

Booking Policy

Introduction

Welcome to RAC Parks and Resorts – If you'd like to stay with us, first you must read, understand, and accept the following Terms:

Bookings and payment

1. You can book accommodation at RAC Parks and Resorts either online, on the phone, or in person at a RAC Travel branch (if available).
2. When you make a Booking, you will be required to pay a deposit equal to at least the first night's Rate of the Booking (Deposit). You will then be required to pay the balance on your Arrival Date.
3. Once you pay for your Booking (either in whole or in part), you will be deemed to have accepted these Terms.
4. Once we have processed the payment for your Booking, we will confirm the details of your Booking with you in writing. This confirmation creates an agreement between you and us (Agreement).
5. You must pay for your Booking in Australian dollars.
6. There may be instances where you try to make a Booking but we are unable to accommodate you. We try to avoid this as much as possible, but if this happens, we will notify you that your Booking has been unsuccessful.

Changing your Booking

7. If you would like to change your Booking for any reason, you must obtain RAC's prior consent to do so.
8. While we will try our best, RAC may not be able accommodate your request to change your Booking for any reason whatsoever.
9. If we agree to change your Booking, we may adjust the Rate that applies to your Booking to reflect the applicable Rate on the changed Booking dates. In legal terms, this varies the Agreement between you and us. In practical terms, this means that the total cost of your Booking may change.

Cancelling your Booking

10. We understand that from time to time, you may need to cancel your Booking.

11. If you cancel your Booking, then the following cancellation policy applies:

a) If you book more than 30 days before your Arrival Date, you may cancel your Booking within the Cool Off Period and receive a full refund.

b) If you cancel your Booking more than 72 hours before the Arrival Date, you will receive a full refund minus a \$30 administration fee. If you are a RAC Member, you will not be required to pay the \$30 administration fee.

c) If you cancel your Booking less than 72 hours before your Arrival Date, you forfeit all monies and will not be entitled to any refund.

12. If you are a No Show your Booking will be cancelled and you will not be entitled to a refund. That is, you will still be required to pay the full amount set out in your Booking.

Transferring your Booking

13. For your safety, it's important we know who is staying at RAC Parks and Resorts at any given time. For this reason, your Booking:

a) is provided to you in your personal capacity (and any other guests named on the Booking in theirs); and

b) cannot be transferred, resold, or otherwise changed into the name of another person without RAC's prior written consent.

Repeat bookings

14. We may offer the opportunity during selected WA school holiday periods for our guests to repeat their Booking for the same school holiday period the following year (Repeat Booking). If you would like to make a Repeat Booking, then the following clauses 14-19 apply.

15. When making a Repeat Booking, you must:

a) attend the relevant RAC Parks & Resorts reception desk;

b) select your Booking dates and your Repeat Dates using our calendar available online [here](#) to identify the Comparable Annual Date; and

c) select the same accommodation category as your Booking.

16. To secure your Repeat Booking, you must either book before (whichever comes first):

a) the last day of your Booking; or

b) 5pm the day before the start of a Member Pre-Sale as advertised on our website [here](#) or otherwise communicated to you by RAC.

17. If you cancel your Repeat Booking at any time, you will forfeit your Deposit. For clarity, the cancellation policy in clause 11 does not apply to Repeat Bookings.

18. If you would like to extend your Repeat Booking to include days outside the Repeat Dates, you can do so if the accommodation is available after the time period specified in clause 16(b).

19. Repeat Bookings are not available at Ningaloo Reef Resort and some accommodation categories are excluded at our other properties. You can find details of excluded accommodation categories [here](#).

RAC member discount

20. RAC Members are eligible to discounted Rates as a member benefit. This discount is exclusive to RAC Members and is as advertised [here](#).

21. To receive this discount, you must:

a) provide your valid RAC Member number when prompted, if booking online; or

b) advise staff verbally, if booking over the phone.

22. RAC Members are required to show current proof of membership on the Arrival Date.

23. RAC Member discount is only available if your Booking is made in the same name as the RAC Member card shown on the Arrival Date.

24. RAC Member discount is only valid for direct bookings made with the RAC Parks and Resort. Third party bookings will not be eligible to receive the RAC Member discount.

25. RAC's Auto Club partners are eligible to receive a 10% discount (capped at \$40).

RAC Member Pre-Sale

26. From time to time, RAC may offer members a 48-hour window to book key WA holiday periods before the rest of the general public (RAC Member Pre-Sale). The dates of RAC Member Pre-Sales will be advertised online.

27. These Terms will apply for bookings made through the RAC Member Pre-Sale and for bookings open to the general public.

Other special offers

28. RAC may offer sales, promotions, specials, or other discounts on its Rates from time to time (Special Offer). Special Offers will not apply to any RAC Member Pre-Sales.

29. If you make a Booking in line with a Special Offer, your Booking will be subject to:

a) block out periods, including but not limited to school holidays, public holidays, and other special events;

b) potential limits on the types of accommodation available to be booked at your chosen location; and

c) certain limitations upon the length of your booking eg some Special Offers may prescribe a minimum or maximum number of nights in the Booking.

30. The special terms and conditions that apply to Special Offers may change from time to time and will always be published online.

Liability

31. You are solely responsible for your property at all times at any of the RAC Parks and Resorts.

32. If your property is lost, stolen, or damaged at any of the RAC Parks and Resorts, we are under no obligation to:

a) replace the property;

b) compensate you for; or

c) be liable for any loss or damage suffered as a result.

33. To the maximum extent permitted by law, we are not responsible or liable for any accident or, direct or indirect loss including but not limited to loss suffered to property or person, damage, fatality, injury, psychological injury, inconvenience, loss of enjoyment, disappointment or health related issue whatsoever during your stay at RAC Parks and Resorts.

34. You agree to fully and finally release and discharge us from any liability, claim, action, right or entitlement whatsoever you have against us whether known or unknown, whether accrued, contingent or inchoate arising out of, concerning or relating to your stay.

35. If you wish to claim any refund you must contact the relevant RAC Parks and Resorts directly by calling 1800 871 570.

36. If a condition or warranty cannot be excluded at law then you agree to the fullest extent permitted by law that our liability for a breach of the condition or warranty shall be, at our sole election, the re-supply or payment of the cost of re-supply of the relevant goods or services. All other conditions and/or warranties are expressly excluded to the fullest extent permitted by law.

37. You fully indemnify us against any loss, liability, damage, action, demand, expense, claim, fine, charge or obligation which we have or may suffer or incur by reason of or in any way consequent upon, arising out of or incidental to the non-performance or non-observance of the obligations and liabilities imposed on you under this Agreement or by reason of or concerning or arising out of your conduct, act or omission on or related to the Booking or your stay at RAC Parks and Resorts.

Miscellaneous

38. We take your privacy seriously and treat your personal information strictly in accordance with our obligations under the *Privacy Act 1988 (Cth)*. The RAC Group Privacy Policy is available [here](#) or by phoning 13 17 03.

39. These Terms and the Agreement are governed by the laws of Western Australia and you agree to submit to the exclusive jurisdiction of the courts of Western Australia.

40. If any clause in this Agreement becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining clauses of this Agreement shall not in any way be affected or impaired.

41. This Agreement may only be varied by a document in writing executed by all parties' authorised representatives.

42. You acknowledge and accept the above Terms applying with respect to the Booking and acknowledge having read and understood them. You understand that no other agreement or disclaimer, verbal or otherwise, applies as this Agreement together with the itinerary contains the entire agreement between you and us.

43. You confirm you are over 18 years of age and free to enter into these Terms and the Agreement.

44. We do not accept school leaver bookings. We do not have the policies, procedures or resources to accommodate groups from school leavers during the annual "Leavers" period. In particular, we do not have adequate resources to engage qualified security personnel to guarantee the safety, comfort and convenience of guests during this period. For this reason, we reserve the right to reject bookings from school leavers for the entire "Leavers" period for all RAC Park and Resorts.

45. In these Terms a reference to:

a) "*Arrival Date*" means the date you're set to arrive as set out in your Booking.

b) "*Agreement*" has the meaning given to it in clause 4 of these Terms.

c) "*Auto Club*" means any of the following: Royal Automobile Club of Queensland Limited, Royal Automobile Club of Victoria (RACV) Limited, National Roads and Motorists' Association, Royal Automobile Club of Tasmania Limited, Royal Automobile Association of South Australia Incorporated, and Automobile Association of the Northern Territory Incorporated.

d) "*Booking*" means your reservation for accommodation at RAC Parks and Resorts.

e) "*Cool Off Period*" means the 14-day period starting the day after your Booking is confirmed.

f) "*Comparable Annual Date*" means the corresponding date to your Booking dates if making a Repeat Booking, which is determined using RAC's online calendar [here](#). For example, if your Booking is for the first weekend of

February then your Repeat Booking must also be for the first weekend of February the following year (even if the calendar dates are slightly different).

g) "*Deposit*" has the meaning given to it in clause 2 of these terms.

h) "*No Show*" means the event where You do not present at the RAC Parks and Resorts on your Arrival Date.

i) "*RAC Member*" means a fully paid member of The Royal Automobile Club of WA (Inc).

j) "*RAC Member Pre-Sale*" has the meaning given to it in clause 26 of these Terms.

k) "*RAC Parks and Resorts*" means any one of the following RAC resorts and holiday parks: RAC Karri Valley Resort, RAC Busselton Holiday Park, RAC Monkey Mia Dolphin Resort, RAC Exmouth Cape Holiday Park, Ningaloo Reef Resort, RAC Cervantes Holiday Park, RAC Margaret River Nature Park, RAC Cable Beach Holiday Park, and RAC Esperance Holiday Park, or any other holiday park owned, operated or leased by us.

l) "*Rate*" means the price per night outlined in your Booking and is based on 2 people unless expressly provided otherwise.

m) "*Repeat Booking*" has the meaning given to it in clause 14 of these Terms.

n) "*Repeat Dates*" means the date of a Repeat Booking which reflects the Comparable Annual Date.

o) "*Special Offer*" has the meaning given to it in clause 28 of these Terms.

p) "*Terms*" means these terms and conditions that you are currently reading.

q) "*us, our, we*" means RAC Tourism Assets Pty Ltd (ACN 168 253 085) of 832 Wellington St, West Perth WA 6005.

r) "*you or your*" means you, our valued member or customer, as set out in the Booking (and includes any other person who participates in, is present at or attends the Booking as a participant).