

EL QUESTRO ACCOMMODATION BOOKING TERMS AND CONDITONS

By proceeding with an accommodation booking, you agree to these terms and conditions.

1. Definitions and structure of these terms and conditions

2. For the purposes of these terms and conditions:

- ‘we’, ‘us’ or ‘our’ is referring to Discovery Holiday Parks Pty Ltd (ABN 50 111 782 846) and, where the context so permits, its associated entities;
- ‘resort’ means El Questro Wilderness Park;
- ‘your party’ means any person who accesses the resort under the accommodation booking, including any family, children, friends or other people visiting the resort at your invitation; and
- ‘Resort Conditions’ means any terms and conditions which specifically relate to the Resort and which are communicated to you prior to or at the time you making a booking.
 - a. By proceeding with an accommodation booking, you agree to these terms and conditions and the Resort Conditions and must ensure your party agrees to, and complies with, these terms and conditions and the Resort Conditions.
 - b. To the extent that any part of these terms and conditions are inconsistent with any part of the Resort Conditions, the Resort Conditions prevail to the extent of the inconsistency.
 - c. **Tariffs and Payments**
 - d. The rates displayed on our website (**tariff**) are based on the number and type of guests for the specified time and duration. The tariff may also include the El Questro Wilderness Park Permit. Any changes may result in an increase to the tariff, and you agree to pay any increase at the time of change.
 - e. The tariff quoted is in Australian dollars and is current at the time of booking and is inclusive of GST (unless expressly stated otherwise). The tariff is only confirmed upon your payment in full.
 - f. The applicable deposit and final payments are determined upon the location of your stay -

El Questro Homestead (Rooms/Retreats/Suite)

To secure your Homestead reservation, we will require a deposit equivalent to one (1) night of accommodation taken from your nominated credit card.

The remaining balance (inclusive of all accommodation, pre-booked meals, conferencing, functions, transfers, visitor permits and tours) will be automatically processed on the nominated credit card sixty (60) days prior to your arrival date. Should you wish to pay the remaining balance via an alternative payment method, you can arrange this by contacting our reservations team on (08) 7210 9600.

Payment of the total booking amount is required at the time of booking if the date of arrival is within sixty (60) days of booking.

1. Cancellations and Amendments

2. Unless the Resort Conditions contain stricter cancellation conditions (for example during the peak season), or the website on which you have made your booking has advised you of stricter cancellation conditions, you agree that the cancellation conditions set out in these terms and conditions apply.
 3. El Questro Homestead (Rooms/Retreats/Suite): Where your booking relates to an accommodation service at El Questro Homestead, and that booking is cancelled or amended:
 - 60 days or more prior to the arrival date, you will incur a cancellation or amendment fee equivalent to 1 night of accommodation; or
 - Between 31 and 60 days prior to the arrival date, you will incur a cancellation or amendment fee equivalent to 50% of the total booking (including but not limited to all accommodation, pre-booked meals, conferencing, functions, transfers, visitor permits and tours); or
 - Less than 30 days prior to the arrival date, you will incur a cancellation or amendment fee equivalent to 100% of the total booking (including but not limited to all accommodation, pre-booked meals, conferencing, functions, transfers, visitor permits and tours).
- a. **Early Departures and No Shows**
 - b. No refunds are given for unused portions of your booking, including no-shows and early departures or cancellations where you or your party has arrived at the resort. A no-show is when you do not check-in on the day of your booking.
 - c. We reserve the right to refuse entry into the resort:
 - if we reasonably determine that you, or someone in your party, could present a risk to the health or safety of our staff or other guests at the resort; or
 - for any other reason we so determine in our discretion (including for our own purposes).

A full refund will be issued if this occurs unless our refusal is because you or your party presents a risk to the health or safety of our staff or other guests at the resort, or because of your breach of these terms and conditions.

1. Your Party

You must ensure at all times that your party complies with these terms and conditions. You agree that any breach of these terms and conditions by your party will constitute a breach by you.

1. Check-in and check-out

2. You and your party must check-in at resort reception and sign in on arrival.

a. A 2pm check-in and 10am check-out applies to all bookings unless alternative arrangements have been agreed with resort management in writing prior to arrival. If you do not depart before check-out time you agree that we may charge you for an additional day at the prevailing tariff applicable to your accommodation for each day (or part thereof) until you depart.

b. You must return any keys and security cards at the time of your departure and agree that we may charge you for the replacement costs of any keys or cards you lose or fail to return them to us.

c. Rooms or tents left in an unsatisfactory state (as determined by us) will incur a cleaning charge of five hundred dollars (\$500).

d. You agree that regardless of your length of stay there is no tenancy or other proprietary rights created in your favour under any laws. We grant you a licence to stay in or use the facilities in our resort and we reserve the right to terminate the licence at any time.

e. Right of removal

If during your stay, we reasonably determine that you, or someone in your party, could present a risk to the health or safety of our staff or other guests at the resort, or you or your party fails to comply with these terms and conditions, then in addition to any other right we may have, we may immediately terminate your accommodation and evict you and your party without liability to you. You agree that in these circumstances we are not required to refund any amount in relation to your booking or any other goods or services you have purchased from us.

1. Resort rules, guidelines and safety instructions

2. You and your party must at all times:

- obey all resort rules, guidelines and signage and reasonable requests from resort staff;

- take care for your own safety and the safety of others; and
 - safely and securely stow your possessions.
- a. You agree that to enter the resort, you must purchase an El Questro Wilderness Park Permit. Permits are valid for seven (7) days and can be separately purchased from El Questro Station.
 - b. Any monies or other valuables, goods or vehicles that belong to you or your party, or which you or your party bring in or on to the resort (including any car park facilities) remain your responsibility and we are not responsible for their safekeeping.
 - c. You must ensure that persons under 18 years of age (minors) in your party are accompanied and supervised by a parent or guardian at all times. You acknowledge that there will be third parties present in the resort during your stay and that we are not responsible for the acts or behaviour of those parties. It is your responsibility to ensure the personal safety, welfare and protection of all minors in your party at all times during their stay at the resort.
 - d. El Questro Homestead may only be occupied and attended by persons over the age of 18.
 - e. You are not permitted to bring animals with you to the resort except where:
 - you are staying at El Questro campgrounds; and
 - the animal is a dog; and
 - you agree to abide by any rules or guidelines that may be in place regarding dogs at the resort, including but not limited, to any restrictions on walking trails.
 - a. You and your party must respect the comfort of others staying at the resort at all times. Any unruly behaviour, excessive noise, drunkenness, bad and/or offensive language will not be tolerated and may result in you and your party being evicted from the resort without refund.
 - b. In accordance with applicable legislation, we reserve the right to protect our lawful interests and deter security incidents such as theft, vandalism, unruly behaviour and violence. We may operate, or appoint third parties to operate on our behalf, CCTV cameras in the resort, which if operated will be visible.
 - c. All recreational activities (including without limitation to any swimming or outdoor recreational activities) are undertaken solely at the risk of the participant. You are responsible for supervising and ensuring the safety of any minors in your party undertaking recreational activities.

d. In making your booking, you acknowledge that you have read and understood our waiver, release, discharge and indemnity available at <https://www.elquestro.com.au/waiver-release-discharge-and-indemnity>

e. **Liability**

f. Your purchase 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 any guarantee or warranties or make any representation of any kind, express or implied outside of those laws.

g. Other than as set out in this clause, 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 provided by us are excluded.

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

- 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 the resort;
- We do not make any representation about the suitability of the accommodation or services;
- 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 or death) arising out of, caused by, attributable to or resulting from your booking or your stay at the resort for any reason except to the extent caused by our negligence; and
- 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:
 - in the case of goods supplied to you by us, the repair or replacement of the relevant goods; and
 - 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.

1. **Privacy**

When providing any personal information to us, you agree to the collection, use and disclosure of your personal information in accordance with our privacy policy. Our privacy policy is available at <https://www.elquestro.com.au/privacy-policy>

1. **General**
2. No failure under these terms and conditions to exercise nor any delay in exercising any right, power or remedy by us operates as a waiver and any waiver will be not valid or binding on us unless we make it in writing.
3. Any part of these terms and conditions which is invalid or unenforceable at law is severed from these terms and conditions without affecting the balance of the terms of use.
4. South Australian law governs these terms and conditions and you agree to submit to the exclusive jurisdiction of South Australian courts in respect of any dispute regarding these terms and conditions.
5. Any queries or disputes arising in connection with a booking or any matter in connection with these terms and conditions is to be directed to El Questro on [08 8219 3000](tel:0882193000) or in writing at El Questro, Level 6, Rundle Mall Plaza 50 Rundle Mall Adelaide SA 5000 or via email at admin@gdaygroup.com.au
6. G'day Group operate in some of Australia's most sacred places, which is why we are committed to leaving the environment as untouched as possible. When visiting one of these sites, we ask that you leave only footprints - taking all waste and belongings with you when you leave. Thank you for working with us to preserve these natural wonders for the generations to come.