

BOOKING TERMS & CONDITIONS – BIGRIGGEN PARK

1. These Terms and Conditions

- a. These are the terms and conditions for the making of bookings and visiting the Bigriggen Camping and Caravan Park (the “Park”).
- b. In these terms and conditions, “we” “us” or “our” is a reference to Eberle Pty Ltd ACN 621 948 294 As Trustee for Eberle Investments Family Trust ABN 22 674 381 770 trading as Bigriggen Park, and “you” “your” is a reference to any guest, visitor or other person making a booking or entering the Park and includes all people in a group booking.
- c. By making a booking, whether via our website or by contacting us directly, and when you enter the Park, you acknowledge that you have read, understood and agree to adhere to these terms and conditions.
- d. We may update these terms and conditions at any time. Posting of new or updated terms and conditions to our website, at our office at the Park, or by delivery to you whilst entering or at the Park, amounts to notice of the new rules which apply immediately from that time.
- e. These terms and conditions should be read in conjunction with the [Park Rules](#). See clause 5 below regarding the [Park Rules](#).

2. Bookings and charges

- a. Powered sites may be reserved via our booking system on our website.
- b. Powered sites are not for charging electric cars. Please enquired at office for a changing station ad fees do apply.
- c. Camping sites can only be reserved for large bookings (exceeding 50 people) and reservations for large bookings must be made by contacting us. A holding fee applies to large bookings, which will be refunded on check-out but is otherwise forfeited.
- d. Camping sites are otherwise a first in best dressed system and campers select their own site.
- e. Payment in full is required at the time of making a booking and a booking is not taken to be confirmed until full payment has been received in cleared funds and a booking confirmation has been provided, either through our booking system or by us in writing.
- f. Site availability is subject to change and we may restrict site availability in certain circumstances including for the purpose of site regeneration.
- g. We may restrict guest numbers at the Park at any time and for any reason.
- h. All guests must respect check-in times and entry requirements outlined in the [Park Rules](#).
- i. Daily visitors fees apply for guests not staying overnight.
- j. All of our pricing, booking fees and charges, including daily visitor fees are outlined on our website or available on request, and may be subject to change without notice.
- k. All prices are quoted as inclusive of GST where applicable, unless otherwise stated. GST will be charged, where applicable, in accordance with the provisions of the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.
- l. All prices are quoted as inclusive of parks and wildlife charges applicable to access to the Park only. Fishing and other parks and wildlife permit fees are not included.
- m. Fees are subject to increase for Peak Periods as displayed on our website.
- n. “Peak Periods” are:
 - i. Long weekends;
 - ii. Public holidays;
 - iii. School holidays; and
 - iv. Easter and Christmas periods.
- o. Peak Periods are subject to the following minimum charge:

Easter Period	Minimum 4 nights per person
All other Peak Periods	Minimum 3 nights per person
- p. Guest classification is as follows:

Infant	0-3 years	Free
Children	4 years to 15 years inclusive	Child rate per website
Adult	16 years or older	Adult rate per website
- q. All booking and other fees and charges are non-refundable except in accordance with our cancellation policy (see below ‘Cancellations’).
- r. Maximum stay is 28 days. No permanent residency is permitted.
- s. Guests must be 18+ years old to make bookings

3. Cancellations

- a. If you become entitled to a refund or credit for your booking (as outlined below) we reserve the right to give you a refund or a credit note for a future booking.
- b. A cancellation must be made in writing to us via our contact details.
- c. If you cancel a booking, you will be entitled to the following refund or credit note for the booking charges you have paid:

Cancellation within 30 days of commencement of stay	No refund or credit note
Cancellation more than 30 days prior to commencement of stay:	Full refund or credit notes less \$10.00 administration fee.

- d. No refund or credit note applies to no-shows or early departures.
- e. If we must close the Park for any reason, including due to Government requirement, we will provide a credit note to all guests for the period of their bookings during which the Park is required to be closed.
- f. No refunds or credit notes apply for inclement weather that does not require closure of the Park.
- g. No refunds or credit notes apply to guests required to leave the Park due to breach of these terms and conditions, including the Park Rules.
- h. We recommend you obtain travel insurance for your booking if concerned about external factors which may impede your stay or reduce your stay at the Park, including injuries (see further our Park Rules regarding risk, loss and injury).
- i. All peak period bookings cancelled within 30 days will not be entitled to a refund or a credit note.

4. Credit Notes Policy

- a. Where we issue a credit note, the credit note will be for the dollar value of your refund entitlement and can be used for any future booking, daily fees and purchases at the Park.
- b. A credit note may be split over several visits as desired by you.
- c. A credit note is only valid for **six (6) months** from the date of issue. **Credit not used in this period will be forfeited.**
- d. A credit note cannot be redeemed or exchanged for cash.
- e. To use a credit note for a booking you must contact us via email to make your booking as our online booking system does not permit the use of credit notes. If your credit note is for a value exceeding your new booking, you will maintain your balance available for future bookings or other entry. If your credit note is for a value less than you booking, you must pay the difference at the time of booking. Email: admin@bigriggen.com.au include the following information:
 - Booking number
 - Full name
 - Check in date
 - Check out date
 - Type of site eg: Powered/unpowered
 - Number of adults
 - Number of Children and ages
- f. Credit notes cannot be used during Peak Periods.
- g. Any credit note not used after 6 months will be forfeited to Bigriggen Camping and Caravan Park.

5. Park Rules

- a. Access to and use of the Park and its amenities is subject to the Park Rules which are available from our website and may be posted at our site office at the Park or handed to you during entry to the Park.
- b. You must comply with all Park Rules while within the Park.
- c. The Park Rules form part of these terms and conditions and any breach of the Park Rules is a breach of these terms and conditions. Without limiting our rights against individuals, the person making a booking is liable for any breach of the Park Rules by all guests in the booking and any visitors of the booking party.

6. Breach and eviction

- a. If you are in breach of these terms and conditions, including where:
 - i. You enter the Park without our authorization;

- ii. A payment you made has been dishonored or you have failed to make a payment for access to or use of the Park or any services within the Park; or
- iii. You are in breach of any other provisions of these terms and conditions or the Park Rules;

we may require you to, immediately, with or without written notice, leave the Park.

- b. If we require you to leave the Park, you must do so within 1 hour of being requested to leave and take with you all of your equipment and belongings. Anything that is left behind may be disposed of in our discretion without notice to you and you will be liable for any costs of disposal that we incur.
- c. We reserve the right to require an entire booking party to leave where we reasonably believe that other people in your booking party are involved or have contributed to your breach.
- d. You agree, to the fullest extent permitted by law, to indemnify us and hold us and hold us harmless from any claim or liability that we may suffer and any and all costs, loss or damage that we may suffer (including legal fees on a solicitor and own client basis) resulting from or in connection with your breach of these terms and conditions, including the [Park Rules](#).

7. Our liability to you

- a. On the earlier of your making a booking or entering the Park, you declare to have read these terms and conditions and the [Park Rules](#), to have researched and considered all matters in connection with the Park, including amenities and risks, and that you make the booking or enter the Park in reliance upon these enquiries by you, and not in reliance upon any representation or matter not contained in these terms and conditions.
- b. When entering the Park, you further acknowledge the inherent and foreseeable risks to you and your booking party (including your children) in camping outdoors in the Australian environment and engaging in outdoor recreational activities which may be inherently or potentially dangerous. You acknowledge the possible presence of wildlife, including snakes and spiders, and of other guests, including their pets (Bigriggen Park is a dog friendly park). You acknowledge that we are not responsible for ensuring that all guests comply with the [Park Rules](#) or any other lawful requirements and you agree to enter the Park at your own risks in all respects.
- c. Except as otherwise expressly required by law:
 - i. we shall not be liable to you or anyone else for any requirement to close the Park or deny you access for any other reason;
 - ii. we shall not be liable to you or anyone else for any loss or damage including injury or loss of property that you may suffer while at the Park howsoever occurring except due to the direct actions of our staff;
 - iii. we expressly limit the total of our potential liability to you or anyone else, in the foregoing or any other circumstances, including in contract, tort or negligence, to a refund of all fees and charges you have paid for entry and or access to the Park, or our offer to host you again free of charge; and
 - iv. we will not be liable to you or anyone else for any consequential or indirect loss that you suffer, including loss of profit, loss of opportunity, loss of reputation or goodwill, whether arising in contract, tort, under statute or any other basis at law.
- d. Nothing in these terms and conditions seeks to exclude the application of the Australian Consumer Law, as contained in the Competition and Consumer Act 2010 (Cth) to the extent applicable. If there is any inconsistency between these terms and conditions and the Australian Consumer Law, the Australian Consumer Law prevails.

8. General

- a. These terms and conditions, together with the Park Rules, form the total of your agreement with us regarding your booking and or stay at the Park and override any prior agreement and any verbal communications.
- b. If there is any inconsistency between these terms and conditions and the Park Rules, these terms and conditions prevail.
- c. If any part of these terms and conditions or the Park Rules is or becomes void or unenforceable, that part is severed and deleted, and all remaining parts continue in full force unaffected.
- d. We will not be deemed to have agreed to waive our rights, grant concessions or vary any of these terms and conditions except in writing with you to the extent that the writing states.

- e. Without limiting our ability to give you verbal directions under the Park Rules, if we need to give you a written notice, we may give it to you in any manner authorized by law, including but not limited to:
 - i. by email to the email address you quoted in your booking or which you used to communicate with us;
 - ii. by mail to the address you listed in your booking or otherwise stated in any correspondence you have sent us; or
 - iii. by handing it to you personally, including during your stay at the Park.
- f. If you want to give us a notice or communication, such notice is only effective if given in writing to us:
 - i. by email to admin@bigriggen.com.au;
 - ii. by post to 196 Bigriggen Road, Rathdowney QLD 4287; or
 - iii. by handing it to our reception staff at the Park office.
- g. Any written notice will be deemed received:
 - i. if sent by email, when the sender's email server confirms the notice has been relayed without interruption, regardless of when it is read;
 - ii. if sent by post, 3 days after postage;
 - iii. if given in person, at the time it is given;
provided that if such time is after 5:00pm on a business day in the location of the recipient, then it will be deemed given at 9am on the next following business day.
- h. For the purpose of this clause and any other of our terms and conditions or the Park Rules, a "business day" is a day that is not a Saturday, Sunday or public holiday.
- i. These terms and conditions are made under the laws of the State of Queensland, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland in the Brisbane CBD.