

# Kooljaman at Cape Leveque

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## **Business Terms & Conditions**

Dear valued guest,

Thank you for staying with us!

The communities of One Arm Point and Djarindjin own all of the land, accommodation and associated infrastructure at Kooljaman wilderness camp at Cape Leveque.

Some of the land around Kooljaman is significant to the traditional landowners and, as such we request you treat it with the respect that it warrants and adhere to any signage indicating areas not to enter.

These areas can be found on the Kooljaman site map.

Set out in the terms and conditions below are the general terms and conditions of your stay.

We hope you enjoy your time with us, and find it to be a relaxing wilderness experience in the pristine surrounds of Cape Leveque Western Australia

If there is anything the helpful staff at Kooljaman can do to assist you in enjoying your stay, please do not hesitate to ask.

Kind Regards

Management

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## Terms and Conditions

- 1) The following Terms and Conditions apply to all bookings made to stay at Kooljaman. We kindly ask that you take a moment to read and understand them prior to making a Booking.
- 2) In these Terms and Conditions the following definitions apply:
  - a. **“Kooljaman” or “we”** means Bardina Pty Ltd ABN: 12 633 987 025, trading as Kooljaman at Cape Leveque.
  - b. **“Booking”** means the booking for accommodation, functions and/or any other services or items made with us.
  - c. **“Contract”** means the Booking and these Terms, and any other terms and conditions stated to apply to the Booking.
  - d. **“GST”** means Goods & Services Tax.
  - e. **“Guest”** means any person attending on the Wilderness Camp.
  - f. **“Services”** means any and all services associated with the provision of accommodation at the Wilderness Camp by Kooljaman.
  - g. **“Terms”** means these terms and conditions.
  - h. **“Websites”** means [www.kooljaman.com.au](http://www.kooljaman.com.au) or any other website owned or operated by us relating to the Wilderness Camp from time to time.
  - i. **“Wilderness Camp”** means the premises operated by Kooljaman.

## Bookings

- 3) All Bookings at the Wilderness Camp are subject to these Terms.
- 4) At the time of booking or at check-in, we will take your credit/debit card details and you authorise the use of this card for any sums that become owing to us.
- 5) We shall also have the right to require full payment in advance or a deposit at the time of booking in certain circumstances, at the absolute discretion of Kooljaman, or if the Booking includes the supply of certain items or services. No Booking shall be treated as confirmed until the details and/or payment/deposit described in this clause have been provided.

## Charges

- 6) The prices displayed on the Website are an average per night per person until a rate is selected and booking finalised, and may be subject to change depending on any relevant fees.
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- 7) Any meals, service or GST (at the prevailing rate) are excluded from any represented price, unless specified.
- 8) A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified and at the absolute discretion of Kooljaman.
- 9) Any advertised prices are in Australian Dollars, and any amounts charged to Guests or any other persons will be in Australian Dollars also. Kooljaman does not provide any foreign exchange service.
- 10) The GST breakdown shown on any invoice is indicative based on the current rate of GST, and the expected GST treatment of the goods or services. GST will be payable at the prevailing rate applicable at the tax point of the invoice or Booking confirmation issued, and may change depending on the actual rate and the GST treatment of the goods and services purchased at that date.
- 11) Price lists for additional items, such as restaurant meals and room service, are on display at relevant locations within the Wilderness Camp and are available on request.

### **Check-in/ Check-out Requirements**

- 12) In the interests of security and to prevent fraud, at the time of check-in, guests may be required to confirm their identity by providing their booking reference; their passport/identity card/driving licence and a valid credit or debit card which will be swiped in the presence of the card holder.
  - 13) If guests are travelling from outside the Commonwealth of Australia, we also reserve the right to require guests to provide the number and place of issue of your passport/identity card and details of their next destination. These records will be kept for at least 12 months and may be disclosed or made available for inspection by any police officer or as otherwise required by applicable law in connection with the prevention or investigation of any relevant matter. The information above may be requested for each member of your party over the age of 16 and we reserve the right to refuse entry to persons who cannot provide the information set out above.
  - 14) Unless otherwise stated on the booking confirmation, Guests may check-in at any time from:
    - a. 2.00 p.m. on the scheduled day of arrival for accommodation; or,
    - b. 11.00 am on the scheduled day of arrival for camping.
  - 15) All reservations that have been secured by credit/debit card or prepaid at the time of booking will be held until 11:59pm on the scheduled day of arrival unless otherwise agreed directly with the Wilderness Camp, arrival after which time we will be entitled to re-let the room, unless the guest has notified the Wilderness Camp of a late arrival.
  - 16) Any non-secured reservation will be held until 4.00 p.m. on the day of arrival at which time we will be entitled to re-let the room, unless the guest has notified the Wilderness Camp of a late arrival.
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- 17) On the day of departure we kindly ask all guests to vacate their rooms by 10.00 am (unless a later departure is stated as part of your Booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the Wilderness Camp.
- 18) Accommodation and camping areas are subject to maximum occupancy rules set by the Wilderness Camp for each type of accommodation or area. If you would like further details please contact the Company or the Wilderness Camp.

## **Payment**

- 19) We accept the following methods of payment: credit cards:
  - a. MasterCard;
  - b. Visa.
- 20) For advance purchase rates the card you booked with must be presented on arrival, along with the appropriate ID.
- 21) At the time of check-in we will authorise the accommodation charges (room rate, GST and any service charge) and anticipated incidentals for the duration of your stay against your credit/debit card. We may also choose to accept a deposit in place of payment card authorisation by another valid form of payment, including cash or cheque.
- 22) During your stay the Wilderness Camp's system will calculate the incidentals charged to you on a daily basis. If the cost of those incidentals exceed the authorisation taken on check-in, further authorisation will be requested and if such authorisation is not available, we may request another method of settlement or a deposit to be provided, failing which we reserve the right to restrict access to your accommodation or camping area.
- 23) All outstanding charges must be paid for in full on check-out from the Wilderness Camp. If the outstanding charges do not exceed the authorisation taken on check-in, the authorisation for the amount not utilised will be released, however, we cannot control how long it takes for your bank to effect such release. If staying for multiple nights at the Wilderness Camp we may require you to make payment for any outstanding charges on a more frequent basis during your stay.

## **Cancellation Policy and No Shows**

- 24) Cancellations or amendments for individual bookings must be made 30 days prior to scheduled arrival date or the Guest will be responsible for payment of any accommodation booked and not onsold. A 10% administration fee applies to any booking cancelled within 30 days where resold.
  - 25) Cancellations or amendments for group bookings (3 or more accommodation or camping areas) must be made 28 days prior to scheduled arrival date, otherwise the Guest will be responsible for any accommodation booked and not resold.
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26) No refund is available on any booking cancelled within 48 hours from expected arrival in any circumstances.

### **Changes or Cancellation by the Kooljaman**

27) Very occasionally we may need to cancel your Booking for reasons unassociated with you. In such circumstances you will be given a full refund but we shall have no further liability to you arising out of such cancellation.

28) We will, however, use all reasonable endeavors to try and re-locate any confirmed Booking cancelled by us to an alternative location similar in standard to the Wilderness Camp, in Broome or its surrounds. We will also meet the expense of your transport to any replacement accommodation in Broome or its immediate surrounds.

29) Your booking is for a class of accommodation or camping area in the Wilderness Camp and does not guarantee that you will be able to stay in a specific room or in the same room for the duration of your stay. If you have indicated a preference for a particular room or accommodation we will use our reasonable efforts to honour this preference. However, we may need to allocate an alternative room or accommodation to you for operational or safety reasons. If we need to move you to a different room or accommodation during your booking for which a lower rate is available than the rate you booked at, we will refund you the difference in the rates.

### **Damage**

30) We reserve the right and you hereby authorise us to charge your credit or debit card for any damage incurred to your room or accommodation or camping site, or any aspect of the Wilderness Camp during your stay (including without limitation specialist cleaning) or for any items that are missing from your room or accommodation or camping site when you leave.

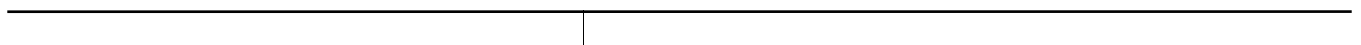
31) Damage caused by willful act or grossly negligent conduct, to any aspect of the Wilderness Camp or Kooljaman's property, or the property of any Guest, by another Guest or visitor, is considered a breach of the material term of the Contract regarding Guest behavior and Kooljaman reserve the right to remove you and members of your party from the Wilderness Camp as a result. In such a circumstances, Kooljaman reserves the right to request Police attendance to assist in your removal should that be considered reasonably necessary.

32) For the avoidance of doubt, damage to any plant or animal life within the Wilderness Camp caused wilfully or by gross negligence is considered a breach of clause 31.

33) You also agree to indemnify Kooljaman and the Wilderness Camp for any such damage described in paragraph 31, and further agree that Kooljaman may charge your credit or debit card for any such loss.

### **Accessibility**

34) Dependent on your individual needs, it may be possible to meet your requirements. Please contact us to discuss specific individual requirements and the availability of appropriate accommodation, and we will do our best to accommodate your needs.



35) Kooljaman does not generally warrant that it will be able to meet any particular special need.

### **Leisure and Facilities**

- 36) A condition of using the facilities at the Wilderness Camp is that you must comply with the Wilderness Camp's rules, a copy of which is available at the Wilderness Camp's reception. Charges may apply for use of some facilities, please enquire at the Wilderness Camp for further details.
- 37) Children under 16 years of age must be accompanied by an adult at all times and if so accompanied, may use any of the facilities.
- 38) At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond our control. We will attempt to keep all Wilderness Camp guests informed of these circumstances however this may not always be possible. If any facility is a significant reason for your choice of Wilderness Camp, we would advise you to check directly with the Wilderness Camp in advance of arrival.
- 39) Kooljaman guests will have access to the boat launching beach on the eastern side of the Cape, however no further access along the beach will be allowed past the bollards in place at that location.
- 40) There is strictly no admittance to the airfield servicing Kooljaman, without the express consent of management, and in such a circumstance, no Guest is permitted in any circumstances onto the airfield unescorted by Kooljaman staff.

### **Travel to the Wilderness Camp**

- 41) Should you elect to travel by road to the Wilderness Camp, you accept and acknowledge that you do so entirely at your own risk, and that the Wilderness Camp does not represent or warrant as to the suitability of the road(s) from Broome town site to the Wilderness Camp, nor the suitability of any particular vehicle to meet the conditions which may be found.
- 42) Where the Wilderness Camp has its own car park, there may be a charge and/or limited spaces available and space may not be available for the duration of your stay. Terms and conditions may also apply to car park use. Please contact the Wilderness Camp directly for more information. Cars and their contents are left at the owner's/customer's own risk. We do not accept responsibility for loss or damage (save as may not be excluded or restricted by applicable law).
- 43) Should you elect to travel by air to the Wilderness Camp, you accept and acknowledge that you do so entirely at your own risk, and that the Wilderness Camp does not represent or warrant as to the suitability of any air service provider from Broome airport or anyone else, to convey you or anyone else by air to the Wilderness Camp, nor the suitability of any particular aircraft to meet the conditions which may be found.

### **Wilderness Camp Events**

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44) Please be aware that at certain times throughout the year some the Wilderness Camp may host weddings, events and parties, which you may feel would be an intrusion on your break. Please contact the Wilderness Camp directly in advance of your stay for further information.

### **Guest Behaviour**

45) The Wilderness Camp has rules in respect of Guest behaviour.

46) Guests are requested to conduct themselves appropriately at all times and to comply with Wilderness Camp and Kooljaman procedures and/or requests with regard to conduct and respect for the property of the Wilderness Camp, its employees, Guests and their health and safety.

47) Guests are requested not to disrupt the comfort and enjoyment of other Guests, the smooth running of the Wilderness Camp, or cause offence to other Guests or our members of staff.

48) We reserve the right to refuse accommodation or services or remove you and members of your party from the Wilderness Camp if, in our reasonable opinion, we consider these provisions dealing with behavioural standards to have been breached. Where this is the case we shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

49) Further, we expressly reserve the right to refuse accommodation or services, or remove you and members of your party from the Wilderness Camp if, in our reasonable opinion, we become aware that there is a reasonable risk that you and or members of your party may act in a fashion which may be in breach of these provisions dealing with behaviour. Where this is the case we shall have no obligation to refund you for lost accommodation, other services or any other loss or expense incurred.

50) For the comfort of other guests we advise that Kooljaman has a policy of "Quiet after 9pm" and excessive noise, the determination of which is at Kooljaman's absolute discretion, will not be tolerated.

51) Kooljaman is a wilderness camp and does not have the capacity to offer electricity other than for lighting and one fridge. Please do not attempt to use electric kettles, toasters, hairdryers or other electrical equipment not expressly authorised by the Wilderness Camp, as to do so may damage the property of Kooljaman.

### **No Smoking**

52) Guests are not permitted to smoke at the Wilderness Camp.

53) Guests are not permitted to imbibe, take, administer or drink, any substances or things the possession or consumption of which is considered unlawful in Western Australia.

### **Children**

54) All children (a person under 16 years of age) staying at the Wilderness Camp must be accompanied by an adult and must be supervised by an adult at all times.

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55) Cots and extra beds are available, however, these are limited and subject to availability. Additional charges may apply. Please check at the time of booking.

## **Pets**

56) Guide dogs may, at the absolute discretion of the Wilderness Camp, be accepted by prior arrangement. All other dogs or animals are not permitted at the Wilderness Camp.

## **Personal Information**

57) Telephone calls may be recorded from time to time to help us improve the service we offer you.

58) All personal information stored and used by us is done so in accordance with our Privacy Policy and Cookie Policy, which are available on request or on the website of the Wilderness Camp.

## **Force Majeure**

59) Kooljaman accepts no liability and will not pay any compensation where the performance of its obligations is prevented or affected directly or indirectly by or as a result of force majeure or any circumstances beyond its reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, fire or failure of electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **Limitation of Liability**

60) Kooljaman will not be responsible for the loss or damage of any property left in the Wilderness Camp other than as expressly required any applicable law.

61) Kooljaman will not be liable for any indirect, consequential or pure economic loss or any loss of profit, goodwill or opportunity (whether caused by the negligence of Kooljaman, its employees, contractor or agents or otherwise), and in any event, Kooljaman's total liability in any circumstances shall not exceed the value of the charges received by it under the Contract.

## **Governing Law and Jurisdiction**

62) The Contract and any non-contractual obligations arising in connection with it are governed by the law of Western Australia, and the Western Australian Courts have exclusive jurisdiction to determine any dispute arising in connection with the Contract, including disputes relating to any non-contractual obligations.

63) Each party irrevocably waives any objection which it may now or later have to proceedings being brought in the Western Australian Courts (on the grounds that the Western Australian Courts are not a convenient forum or otherwise).

64) If any provision of this Contract does not comply with any mandatory provision of law which cannot be contracted out of, then this Contract shall be deemed to be amended to comply with the relevant law and the offending provision or part thereof consider severed and of no effect.

## **Web Site Information and Intellectual Property**

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- 65) While all reasonable efforts have been taken to ensure the accuracy of information on the Website, Kooljaman does not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on the Websites without notice.
- 66) The content of the Website and these Terms are the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.
- 67) Trade marks used on the Websites are the property of the respective owners. Hyperlinks to third party websites are provided for your convenience. We do not accept responsibility for the content or use of third party sites.