

TERMS AND CONDITIONS

Peoples Park in accordance with clause 3.6.

CORAL BAY PEOPLES PARK

1 General

- 1.1 These Terms and Conditions ("T&C") are between Coral Bay Peoples Park and the Customer and apply to the Booking made by the Customer.
- 1.2 By making a Booking (directly and or indirectly through a third party), the Customer agrees to the T&C on behalf of all persons included in the Booking and staying in the Accommodation. Where the Customer constitutes more than one person, each person shall be jointly and severally bound by the T&C.

2 Interpretation

"Accommodation" means the accommodation available at the Park, including campsites, cabins/villas and units.

"Authority" means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person, including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

"Booking" means the act of reserving Accommodation at the Park.

"Booking Total" means the total amount payable to Coral Bay Peoples Park by the Customer for the Accommodation.

"Cancellation Fee" means:

- (a) the amount equal to the value of the Customer's first night of their booking; or
- (b) such other amount as stipulated by Coral Bay Peoples Park at its absolute discretion.

"Customer" *"Guest"* *"You"* or *"Your"* means the person or persons staying or intending to stay at the Accommodation, and includes any minors accompanying the Customer.

"Deposit" means:

the amount equivalent to the first night's Accommodation rate, payable to Coral Bay

"Force Majeure Event" means any occurrence or non-occurrence as a direct or indirect result of which a party is prevented from or delayed in performing any of its obligations and that is beyond the reasonable control of that party, including:

- (a) forces of nature (including fire, earthquake, storm, flood or other casualty or accident);
- (b) war, civil strife or other violence;
- (c) industrial action, or any action or inaction by a Authority;
- (d) any law, order, proclamation, regulation, ordinance, action, demand or requirement of any Authority; and
- (e) epidemic or pandemic to the extent that restrictions (including lockdown and quarantine restrictions) are imposed by any Authority.

"Group Booking" means a booking of 2 or more Accommodation sites.

"Coral Bay Peoples Park" *"We"* *"Us"* or *"Our"* means Coral Bay Peoples Park Pty Ltd trading as Coral Bay Peoples Park, its Representatives and assigns.

"Park" means the property located at Robinson Street Coral Bay and owned by Coral Bay Peoples Park

"Price" means the nightly rate, best available rate, child rate or any other prices published for the reservation of the Accommodation.

"Representatives" means the agents, directors, officers, contractors, volunteers or employees of Coral Bay Peoples Park.

"Security Bond" means any additional amount payable to Coral Bay Peoples Park by the Customer for any breakages, damages or excess cleaning charges incurred which may be retained by Coral Bay Peoples Park, at its absolute discretion.

"Waiver" means the Waiver, Release, Discharge and Indemnity published by Coral Bay Peoples Park as accepted by the Customer at the time of making the Booking.

3 Booking Policy

- 3.1 All Bookings are subject to availability. Pre-allocation for specific rooms or sites is not guaranteed and any such requests will be

considered on a same day availability basis.

- 3.2 Coral Bay Peoples Park reserves the right to decline any bookings or requests at its absolute discretion.
- 3.3 Bookings will not be accepted by any persons under 18 years of age, or 'schoolies' or 'leavers'.
- 3.4 Bookings are not transferrable.
- 3.5 All Group Bookings are to be made by contacting Coral Bay Peoples Park. Group Bookings are not to be made online.
- 3.6 Unless otherwise determined by Coral Bay Peoples Park prior to or at the time of Booking, the following provisions apply:
 - (a) the Deposit is payable at the time of Booking;
 - (b) payment of the balance of the Booking Total is payable at least 28 days prior to arrival;
 - (c) a final list identifying all Guests (including full name, mobile number and email address) staying in the Accommodation is to be provided by the Customer a minimum of 14 days prior to arrival; and
- 3.7 A valid credit card is required at the time of Booking to guarantee your reservation. Your credit card will be held as security for your Booking and utilised for any applicable Deposits, payments, cancellation fees, no-show fees, damage and any breach of these T&C.
- 3.8 A minimum stay of 5 nights will apply to all Bookings made during school holidays dates applicable in Western Australia.
- 3.9 Coral Bay Peoples Park reserves the right to request payment of a Security Bond by the Customer, at its absolute discretion.
- 3.10 Failure by the Customer to make payment as required in accordance with the T&C, or as otherwise requested by Coral Bay Peoples Park, may result in the Booking being cancelled and Coral Bay Peoples Park making available the Accommodation, or any part of it, to other persons to book.
- 3.11 Bank fees, credit card charges, Paypal fees, exchange rates and any other fees and charges incurred by transferring money from the

Customer to Coral Bay Peoples Park are the sole responsibility of the Customer, are payable by the Customer and are non-refundable.

- 3.12 If the Customer makes payment by way of credit card, the Customer warrants that the information provided to Coral Bay Peoples Park is true and complete, that the Customer is authorised to use the credit card to make payment and that the Customer's payment will be honoured by the credit card issuer. Coral Bay Peoples Park reserves the right to conduct various checks to validate the identity and integrity of the Customer's payment details, which may include undertaking a pre-authorisation process and or requesting additional information from the Customer to verify identity.
- 3.13 Any items or services not included in the Booking, are the sole responsibility of the Customer and must be paid by the Customer. Any outstanding accounts will need to be paid and settled on departure from the Park.
- 3.14 Coral Bay Peoples Park reserves the right to request identification information and documentation, including government issued photographic identification, upon your check-in at the Park.
- 3.15 Check-in is available from anytime after 11am and until 6pm for campsites and after 2pm and until 6pm for cabins/villas and units. Late arrivals may extend the time for check-in to 8pm by prior arrangement with Coral Bay Peoples Park.
- 3.16 Check-out is 10am for all Accommodation, unless otherwise arranged with Coral Bay Peoples Park. Additional fees may apply for late check-out at Coral Bay Peoples Park's absolute discretion.

4 Cancellation

- 4.1 All cancellations must be received in writing from the Customer to Coral Bay Peoples Park via email to 'bookings@peoplespark.com.au'. It is the Customer's responsibility to contact Coral Bay Peoples Park to verify that the cancellation of the Booking request has been received.
- 4.2 The Customer is responsible to ensure flights, vehicle hire, travel insurance and any components booked outside the Park are cancelled by the Customer who will adhere to the cancellation policy of each individual supplier.

4.3 Subject to these T&C's, where the Customer cancels the Booking:

- (a) 29 or more days prior to the arrival date, all monies paid by the Customer will be refunded to the Customer, save for the Cancellation Fee which will be satisfied from the Deposit and retained by Coral Bay Peoples Park; and
- (b) 28 days or less prior to the arrival date (including on the day of the arrival date and no shows), all monies paid by the Customer will be forfeited.

4.4 For Guest curtailment and or early check-out, all monies paid by the Customer will be forfeited.

4.5 If the Customer requests an amendment to the Booking 28 days or less prior to the arrival date, such request will be deemed a cancellation by the Customer and the provisions in clause 4.3(b) will apply.

4.6 Where the Booking is cancelled in accordance with clauses 4.3(b), 4.4 or 4.5, Coral Bay Peoples Park shall have the right to re-book the Accommodation, or any part thereof.

4.7 Subject to these T&C's, if Coral Bay Peoples Park is required to cancel the Booking for any reason Coral Bay Peoples Park may, in its absolute discretion, offer the Customer a refund of a portion of or all monies paid to Coral Bay Peoples Park, offer a credit for a future booking, and or vary the Booking date or Accommodation type to allow the Accommodation to be booked as varied. Credit terms and conditions are final. Credits are not able to be extended beyond their expiry date and are not redeemable for cash.

5 Coral Bay Peoples Park is not responsible for any direct or incidental expenses incurred as a result of the cancellation of a Booking, or any part thereof, by Coral Bay Peoples Park. Prices and Accommodation

5.1 Prices are in AUD and inclusive of GST.

5.2 Prices are based on 2 guests. Additional costs will apply for extra persons.

5.3 Prices and Accommodation as shown on the website are subject to change. Coral Bay Peoples Park reserves the right to change this information without notice. Existing Bookings that have been paid in full, or for which a Deposit has been paid, will retain the Price as per the Booking.

6 Accommodation and Facilities

6.1 Children must be supervised at all times by an adult, especially in ablution blocks, playgrounds and the pool area. Children must wear helmets and other appropriate protective equipment whilst riding bikes, scooters and skateboards and are not to ride after dusk or prior to 8am.

6.2 There is a strict 5km/hr (walking pace) speed limit throughout the Park. This applies to all vehicles and includes (but is not limited to) bicycles and scooters. Roads are otherwise to be kept clear at all times.

6.3 Pets are not permitted in cabins/villas and units. Pets may be permitted on campsites with prior approval to be granted at Coral Bay Peoples Park's absolute discretion. If approval is granted, there is a maximum of 1 pet per site. Permission will not be granted during school holiday dates applicable in Western Australia.

6.4 There is a maximum of 1 vehicle per Accommodation site. Visitors vehicles are not permitted within the Park.

6.5 Boat and trailer parking is subject to availability and with prior approval by Coral Bay Peoples Park only, at its absolute discretion.

6.6 No quad bikes, trail bikes, other recreational motor bikes or electric scooters or skateboards are to be ridden or utilised within the Park.

6.7 The following provisions apply to campsites:

(a) There is a maximum of a total of 6 persons per site (including children and infants), with a maximum of a total of 4 adults.

(b) Campsites must be set up a minimum of 1.5 metres within the campsites boundary to ensure there is a 3 metre gap between all Accommodation.

(c) Tarps must not be used on the ground. Shade cloth or breathable matting only is to be used.

6.8 Unless otherwise determined by Coral Bay Peoples Park prior to or at the time of Booking, the following provisions apply to caravans/camper trailers:

(a) The caravan/camper trailer must fit

- within the maximum site length of 24 foot (7.3 meters). If you require additional length you must contact Coral Bay Peoples Park.
- (b) Draw bars must be facing the roadway.
- (c) If there is no waste water connection between the caravan and the intake drains, a bucket must be placed to collect waste water and emptied regularly.
- 6.9 If the Customer's caravan/camper trailer/motorhome does not comply with the provisions in clause 6.8, the Customer will be required to leave the Park and the Customer's Booking will be cancelled. All monies paid by the Customer will be forfeited to Coral Bay Peoples Park.
- 6.10 Unless otherwise determined by Coral Bay Peoples Park prior to or at the time of Booking, the following provisions apply to cabins/villas and units:
- (a) There is a maximum of a total of 2 to 6 persons per cabin/villa (including children and infants) dependant on the accommodation type, with a maximum of a total of 4 adults.
- 6.11 All Accommodation sites must be kept clean and tidy at all times.
- 6.12 Open campfires and open fire cooking are not permitted.
- 6.13 Water is in limited supply due to the Park's remote location. Re-filling of tanks and washing of vehicles (including boats and caravans/camper trailers) is prohibited.
- 6.14 Sprinklers are run continuously and moved often to ensure the lawn stays green and healthy. Customers are permitted to move or turn off sprinklers if they are in the Customer's way (acting reasonably).
- 6.15 Camper's kitchen facilities are available for guests of the Park only. Included is undercover seating, free BBQ's, hot plates, microwaves, fridge and dish washing facilities. There are also free BBQ's located around the Park. Lights go off in BBQ areas at 10pm. Guests must clean up after themselves.
- 6.16 Laundry facilities are available for guests of the Park only (fees apply). Clothes lines are located near the ablution blocks. Pet linen and apparel is not permitted in these facilities. Hanging of washing on Accommodation sites is not permitted.
- 6.17 The playground is open during sunlit hours only. Children must be supervised at all times whilst on the playground by an adult. Guests are not permitted on the equipment outside of this time.
- 6.18 Fish cleaning is not [permitted anywhere in the Park and fish waste cannot be disposed of in Park bins.
- 6.19 All Accommodation, contents, fixtures and fittings is and remains the property of Coral Bay Peoples Park at all times.
- 6.20 The Customer shall not affix any fixture or make any renovation, alteration or addition to the Accommodation, without the prior consent of Coral Bay Peoples Park, and any alterations or modifications to Accommodation must be carried out by Coral Bay Peoples Park.
- 6.21 The Customer warrants that all electrical and other equipment, including (but not limited to) extension cords and cooking facilities, brought into the Park are in good working order.
- 6.22 Coral Bay Peoples Park takes no responsibility for the suitability of the Accommodation for the Customer's specific requirements, and it is the Customer's responsibility to ensure that all Accommodation is suitable for the Customer's specific needs.
- 6.23 The Customer must notify Coral Bay Peoples Park immediately of any concern with the Accommodation.
- 6.24 Any damage to the Accommodation is the Customer's liability and the Customer must take adequate precautions to prevent any damage from occurring. The Customer will be charged for any repairs required to damaged Accommodation.
- 6.25 Coral Bay Peoples Park shall not be liable for any loss or damages arising out of the overloading, misuse or abuse of the Accommodation by the Customer and the Customer agrees to keep Coral Bay Peoples Park indemnified in respect thereof.
- 6.26 The Customer warrants that the Accommodation will be returned in the same condition as the Accommodation was hired.

- 6.27 The Customer must notify Coral Bay Peoples Park immediately of any loss or damage to the Accommodation.
- 6.28 Coral Bay Peoples Park will inspect the Accommodation after the Customer's use. Any defects, damage or state of uncleanliness shall be reported to the Customer.
- 6.29 The Customer will pay the cost of any damage to, cleaning or loss of the Accommodation, which occurred during the Booking period, and any reasonable expenses incurred by Coral Bay Peoples Park as a result of such damage, cleaning and or loss to be determined by Coral Bay Peoples Park at its absolute discretion.
- 6.30 Coral Bay Peoples Park reserves the right to use any Security Bond to cover the cost of any breakages, damage to, cleaning of or loss of the Accommodation, and any reasonable expenses incurred by Coral Bay Peoples Park as a result of such damage, cleaning and or loss.
- 6.31 The Customer acknowledges and agrees that any amounts payable in relation to any loss and damage (including cleaning) suffered by Coral Bay Peoples Park shall constitute liquidated damages that are immediately due and payable by the Customer to Coral Bay Peoples Park.
- 6.32 The Customer authorises Coral Bay Peoples Park to deduct monies from any Security Bond or Credit Card associated with the accommodation booking deposit and/or balance payment for any loss, damage, repairs or other expenses incurred during the Booking period.
- 6.33 The Customer acknowledges Coral Bay Peoples Park utilises CCTV throughout the Park to ensure the security of the Park from unauthorised access or damage.

7 Noise Levels

- 7.1 The Customer acknowledges that the Park is a public place and noise can adversely impact other patrons. Coral Bay Peoples Park do not permit excessive noise at the Park.
- 7.2 The Customer acknowledges that the Customer will ensure that the peace and quiet of other patrons and the Park is not disturbed.
- 7.3 Loud or abusive noise is not permitted at any time. Quiet time is from 10pm to 7.30am.

8 Behaviour Policy

- 8.1 Anti-social behaviour and intoxication within the Park creating a disturbance to other guests and or staff will not be tolerated and may result in the immediate eviction and or permanent ban of the Customer from the Park.
- 8.2 Where the Customer is evicted from the Park pursuant to this clause 8, the Customer shall forfeit any and all monies paid to Coral Bay Peoples Park.

9 Wildlife

- 9.1 The Customer acknowledges that wildlife gain entry to the Park from time to time and can be dangerous.
- 9.2 Wildlife should not be approach or provoked in any way.
- 9.3 Any snake sightings are to be immediately reported to Coral Bay Peoples Park.

10 Customer's Warranties

- 10.1 The Customer warrants that:
- (a) the Customer has and will comply with all applicable laws, including in relation to entry to and within Western Australia and COVID-19;
 - (b) the Customer has and will comply with all lawful directions of Coral Bay Peoples Park, including in relation to COVID-19 or any major public health event;
 - (c) there are no legal restrictions preventing the Customer from agreeing to the T&C;
 - (d) the T&C apply to the Booking only;
 - (e) the Customer acknowledges that the location of the Park, natural hazards, environment, geography, flora and fauna may involve a significant amount of personal risk. The Customer hereby assumes all such risk and does hereby release Coral Bay Peoples Park from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks;
 - (f) the Customer will report any and all hazards immediately to Coral Bay Peoples Park;

- (g) the Customer will cooperate with Coral Bay Peoples Park and provide it with information that is reasonably required and necessary as requested by Coral Bay Peoples Park from time to time, to enable Coral Bay Peoples Park to carry out the Booking and will comply with such requests in a timely manner; and
- (h) the information provided by the Customer is true, correct and complete.

11 Termination

- 11.1 Coral Bay Peoples Park may terminate the Booking and evict the Customer immediately if there has been a breach of the T&C.
- 11.2 Any termination of the Booking in accordance with this provision will result in all monies paid by the Customer to Coral Bay Peoples Park being forfeited by the Customer and retained by Coral Bay Peoples Park.
- 11.3 The accrued rights, obligations and remedies of Coral Bay Peoples Park are not affected by the termination of the T&C.

12 Liability

- 12.1 In addition to this clause 12, the Customer acknowledges reading and accepting the Waiver.
- 12.2 For the purposes of this clause 12, 'Customer' also includes any invitees of the Customer.
- 12.3 To the maximum extent permitted by law, the Customer releases, waives, discharges and indemnifies Coral Bay Peoples Park and their Representatives from any and all claims and actions, which may be made by the Customer, or on the Customer's behalf, for loss, in any way arising out of or related to the Booking or the T&C, including but not limited to property loss or damage, bodily injury or death.
- 12.4 Coral Bay Peoples Park and their Representatives shall not in any event be liable for contingent, consequential, indirect, special, and punitive or any other similar damages, howsoever caused, for any damage, injury or loss, arising out of or in connection with the Booking or the T&C, whether arising under breach of contract, negligence (commission, omission or advice), statute or otherwise.

12.5 To the maximum extent permitted by law, the total liability of Coral Bay Peoples Park and their Representatives arising out of, or in connection with, the Booking or the T&C is limited to the total value of the Booking.

12.6 This clause 12:

- (a) applies notwithstanding that any such claim, action or loss may come about, either wholly or in part, due to the negligence of or breach of a contractual term by Coral Bay Peoples Park;
- (b) is intended to be as broad and inclusive as is permitted by law; and
- (c) does not exclude, restrict or modify the application of the *Competition and Consumer Act 2010* (Cth), as amended from time to time.

13 GST

- 13.1 Unless otherwise stated, all amounts payable by the Customer are inclusive of GST.
- 13.2 The Customer agrees to pay GST in respect of any goods or services that Coral Bay Peoples Park supplies to the Customer and or are supplied to the Customer on behalf of Coral Bay Peoples Park.
- 13.3 Costs of Recovery. Any expenses, costs or disbursements incurred by Coral Bay Peoples Park in recovering any monies payable by the Customer, including dishonoured cheques, debt collection agency fees, solicitor's costs and interest thereon shall be paid by the Customer on a full indemnity basis.

14 Insurance

- 14.1 It is highly recommended the Customer obtain comprehensive travel and medical insurance including (but not limited to) cover for medical expenses, evacuation charges, trip cancellation, force majeure events, cyclones.

15 Requirements by Authorities

- 15.1 The Customer shall comply with all laws, orders, proclamations, regulations, ordinances, actions, demands or requirements of any Authority where these relate to an epidemic or pandemic (Orders).
- 15.2 Where an Order requires that a person must be vaccinated to be able to enter Western Australia or to access the Park, the Customer must comply with such Order.

- 15.3 Where the Customer:
- (a) is unable to meet any requirement of an Order (including where an Order is introduced subsequent to the Booking);
 - (b) cancels the Booking; or
 - (c) is unable to access the Park,
- as a result of a requirement of an Order, the Customer shall forfeit any and all monies paid to Coral Bay Peoples Park.

- 15.4 Where the Customer does not comply with any requirement of an Order, Coral Bay Peoples Park reserves the right to decline the Booking, cancel the Booking or refuse entry into the Park at Coral Bay Peoples Park's absolute discretion and at the Customer's cost.

- 15.5 The Customer releases and Coral Bay Peoples Park from any liability, loss or damage, of any nature, that may occur to the Customer, Coral Bay Peoples Park or any other person (including but not limited to persons in the Park) arising from complying with an Order. Such liability, loss or damage may include (but is not limited to) all costs, losses and expenditures arising from the Customer's access to the Park, any cancellation of the Booking, or any injury, illness or death of the Customer or any person.

16 Force Majeure Event

- 16.1 If any Force Majeure Event results in Coral Bay Peoples Park being prevented from, or delayed in, performing any of its obligations to the Customer:
- (a) then such a delay or prevention of performance shall not be deemed to be a breach of contract or any other obligation placed upon Coral Bay Peoples Park under these T&C;
 - (b) no loss or damage shall be claimed by the Customer from Coral Bay Peoples Park by reason thereof; and
 - (c) Coral Bay Peoples Park shall use its best endeavours to minimise and reduce any period of suspension occasioned by any Force Majeure Event.

- 16.2 In the event of a Force Majeure Event, Coral Bay Peoples Park, in its absolute discretion may:

- (a) substitute different or equivalent Accommodation in place of cancelled or modified Accommodation;
- (b) postpone, cancel or delay (either in relation to the departure or arrival dates) any aspect of the Booking if in the absolute discretion of Coral Bay Peoples Park it is necessary to do so;
- (c) offer a transfer of the Booking, or part thereof, to an alternative date within 24 months (or such longer period as is reasonable and determined by Coral Bay Peoples Park in the circumstances), which transfer option is subject to availability;
- (d) offer a credit, to the value of any monies paid, which credit will be valid for travel within 24 months from the issue date (or such other longer period as determined by Coral Bay Peoples Park in its absolute discretion), provided that:
 - (i) any additional costs payable on the new booking will be payable by the Customer in full;
 - (ii) additional costs may apply for the Accommodation in future seasons;
 - (iii) credit terms and conditions are final;
 - (iv) credits are not able to be extended beyond their expiry date; and
 - (v) the credit, or any balance on a partially used credit, is not redeemable for cash.

17 Personal Information

- 17.1 The Customer's personal information may be used by Coral Bay Peoples Park and may be disclosed to Coral Bay Peoples Park's Representatives, agents, service providers, suppliers or other third parties for any purpose associated with the Booking. Any use or disclosure of the Customer's personal information by Coral Bay Peoples Park will be in accordance with the *Privacy Act 1988* (Cth).
- 17.2 In the course of the Customer's Booking, photos or video may be taken by Coral Bay Peoples Park

or its Representatives. These images may be used in any promotional materials, website, all social media platforms (i.e. Instagram), etc., unless the Customer specifically requests in writing to Coral Bay Peoples Park to not use the Customer's image. Otherwise Coral Bay Peoples Park is granted a perpetual, royalty-free, worldwide, irrevocable licence by the Customer to use such images for publicity and promotional purposes.

18 Relationship

18.1 The T&C are not intended to create a relationship between the parties of partnership, joint venture or employer-employee.

19 Assignment

19.1 The T&C are personal to the Customer and are not able to be assigned.

20 Updating

20.1 Coral Bay Peoples Park reserve the right to update and or alter the T&C at any time for future bookings. The T&C applicable to the Customer's Booking are those that are current at the time the Booking is made.

21 Non Merger

21.1 The covenants, agreements and obligations contained herein will not merge or terminate upon the termination of this agreement and to the extent that they have not been fulfilled or satisfied or are continuing obligations they will remain in force and effect.

22 Severance

22.1 If any part of the T&C is wholly or partly invalid, unenforceable, illegal, void or voidable, the T&C must be construed as if that provision or part of a provision had been severed from the T&C and the parties remain bound by all of the provisions and part provisions remaining after severance.

23 Governing laws

23.1 The T&C are governed by and shall be construed in accordance with the laws of the State of Western Australia.

23.2 The parties irrevocably:

(a) submit to the exclusive jurisdiction of the Courts of Western Australia and the Courts competent to determine appeals from those Courts:

- (i) for determination of any dispute claim or demand; or
- (ii) with respect to any proceedings which may be brought at any time relating to these T&C,

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 23.1.