

GORDON COUNTRY - TERMS and CONDITIONS Jan 2018

1. BOOKING, PAYMENT AND REFUNDS:

1.1 *By booking with us you accept our full Terms and Conditions, published on our website or on request.*

1.2 These Terms supersede any and all previous Terms and Conditions that may and/or did previously govern the relationship and any contracts or agreements between **Gordon Country** and the Client but should be read in conjunction with any specific waivers for Activities.

1.3 These Terms represent the entire Agreement between **Gordon Country** and the Client and cannot be varied, waived or amended without express written consent by **Gordon Country**.

1.4 "Activities" include but are not limited to horse riding and associated activities, bush walking, four wheel driving, bush camping, mountain biking and any other related or ancillary uses.

1.5 A booking is taken to be confirmed upon payment in full.

1.6 All camping and cabin bookings must be made in full at the time of booking.

1.7 Without proof of payment we reserve the right to obtain and keep your credit card and license details on file.

1.8 Prices and tariffs are subject to change without notice.

1.9 No refunds are offered unless such is approved at the sole discretion of **Gordon Country**.

1.10 Guests who cancel their camping booking will be offered a credit in the amount of their original booking, to be used within 6 months from the date of the original booking, subject to availability.

1.11 Guests who cancel their cabin booking within one month of their stay will not be entitled to a refund or credit. Where such is cancelled more than one month prior, guests will receive a credit to the value of 75% of their booking except where such booking was for a long weekend or during school holidays, whereupon they will receive a credit to the value of 50% of their booking. Any credit must be used within 6 months from the date the original booking was made.

1.12 Credits will only be allowed where such was requested in writing prior to the commencement of their stay.

1.13 Complimentary or reduced price stays cannot be used during peak holiday seasons or long weekends.

1.14 Unless a booking relates to a cabin or a powered site, a camping booking does not reserve a particular area or site. Camping remains a strictly 'first in, best dressed' scenario.

1.15 Prices may be subject to change and/or annual increases without notice to the Guest and any such increases since the date of booking may be payable by the Guest as determined by authorised **Gordon Country** representatives at their sole discretion.

1.16 In the event the Guest breaches any one of the Terms and Conditions contained herein, the Guest will pay to **Gordon Country**, on demand, all costs, expenses, charges and disbursements (including legal costs and expenses on an indemnity basis) that **Gordon Country** incurs as a result of the breach.

1.17 In the event the Guest breaches any one of the Terms and Conditions contained herein, guests may be asked to leave forthwith and no refunds or credits will be given.

1.18 **Gordon Country** reserves the right to ask any Guest to leave for any reason determined at **Gordon Country's** sole discretion and no refunds or credits will be given.

2. CONDUCT AND BEHAVIOUR

2.1 **Gordon Country** reserves the right to refuse anyone entry at their absolute discretion

2.2 **Gordon Country** reserves the right to ask anybody to leave at any point during their stay at **Gordon Country's** absolute discretion and no refund or credit will apply if due to the fault of the Guest, with such to be determined at the sole discretion of **Gordon Country**

2.3 All guests must take all rubbish with them when they leave

2.4 Anybody found to be dumping or leaving rubbish will be asked to leave immediately and will be subject to a \$165.00 rubbish removal and cleanup fee.

2.5 All waste from portable ablutions must be dumped in the soil waste holding tank provided on site.

2.6 The burying of ablutions effluent is *strictly prohibited* on **Gordon Country** and anybody found to be dumping effluent will be asked to leave immediately and will be subject to a \$330.00 cleanup fee

2.7 **In the case of property damage Gordon Country reserve the right to detract a reasonable and appropriate amount from your credit card to cover costs of replacement or rectification. Property damage, includes but is not limited to vandalising our camping flats with vehicle misuse (eg ‘wheelies’), broken chairs, tables, sullied doonas.**

2.8 Campers must only use established fire pits.

2.9 *Firewood may be collected on the property from fallen timber* however, trees must not be cut down.

2.10 **Motorbikes and four wheel bikes are strictly prohibited on Gordon Country and any activities related to Motocross, Enduro, Off-road motorcycles are strictly and absolutely prohibited.**

2.11 **No shooting or weapons are allowed on Gordon Country under any circumstances.**

2.12 **Chainsaws are not permitted unless a license is held.**

3. OTHER – ACTIVITIES and PETS

3.1 **Gordon Country** guests agree on booking to abide by our Rules and Regulations, inclusive of our tips for suggested safe camping.

3.2 Guests acknowledge the inherent risk of all Activities and bush camping, including but not limited to falling limbs from trees, insects, snakes and spiders and will take necessary and reasonable precautions against same. They acknowledge that this can result in permanent or temporary injury and death.

3.3 Dog owners take full responsibility for their dogs will take all necessary and reasonable precautions to prevent harm to livestock, other animals or persons.

3.4 By booking, Guests acknowledge and declare that their pets (whether horses, dogs or other) are disease free, healthy and current with all standard vaccinations.

3.5 Four wheel drivers agree and declare on booking that they have satisfactory safety gear, a current driver’s license and comprehensive insurance policies.

3.6 Four wheel drivers agree that they will not drive off track.

3.7 Four wheel driving whilst under the influence of an intoxicating substance is **strictly prohibited on Gordon Country.**

3.8 Four wheel driving at night or in wet conditions is **strictly prohibited on Gordon Country.**

3.9 Any recoveries required will be at the Guests own costs and **Gordon Country** makes no guarantees and nor representations about the safety or otherwise of the four wheel drive tracks.

3.10 **Gordon Country** reserves the right to close any or all of the four wheel drive tracks should conditions be deemed unsafe and no refunds or credits shall apply in this instance.

3.11 Horse owners agree and declare on booking that they will wear a helmet at all times whilst riding on the property, that they have appropriate safety gear and have a current and appropriate comprehensive insurance policy.

3.11.1 Guests agree on booking to comply with all relevant Australian and/or New Zealand Standards relating to helmets for horse riding and horse-related activities.

4. WARRANTIES, INDEMNITIES and EXCLUSION of LIABILITY

4.1. Gordon Country warrants that:

4.1.1 there are no legal restrictions preventing it from hosting the Guests;

4.1.2 it will immediately notify the Guest of any litigation that may materially affect the ability of **Gordon Country** to host the guest;

4.1.3 it will act lawfully and will comply with any applicable laws, regulations, industry codes of conduct and Australian standards in performing the Services;

4.1.4 it has complied with all applicable legislation, awards and industrial instruments in engaging or employing all persons who will perform the Services in accordance with this Agreement;

4.1.5 if applicable, it has a valid ABN which has been advised to the Guest; and

4.1.6 if applicable, it is registered for GST purposes.

4.2. Indemnities

a) The Guest agrees to indemnify and hold harmless **Gordon Country** against any loss or damage caused to them or their property or another person or their property during the period of their booking, howsoever incurred.

b) **Gordon Country** will not be liable for any loss or damages suffered by the guest due to any issues resulting from:

i. Matters beyond the power and control of **Gordon Country**;

ii. Inclement weather and any consequential damage from same, including but not limited to property damage or personal injury;

iii. caused by any of the client's or **Gordon Country** suppliers;

iv. caused by a breakdown in any equipment;

v. falling limbs from trees;

vi. injury from animal or insect;

vii. injury from any Activity;

viii. contributed to or caused by the Guest; and/or

ix. force majeure.

c) The obligations under this clause will survive termination of this Agreement.

4.3 The guest agrees that neither **Gordon Country**, nor servants, agents or Subcontractors at any time pursuant to these terms will in any circumstances (except where statute otherwise requires) be under any liability whatsoever (whether in contract, tort or otherwise) or for any consequential loss or injury of any kind whether such is caused or is alleged to have been caused by the negligence or wilful act or default of **Gordon Country**, its officers, servants, agents or Subcontractors or by any cause whatsoever.

4.4 **Gordon Country** will be entitled to the benefit of the exclusion of liability under clause 3.1 even if it is proved that the loss or damage resulted from an act or omission done with intent to cause damage, or recklessly and with knowledge that the damage would probably result, to the extent permissible by law.

4.5 Nothing whatsoever done or omitted to be done or other conduct by **Gordon Country** in breach of these Terms or otherwise will under any circumstances constitute a fundamental breach or repudiation of these Terms such as to have the effect of disentitling **Gordon Country** from obtaining the benefit of or enforcing any rights, defences, exemptions, immunities and limitations of liability of **Gordon Country** contained in these Terms, with all such any rights, defences, exemptions, immunities and limitations of liability and such protection to have full force and effect in any event whatsoever.

4.6 Should a Court of competent jurisdiction find the preceding 3 clauses to be invalid or in any way restricts their operation, then **Gordon Country's** liability is limited to the amount of the relevant booking.

5. VARIATION, WAIVER and JURISDICTION

5.1 **Gordon Country** may vary or waive any one of these Terms at any time at its sole discretion.

5.2 **Gordon Country** may vary these terms by removing or adding extra conditions and if done so in order to comply with legislation, the client agrees to absorb any cost or fees associated with such compliance where such does not relate to capital improvements or general management of **Gordon Country**.

5.3 The waiver of any breach of a term or condition contained herein does not constitute a waiver or of another breach of the same or any other term or condition under these Terms.

5.4 These Terms are governed by the laws of Queensland and the Client hereby submits to the jurisdiction of Queensland for the purposes of the interpretation and application of these Terms.

6. PRIVACY OF CONTRACT

6.1 The Client cannot and must not assign or attempt to assign any of its rights or obligations under these Terms without first obtaining **Gordon Country's** approval and consent in writing, which may be refused and/or withheld at the sole discretion of **Gordon Country**.

7. SEVERABILITY

7.1 If any part or all of a clause of these Terms is deemed void, illegal or unenforceable, the offending part or clause may be severed from these Terms without affecting the enforceability of the remaining clauses of the Terms.