

1. TERMS & CONDITIONS

By making a booking, you are entering into a contract and agreeing to abide by the terms and conditions of BIG4 The Bend Holiday Park as outlined below.

1. Any reference to 'we', us' or 'our' is referring to The Bend Motorsport Park Pty Ltd ABN 91 609 932 685 and where the context requires, its related entities.
2. Any reference to 'you' or 'Guests' is a reference to any person who accesses the park under an accommodation booking, including any family, children, friends, or other people visiting the park at your invitation.
3. Guests are responsible for checking their details and ensuring they are correct when making a reservation.
4. Those named on the booking receipt are responsible for all persons in their cabin/site including any visitors.
5. A booking cannot be made for or by any person under the age of 18 years. A responsible adult must accompany such persons. Proof of age may be requested. It is the adult's responsibility to ensure the safety and protection of all minors in your party during your stay.
6. All pricing is in Australian Dollars and includes GST (where applicable). Prices are based on two persons occupying sites/cabins; extra person rates apply for each additional person. Rates may be subject to change without notice.
7. These terms and conditions are subject to change without notice.

Payment, Refund, and Cancellation Policy

8. A payment of _____ the total booking amount is required to secure your reservation at the time of booking (**Deposit**), with full payment required prior to check-in.
9. Cancellations are to be made at the earliest possible time by phone or email.
10. Subject to clause 16, no refunds will be given for cancellations or postponements due to inclement weather or other circumstances beyond our control including for any governmental action or restriction in relation to COVID-19.
11. No refunds will be given for cancellations or early departures once you or your party has arrived at the park.
12. If you provide more than 14 days' notice of your valid cancellation, you are entitled to a full refund of all payments made for the cancelled booking, less a \$30 administration fee (per site/cabin).
13. If you provide less than 14 days' notice of your valid cancellation, the Deposit amount (50% of the total booking amount) will not be refunded.
14. For any bookings made for major events specifically, we have a stricter cancellation policy. The total booking amount is required to secure your reservation at the time of booking. The non-refundable period is 60 days out from the event and applies to the total booking amount. A major event is any event determined by us.
15. We may refuse entry into the park for any reason if we determine in our discretion. A full refund will be given if this occurs.
16. Cancellations are not permitted for any governmental action or restriction in relation to COVID-19. You may however postpone your stay if any COVID-19 government restrictions mean your booking cannot reasonably proceed on your original booking date. If you postpone your booking, you acknowledge that:
 1. no refunds will be given for amounts already paid; and
 2. additional charges may be applied to your rescheduled or new booking if a higher standard rate applies. The rescheduled booking must occur within 12 months from the date of your original booking, subject to us being able to provide you with comparable booking dates within 12 months.

Check in and Check out

17. You must report to the park office and sign in on arrival.
18. Check in is from 2pm on the arrival date of your booking and check out by 10am on the departure date of your booking, unless we have previously agreed otherwise with you in writing.

Guest Behaviour

19. Guests are expected to behave in a manner that is respectful of other visitors. Excessive consumption of alcohol will not be tolerated.
20. Noise restrictions apply between 10pm and 8am. Quiet hours are non-negotiable and will be enforced.
21. Management reserves the right to evict patrons from the park who are deemed to be behaving in a socially unacceptable manner, causing damage, disturbing guests, using unacceptable language or are in breach of any other park rules or these terms and conditions. You will not be entitled to a refund in that event.
22. Guests are not permitted to host parties in the park, unless authorised by park management. A call out fee of \$100 may apply for Guests that require assistance after hours (hours outside of 8.30am and 5.30pm are considered after hours).
23. Guests will be required to pay for any damage to the BIG4 The Bend Holiday Park. Failure to comply may result in the eviction from the park.
24. You must at all times comply with park rules and the reasonable requests and directions of staff, including speed restrictions in the park.

Personal Belongings and Risk

25. You must securely store your belongings.
26. Please lock up accommodation, vehicles, bikes, etc. and remove any valuables, especially at night.
27. Thoroughly check cabins and amenities on departure as perishable items will be disposed of and non-consumables will only be held for 1 month before being donated to local charities.
28. Guests must hold comprehensive motor vehicle insurance for any caravan or motor home brought to the BIG4 The Bend Holiday Park. Evidence of insurance may be requested at any time.

Damage/Loss

29. All registered Guests will be liable for any loss or damage to the appliances, furniture, keys, boom gate access cards, fixtures and fittings in the accommodation - normal wear and tear excluded.
30. We take no responsibility for all loss, damage or injury which may be incurred by you or to any of your personal items, including to any vehicles, caravans or motor homes. You release us from any loss, damage or injury you suffer and indemnify us against any loss, damage or injury your party suffers. In these terms and conditions, 'loss, damage or injury' means any damage, loss, liability, cost, expense, harm, death or injury.
31. All cabin/en-suite site bookings require credit card details as security.
32. We reserve the right to protect our interests and deter security incidents such as vandalism, unruly behaviour, theft and violence. CCTV cameras may be operated and, if operated, will be visible.

Cabin/Site Conditions

33. Cabins sleep a maximum of 6 to 10 people (including children and infants) depending on the style of cabin. The number of people accommodated in each cabin must not exceed the number of beds available.
34. Children under the age of 9 years are not permitted on top bunk beds.
35. All cabins and dorms are strictly non-smoking. A cleaning fee of \$200.00 will be charged for any person that does not comply.
36. Cabins are to be left clean and tidy with dishes and cookware washed and put away. All rubbish must be removed and placed in park bins provided. We reserve the right to charge a cleaning fee of up to \$50 an hour for cabins left in an unacceptable manner.
37. A maximum of 6 people (maximum of 4 adults) are permitted on each site.
38. Whilst every effort will be made to meet Guest requests, we cannot guarantee a specific site/cabin. All requests will be considered on an availability basis.

Pool

39. Guests must comply with pool rules at all times. Failure to comply may result in eviction from the park.
40. If Guests are found to be in the pool area after the gates are locked, management reserves the right to ask for everyone in your booking to vacate the park immediately. No refund will be given.
41. Pool opening times vary and are at the discretion of park management. No drinks or food are to be consumed within the pool area.
42. Children must be supervised by an adult at all times.
43. Babies and toddlers are not permitted in the pool without a swim nappy on.

Bikes/Helmets

44. Bicycles, skateboards, scooters and any other wheeled objects may only be used and ridden in the park during daylight hours. Helmets must be worn at all times.
45. Riding around amenities blocks, the park entrance or reception area is not permitted.
46. Bicycles, skateboards, scooters and any other wheeled objects are ridden at your own risk. We are not liable for any injuries sustained from riding bicycles, skateboards, scooters or any other wheeled objects.

Visitors

47. Visitors are most welcome but are your responsibility. Visitors must register at the park office before entering the park.
48. Please ask your visitors to only park in the Visitors Car Park near the front office.
49. Please ensure visitors comply with the park rules.
50. Visitors must vacate the park by 10pm.

Pet Policy

51. Dogs are allowed with your own caravan or tent only. Other pets may be allowed at the managers' discretion and upon agreement with management. The park must be advised of all pets entering the park at the time of booking.

52. We are dog friendly all year round (excluding major events).
53. Dogs (and all other pets agreed by management) must remain on a leash at all times whilst in the park.
54. Dogs (and all other pets agreed by management) are strictly forbidden to enter cabins, the amenities including those on en-suite sites, and the pool area. There are no exceptions to these rules.
55. You are personally responsible for any damage or injury your pet causes to other guests, visitors or property at the park.
56. The pet policy must be read and signed upon arrival.

Warranties and Liabilities

57. Your booking of any accommodation or other goods or services may be subject to certain laws, including statutory warranties under the Australian Consumer Law.

Nothing in these terms and conditions is intended to exclude or restrict the application of such laws, but we do not give guarantee or warranties or make any representation of any kind, express or implied outside of those laws.

58. Other than as set out in these terms and conditions, and to the full extent permitted by law, all rights, remedies, conditions, guarantees and implied and express warranties in respect of any goods or services providing by us are excluded.

59. Specifically but without limitation, to the full extent permitted by law:

59.1 we make no warranty as to the suitability or safety of our park facilities, the potential presence of Covid-19 or possibly of contracting Covid-19 at our park, the park facilities or any recreational activities

which may be undertaken at our park;

59.2 you agree to take full responsibility for, and fully ensure the safety of, all minors in your party at all times while they are in our park or using our facilities.

59.3 we do not make any representation about the suitability of the accommodation services;

59.4 we are not liable to you or anyone else and you agree to release us, indemnify and hold us harmless against and from all expenses, costs, liabilities,

claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damage for injury including personal injury,

injury or loss related to COVID-19 or the contracting of COVID-19 at our park, or death) arising out of, caused by, attributable to or resulting from your booking or your stay at our park for any reason

except to the extent caused by our negligence; and

59.5 if any warranties relating to your booking are implied at law and cannot be excluded, then to the maximum extent permitted by law our liability to you is limited to:

(i) in the case of goods supplied to you by us, the repair or replacement of the relevant goods; and

(ii) in the case of services supplied to you by us, the supply of the relevant services again, or the payment of the cost of resupplying the services.