



Headland Lodge (formerly Kangaroo Beach Lodges)
GUEST TERMS AND CONDITIONS
VALID FROM 1 July 2019

RATES AND CHARGES:

You agree that you will pay Headland Lodge (HKB) the room rate for each day of your stay and any additional charges up until the time you check out from HKB.

All rates are quoted in Australian dollars (AUD) per lodge per night and are inclusive of GST.

Rates are subject to availability and can change without notification.

Rates are quoted for the agreed period of time for the number of guests indicated. A minimum 3-night stay is required for all bookings and this minimum may increase at different times of the year.

Maximum capacity for HKB is 8 guests. HKB is closed for one month over winter – generally August, however dates may change slightly.

**BOND, BOOKING AND
CONFIRMATION
POLICY:**

Upon making a reservation request (**Reservation**), whether by phone, email or the internet, you must provide us with as much detail as possible, including room arrangements, arrival and departure times and method of arrival and departure. This can be done via our online booking form, a link to this form will be sent to you via email.

For bookings other than bookings submitted via email, all information should be in writing and sent through to HKB either by email: headland@kangaroo beachlodges.com or otherwise by post to: PO Box 7126, Hutt Street, South Australia 5000.

A Reservation will only be converted to a confirmed booking (**Booking**) when, within 3 days of receipt by HKB of your Reservation request:

- (a) you pay a bond of \$500 (**Bond**)
- (b) you confirm you have read and accepted HKB Terms and Conditions; and
- (c) HKB receives your Bond in cleared funds.

The **Bond** amount of \$500 will be held during your stay at HKB.

Reservations during peak periods (December and January) will require a deposit equal to one night accommodation.

HKB reserves the right to reject any confirmed booking (notwithstanding receipt of a Bond) or reservation and in this case will refund any Bond you have paid in full.

The total accommodation costs (**Costs**) must be paid at least 30 days before the first day of your confirmed booking (**Due Date**).

The total accommodation costs (**Costs**) must be paid at least 60 days before the first day of your confirmed booking (**Due Date**) during peak periods..

Failure to pay the Costs by the Due Date will result in automatic cancellation of your Booking and your Bond will be retained in part or in whole by HKB in accordance with the cancellation policy set out below.

A Reservation which is requested within the 30 day period prior to the first day of your intended stay will require **full payment** of the **Bond and Costs** and confirmation of your agreement to HKB Terms and Conditions within 48 hours of your request.

CANCELLATION POLICY:

Any cancellations of Reservations or Bookings must be provided to HKB in writing.

Cancellations received by HKB no later than 45 days prior to the first day of your intended stay will entitle you to a refund equal to 50% of your Bond only. The remaining 50% of your Bond will be retained by HKB as a cancellation fee.

Cancellations received by HKB less than 45 days prior to the first day of your intended stay will result in the entire Bond (and/or other monies paid) being forfeited as a cancellation fee.

Any refund, or cancellation fees payable, in respect of any additional services you have booked and paid for (such as tours or catering), will be paid or retained in accordance with the policy of the service provider in question and HKB accepts no liability or responsibility in respect of these amounts.

In the event HKB exercise its right to change, cancel or reallocate your Booking, you will be reimbursed your Bond and/or Costs in full.

COVID -19

If a booking can not go ahead due to COVID 19 lockdown, restrictions or border closures, the booking may be cancelled and any bond and accommodation charges fully refunded.

PAYMENT PROCEDURES:

If paying by direct deposit, please send payment advice to HKB in writing. Direct deposits applied to:

Account Name: Anna Brown Investments
BSB: 105-900
Account Number: 165401240

If paying by credit card, please be aware that a 2% surcharge applies and we only accept payment via PayPal. A link to our payment page will be send to you via email.

CHECK-IN/OUT:

Check-in time is between 2:00pm and 5:00pm (which will be strictly adhered to during the Winter months due the wildlife activity on the roads around dusk) and check-out time is 11:00am unless otherwise arranged. Please be sure to contact our Caretakers at the property on (08) 8559 3203 or 0439 824 756 if you are going to be later than expected. It is your responsibility to arrange and confirm a check-in time (when you will collect your HKB key) prior to your travel to Kangaroo Island. A \$100 fee will be incurred for any loss of or damage to keys.

You must advise us of any change to the number of persons using your Booking and agree to pay any additional charges for additional persons not included in the number stated at the time of your Booking.

BOND:

Your **Bond** of \$500 to confirm your booking will be held during your stay at HKB.

HKB will hold the Bond as security to be applied towards the carrying out of repairs or replacement of any damaged, destroyed, or missing (whether stolen or otherwise) property, including livestock. If there are no repairs or replacements required then HKB will return the full \$500 to you within 7 days of check-out and/or receiving refund details.

USE OF LODGES:

The HKB lodge is to be used for short term residential accommodation only and not for any commercial use, wedding, party, gathering or any other function without the knowledge and written consent of HKB's owners and/or managers and HKB reserves the right to refuse any such request.

Any event or function permitted by HKB is done so under the understanding that guests/participants will not exceed number of bedrooms required for the duration of the booking and property and staff will be obligated to provide accommodation only – all other arrangements regarding catering, additional equipment required, transportation, guest/participant coordination, etc. will be handled directly by the guest and not be the responsibility of HKB.

FACILITIES AND SERVICES:

Whilst care is taken to ensure that the description of our facilities and services is accurate, these are continually being changed and upgraded. If any feature or facility is essential to you choosing to stay at HKB, it is your responsibility to confirm prior to making your Booking that the feature or facility will be available during your stay.

To the extent permitted by law, HKB is not liable for omissions, errors or changes to the facilities and services at HKB, whether temporary or permanent.

TELEPHONE/INTERNET: Internet is provided for basic browsing and emails only and not for downloading or streaming purposes.

PARKING: Covered parking is not available. There is sufficient space for two cars only to be parked at HKB. Guests are not permitted to park cars by any other lodges/houses on the property.

HOUSEKEEPING: HKB is provided as self-contained accommodation.

MAINTENANCE: You are required to leave the lodge and surroundings in a tidy condition. Rubbish must be placed in the rubbish bins provided.

Failure to leave HKB and surrounding land in a tidy condition may result in a cleaning fee being charged to you and deducted from your bond.

SMOKING: Smoking is not permitted inside the lodge.

PETS: No pets are permitted in the lodge or on surrounding property.

THE PROPERTY:

Although HKB welcomes you to explore the surrounding property, it is also a working farm and any direct interference with the farm's operation may result in labour being charged to you.

Any attempts to explore the property should be done so with caution by all guests who are unfamiliar with the landscape.

Many tourist advisory sites advise against driving around Kangaroo Island at night or to at least do so with *extreme* caution. This is exceptionally true for the Western end of Kangaroo Island, which has a higher concentration of wild native animals. It is quite common for these animals to congregate at the side of or even on the road after sunset, posing a danger to themselves and motorists alike.

We strongly recommend guests plan their arrival in accordance with these hazards. Please note that sunset occurs generally at about 5:30-6:00pm during Winter months (March to August) and 7:00-8:00pm during Summer (September to February).

WARNINGS:

HKB is situated within a working farm with livestock on the land and you and your guests and invitees must take care to ensure you do not harm or frighten the livestock.

The accommodation is also situated close to the coast which has dangerous tides, potential king waves or rocky ledges or rocks, exposed cliffs, unfenced dams and native fauna.

Cliff faces can crumble and you should not go close to the cliffs.

All persons under the age of 18 years must be accompanied at all times by a responsible adult.

Any participation in swimming, kayaking, snorkelling or any other activity is at your own risk.

As such, by providing Confirmation of Acceptance of these Terms and Conditions or, where you fail to provide Confirmation of Acceptance, by staying at HKB, you accept full responsibility for the health and wellbeing of your guests and invitees and for warning them of these risks and dangers and HKB will not be liable for any injury, loss or damage suffered or incurred by any of your invitees or guests whilst at the Kangaroo Beach Lodges or on the surrounding property.

GETTING AROUND:

Please refer to Google maps or the map on our website: <https://www.kangarobeachlodges.com/location>

Note that HKB is located in a very rural part of Kangaroo Island, the nearest township being some 45kms away. As such, it pays to be prepared for your stay. Some basic pantry items and amenities are provided for you, however it is solely the guests' responsibility to bring their own food and drinks and acknowledge these distances and plan their trip accordingly.

Note that Kangaroo Island does not have a dedicated public transport service (i.e. buses, taxis, etc.). Transfers to and from the airport or ferry port must be organised prior to arrival by the guests – HKB does not provide any transportation services.

Guests opting to self-drive should be aware that farm roads are unsealed. Most vehicles can get around without too much trouble, however use of a 4WD is strongly suggested, especially in winter months.

Note that micro cars (i.e. Hyundai Getz or similar) are NOT suitable due to insufficient clearance.

Guests must take responsibility for their own safety at all times and take necessary precautions to avoid injury or illness.

We recommend relevant travel/health insurance.

Any damage to the land and/or loss of anything owned by HKB must be reported immediately to the Caretaker and followed up in writing to headland@kangaroo beachlodges.com

THIRD PARTY FACILITIES AND SERVICES:

If guests choose to organise any third party products or services (such as catering) HKB is not liable under any circumstances for any failure by third party providers to provide products or services, nor for any error, alteration or change of any kind made by those third party providers. All third party products and services are issued subject to the terms and conditions specified by those third parties.

HKB does not warrant the accuracy of any information, statements or representations by third parties and is not liable for any act or omission, default or negligence of any third party provider.

RELEASES AND INDEMNITY: Any monies or other valuables, goods or vehicles that belong to you, brought in or on to the grounds or HKB property remain your responsibility and HKB is not responsible for their safekeeping.

To the extent permitted by law, you agree to release and hold harmless HKB and its current and former officers, employees and agents from and against all expenses, costs, liability, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever (including consequential and economic losses, theft, property loss and/or damage and damage for injury including personal injury and death) arising out of, or caused by, or attributable to or resulting from your Reservation, your Booking or your stay at the Lodges by you or any of your guests and/or invitees for any reason whatsoever. You agree to indemnify HKB and its current and former officers, employees and agents for all expenses, costs, liabilities, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever (including consequential and economic losses, property loss and/or damage and damage for injury including personal injury and death) incurred or suffered by HKB or its current or former officers, employees or agents arising out of, caused by, attributable to or resulting from your Reservation, your Booking or your stay at the Lodges by you or any of your guests and/or invitees except to the extent caused by the negligence of HKB.

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

GENERAL: These terms and conditions are governed by and will be construed in accordance with the laws of the State of South Australia, Australia.

USE OF INFORMATION: You agree we may use your email address to send you information.

PRIVACY: HKB adheres to the Australian Privacy Principles relating to the collection, use and disclosure of personal information. All information collected from you is required to either meet the requirements of the State legislation regarding the maintenance of a guest register, for fire safety reasons, for billing purposes or for any other purpose stated in our Privacy Policy. We will not make this information available to any third party without your prior consent except where required by law or to enforce our collection of amounts owing by you. You must advise us if any details you provide at the time of your Reservation or Booking are incorrect. All information and data provided to us will be retained for the minimum length of time to comply with taxation and accounting requirements (usually 7 years). Any personal information or data is accessible only by HKB's authorised personnel. We will not knowingly permit any misuse of your information or data.