

## INJUNE CARAVAN PARK – TERMS AND CONDITIONS FOR BUSINESS BOOKINGS

These terms and conditions apply to accommodation bookings for accommodation at the Injune Caravan Park made by business customers.

To the extent that there is any inconsistency between these terms and conditions and terms and conditions published on the website for the Park, these terms and conditions take precedence.

By making a reservation, you are deemed to have accepted these terms and conditions and the terms and conditions published on the website for the Park ([www.injunecaravanpark.com.au](http://www.injunecaravanpark.com.au)) provided that these terms and conditions take precedence to the extent there is any inconsistency with the conditions published on the website.

### INTERPRETATION

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1.1 In these terms and conditions:

**ABN** means an Australian Business Number.

**accommodation** means accommodation provided to you or your personnel in accordance with these terms and conditions.

**check in date** means the first day of the period for which you have booked accommodation.

**implied terms** means terms, conditions, warranties, rights or remedies implied or imposed by any statute or regulation in connection with the agreement to provide accommodation at the Park for your personnel which cannot lawfully be excluded, restricted or modified, which may include the *Competition and Consumer Act 2010* (Cth) and corresponding Australian state or territory legislation.

**meal allowance** means the amount charged per day per guest for meals provided by us in conjunction with the accommodation.

**personnel** means anyone for whom you book accommodation including but not limited to employees and contractors.

**Park** means the Injune Caravan Park.

**reservation request** a request for an accommodation booking made in accordance with clause 2 of these terms.

**we, us, our** means FK Gardner Management Pty Ltd ABN 92 128 484 873 as agent for the proprietor of the Park or the proprietor as appropriate.

**you, your** means the corporate or business entity in whose name the reservation is made and for whose personnel the accommodation is provided.

### RESERVATIONS

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- 2.1 Quotes and reservations are subject to availability and actual pricing at the time of reservation.
- 2.2 Any verbal quote is not binding and is subject to written confirmation of the reservation.
- 2.3 Business reservations will only be accepted from corporate and business customers who must have an ABN.
- 2.4 To make a reservation, you must send us a reservation request in the form of a purchase order or on your business letterhead or email stating the number of rooms required, number of personnel who will be using the rooms, meal requirements and the duration of the stay.
- 2.5 We reserve the right to refuse any reservation request.
- 2.6 Upon receipt of a reservation request, and subject to availability, we will send you a confirmation fax or email to confirm the reservation.
- 2.7 We will also issue you with a tax invoice at the time of confirmation, and you

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#### Location:

Third Avenue, Injune, QLD, 4454

Ph: 0746 261 881

Fax: 0746 261 958

Web: [www.injunecaravanpark.com.au](http://www.injunecaravanpark.com.au)



must pay 10% of the invoiced amount immediately as a deposit to secure the booking.

- 2.8 The balance of the tax invoice must be paid in full within 14 days of the invoice date.
- 2.9 If you fail to pay the deposit or balance amount within the prescribed time, we reserve the right to immediately cancel your reservation without notice.

## **CANCELLATIONS & VARIATIONS**

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- 3.1 Cancellations of reservations must be in writing to the email or fax number notified on our confirmation of your booking.
- 3.2 The following cancellation policy applies if you cancel the reservation or reduce the number of rooms required under the booking.
- (a) If you give us notice of the cancellation/change at least 21 days prior to the check in date, we will refund any amount you have paid.
- (b) If you give us notice of the cancellation/change less than 21 days but more than 7 days' notice from the check-in date, and
- (i) we are unable to re-let the accommodation reserved for you, you will be liable for the full amount invoiced, excluding meal allowances; or
- (ii) we are able to re-let the accommodation reserved for you, then you will not be liable for a cancellation fee.
- 3.3 If any of your personnel do not arrive on the check in date you will still be liable for the full amount invoiced plus meal allowances for the duration of the booking period or 7 days (whichever is less).

## **AVAILABILITY OF ACCOMMODATION**

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- 3.4 If events arise which are not foreseeable and are beyond our reasonable control which render the accommodation uninhabitable or unsafe, we may cancel your reservation and refund all monies paid by you.
- 3.5 To the maximum extent permitted by law, you agree that we are not be liable to you for any accident, injury, delay, property damage or personal loss to your personnel, resulting directly or indirectly from any occurrences or conditions beyond our control, including but not limited to acts of terrorism, acts of God, war, strikes, theft, delay, cancellation, civil disorder, disaster or government regulations or changes which affect your personnel.
- 3.6 If we refund of monies paid by you in respect of 3.4 you agree that you will have no further claims whatsoever against us.

## **YOUR OBLIGATIONS**

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- 4.1 The reservation will be for the number of people specified in the reservation request.
- 4.2 You must confirm the names of the personnel who will be using the accommodation at least two business days prior to the check in date.
- 4.3 You will be liable for additional charges if more than the agreed number of people use the accommodation and we reserve the right to evict your personnel if that occurs and forfeit all money you have paid for the booking.
- 4.4 You are responsible for the care of the accommodation and the peace and comfort of surrounding guests at the Park while your personnel are staying at the Park and must ensure that your personnel act appropriately while using the Park.
- 4.5 You must ensure your personnel leave the premises in a clean and tidy

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condition and do not cause any damage to the property. We reserve the right to charge an additional cleaning fee if the premises are not left in a clean and tidy condition.

- 4.6 You are liable for any loss or damage caused by your personnel to any property at the Park whether it belongs to us or third parties.

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#### **OUR LIABILITY**

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- 5.1 Subject to clause 5.2, all express or implied warranties, representations or statements in respect of the Park are excluded to the maximum extent permitted by law.
- 5.2 Nothing in these terms and conditions exclude, restrict or modify any implied terms.
- 5.3 Subject to our obligations with respect to implied terms, to the maximum extent permitted by law, our maximum aggregate liability for all claims under or relating to these implied terms, whether in contract, tort (including negligence), in equity, under statute, under an indemnity, based on breach or on any other basis, is limited to amount you to us for the accommodation.

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#### **OTHER ISSUES**

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- 6.1 These terms and conditions will be construed in accordance with the laws in force in Queensland.