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BURRUM HEADS

Terms and Conditions

These Terms and Conditions (**Terms**) govern your use of our website – riversideburrumheads.com – (our **Site**), the services offered by RIVERSIDE BURRUM HEADS PTY LTD (ACN 620 947 739) (**we, us, our, Riverside Burrum Heads**), and form a binding contractual agreement between us and you.

These Terms are important and should be read carefully. Any questions about these Terms must be directed to us in writing at riversidebh@bigpond.com before engaging our services.

Subject to any subsequent agreements you may be required to enter with us, these Terms constitute the entire agreement between you and us and supersedes all prior agreements, conduct, representations and understandings. You confirm you have not entered into this agreement on the basis of any representation that is not expressly incorporated into these Terms.

1 ACCEPTANCE OF TERMS

- 1.1 We will provide you with a copy of these Terms before you make a booking and stay at our eco tourist caravan park in Burrum Heads, QLD (**Burrum Heads Park**).
- 1.2 When you make a successful booking (subject to availability) and provide payment, provided you comply with the requirements contained in this clause 1, we permit you to stay at Burrum Heads Park (**Booking, Services**).
- 1.3 By paying any amount to us in respect of the Booking or otherwise communicating verbally or in writing to us that you wish to proceed with making a booking, you acknowledge that you have read and understood the Terms and Disclaimer and Waiver and agree to be bound by them, and all our other policies.
- 1.4 It is the responsibility and duty of the person(s) booking to ensure that all other members of their booking(s) over the age of 18 years are aware of the Terms, Disclaimer and Waiver and other policies. It is recommended a copy of this document is distributed to all persons over the age of 18. Person(s) making the Booking also assume responsibility and agree on behalf of, in regards to this document, for those in their booking under the age of 18 years.
- 1.5 We do not accept bookings without confirmation that you will have a self-contained vehicle at Burrum Heads Park, such as a caravan, camper trailer, roof top tent or vehicle that has a designated area for sleeping, on the booking site. Please contact riversidebh@bigpond.com if you have any questions about whether your vehicle qualifies as a self-contained vehicle, before you make a Booking. Once you confirm you have a compliant vehicle that will be brought to Burrum Heads Park, then additional tents, swags and marquees under the booking are permitted.
- 1.6 We do not accept bookings from persons under the age of 18 years of age. All guests under the age of 18 must be accompanied by a responsible adult such as a parent or guardian. We reserve the right to cancel any reservation where this condition is not met.

2 VARIATIONS TO TERMS

- 2.1 We reserve the right to update and change these Terms from time to time without notice.
- 2.2 You will be subject to the Terms in force at the time when you engage our Services, unless agreed otherwise by both parties in writing.

3 PRICES

- 3.1 All prices for our Bookings are in Australian dollars (AUD) and as displayed via our Site or otherwise confirmed verbally at the time of purchase.
- 3.2 All prices for our products are inclusive of GST.
- 3.3 All prices are subject to change without notice, except as displayed online or confirmed verbally at the time of purchase.

4 PAYMENTS

- 4.1 View our Burrum Heads Park season calendars to process the payment of your booking [[insert link](#)]
- 4.2 All Bookings offered are subject to availability.
- 4.3 Bookings must be paid in full at the time of booking, especially during peak season, otherwise we cannot guarantee a space will be available.



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- 4.4 Invoices and receipts for any of our products are automatically generated to the email address entered at the time of purchase or as registered to your account, but can otherwise be requested at any time by emailing riversidebh@bigpond.com.
- 4.5 In circumstances where we invoice you for payment, payment becomes due and payable in accordance with the date prescribed on that invoice. Failure to make payment by the payment due date may lead to suspension or termination of our products and services in accordance with clause 20.
- 4.6 Some of our payments are operated through an online and automated billing system by using a default payment provider (**Online Payment**). Our default payment provider may include Stripe, PayPal, Zipay, Afterpay or any other such default payment providers as nominated by us and made available on our Site from time to time. Where your payments are made via Online Payment:
- (a) You acknowledge that each default payment provider has their own terms of use and service and you agree to the terms of use and service for that default payment provider selected by you at the time of processing your order through our Site.
 - (b) You authorise us to receive the Online Payment and agree that this may occur by either debiting your account for a once-off payment, or by debiting periodic payments over a period of time (as the case permits), to ensure that all Online Payments are met and made in accordance with these Terms and the terms of our default payment provider.
 - (c) You agree to ensure sufficient funds are available in your nominated account to meet each Online Payment.
 - (d) You agree not to cancel any Online Payment due to us and that we may rely on these Terms to reinstate or recover any cancelled Online Payment or default in Online Payment until such time as they are made.
 - (e) In the event there are insufficient funds in your nominated account to meet the periodic payment, or where the periodic payment is in default, we reserve our right to charge you a fee.
 - (f) In that event, you also authorise us to debit your nominated account within 3 business days of the initial default, for the Online Payment and any associated fee referred above.
- 4.7 Any default in Online Payment or any payment by the payment date may lead to suspension, or termination of use of the Burrum Heads Park in accordance with clause 20.
- 4.8 If you fail to pay the Price of the Booking when due, you acknowledge that we reserve the right to suspend or terminate your use of the Burrum Heads Park. We will not be liable for any loss suffered by you as a result of such suspension or termination.
- 4.9 You agree to us keeping a record of your credit card details, should you incur an additional fee during your stay at the park.
- 4.10 We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.
- 4.11 You must pay us all amounts owed and other amounts without set-off or claim under any circumstances, including if a dispute exists in relation to the Services provided.

5 CHECK IN AND CHECK OUT

- 5.1 You are required to check in between 10am and 5pm. Please contact us if you wish to check in later than 5pm.
- 5.2 You are required to check out before 12pm on the last day of your Booking.

6 YOUR OBLIGATIONS

- 6.1 You must provide, within a reasonable amount of time, accurate, complete and current information or documentation reasonably required by us.

Code of Conduct

- 6.2 During your stay at Burrum Heads Park, you agree that you must:
- (a) act in a courteous and respectful manner to other persons staying at or visiting the Burrum Heads Park (**Guests**);
 - (b) not engage in behaviour that discriminates on the basis of another person's race, gender or sexual orientation;



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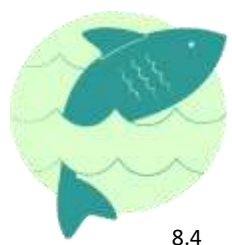
- (c) not use offensive or abusive language;
 - (d) not engage in violence of any type, including towards other Guests;
 - (e) not cause any damage to the of property of other Guests;
 - (f) not cause any damage to the campgrounds at Burrum Heads Park;
 - (g) be respectful of native wildlife;
 - (h) not play loud music;
 - (i) not make loud noises before 9am or after 9pm, and during the period from 9am to 9pm keep noise to a moderate level in a manner that doesn't impede on the enjoyment of other Guests;
 - (j) only use generators between 9am to 11am and 4pm to 6pm;
 - (k) not hold noisy parties;
 - (l) not have excessive amounts of alcohol on the site;
 - (m) supervise your pets and ensure they are under your control at all times, keeping them on a leash if necessary, and ensuring your pets do not cause any destruction to the surrounding wildlife or property of other Guests;
 - (n) not let your pets roam to the areas allocated to other Guests or outside the property boundary (in the national park), noting stray dogs outside the boundary may be treated as wild dogs; and
 - (o) ensure you clean up after your pets.
- 6.3 If we have to attend your allocated site at Burrum Heads Park after 9pm to address excessive noise created by you and any other attendees under your Booking, we will charge you a \$20 fee and reserve the right to terminate your stay at the park.
- 6.4 If you breach the obligations contained in clause 6.1 we reserve the right to immediately terminate your stay at Burrum Heads Park, which will result in the forfeiture of all amounts paid for the Booking.
- 6.5 You acknowledge and agree that you are solely responsible for any injury, damage or loss suffered by us or other guests caused by your pet(s).
- 6.6 On arrival to Burrum Heads Park you may be provided with a coloured flag with a number on it. A \$10 deposit may be required per flag, per vehicle, which will be refunded once the flag is returned at the end of your stay. If we require you to use a flag to indicate you are a customer, the flag must be displayed in a clearly visible location on your vehicle, such as your antenna or dashboard. Ensure you remove your flag when driving your vehicle.
- 6.7 When providing our Services, we may request that you provide us with responses, feedback, completed questionnaires, and other information so we can best deliver our services. You agree that you will provide any such information in a timely manner.

7 CAMPSITES

- 7.1 You are required to maintain a minimum of 15 meters separation from other campers' campsites.
- 7.2 You must not walk through other Guest's campsites.
- 7.3 We permit grey water to be flushed onto the ground.
- 7.4 You are required to leave campsites clean and free from litter.

8 DRIVING IN BURRUM HEADS PARK

- 8.1 You agree to abide by the maximum speed limit of 20 kilometres per hour when driving on the roads and tracks in Burrum Heads Park.
- 8.2 To drive in Burrum Heads Park you must hold a full driver's licence. Learner drivers are not permitted to drive on the property.
- 8.3 You must not drive in Burrum Heads Park in a manner that causes damage to the roads throughout the park, including but not limited to creating burnouts and doughnut marks on the road or snaking.



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- 8.4 You agree to indemnify us for any damage caused by you to any tracks or roads throughout the park.
- 8.5 You must not drive off-road or in areas that are clearly not part of the main property roadways.
- 8.6 You must not drive through the mangrove or tidal areas.
- 8.7 You must not drive your car wheels past the last block on the jetty.
- 8.8 All passengers of a vehicle driving in Burrum Heads Park must remain inside the vehicle whilst the vehicle is in use. It is not permitted to be positioned on top of a vehicle at any time.
- 8.9 You must not tow or haul any object behind your vehicle, other than a functioning registered vehicle or trailer.

9 SUPERVISION OF CHILDREN

- 9.1 Parents or guardians are responsible for their children's safety and behaviour while at Burrum Heads Park.
- 9.2 Children under the age of 8 years of age must be accompanied by an adult to recreation areas, such as dams, bush tracks, spit and mangrove areas and park amenities.
- 9.3 Guests under the age of 18 years of age are not permitted to stay overnight in the park unless accompanied by an adult 18 years of age or over.

10 SITE BUILDINGS

- 10.1 You must not smoke within 4 metres of any site buildings.
- 10.2 You are required to ensure that all areas in site buildings are kept clean and tidy.
- 10.3 You agree to indemnify us for any damage caused to any structure by you or any other Guest listed under your Booking and will be charged for the repair costs.
- 10.4 Regarding the showers on the property, as sand and dirt can clog the pipes, please ensure you rinse and mud and sand off before using the shower.
- 10.5 You must not wash your clothes, pets or dishes in the showers or sinks.

11 FIRES

- 11.1 Creating campfires is permitted, unless fire ban is in place at the time of your Booking or your stay.
- 11.2 You must obtain prior consent from us before using any new fire pit areas.
- 11.3 Campfires must be built at least 10 metres away from shrubs, trees, tall grass, or other vegetation that could catch fire, and must be positioned away from any objects, such as fences, tables or personal property of other Guests that could catch fire.
- 11.4 Campfires on the ground and in personal pits are permitted.
- 11.5 You must keep campfires contained to a sensible, controllable level and it must not be greater than 600mm in diameter.
- 11.6 You agree to indemnify us for any damage caused by you as a result of creating a campfire on the property.
- 11.7 You may purchase local rough-cut hardwood on site.
- 11.8 Gathering of kindling and dead wood under 1" (25mm) is permitted.
- 11.9 You are permitted to bring your own wood.
- 11.10 Use of chainsaws, gathering logs or gathering from obvious wood piles is strictly prohibited.
- 11.11 It is illegal to gather wood from within the national park, i.e. outside the property.

12 BOATS AND FISHING

- 12.1 Small watercraft may launch from the side of the jetty.
- 12.2 Boats and watercraft may be anchored, moored, tied off around the spit and surrounding area but must be such that it does not cause obstruction/interference with other crafts and swimmers that wish to enter or exit the water.



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- 12.3 Mooring off the front of the pontoon is not permitted as it blocks the fishing for other Guests.
- 12.4 You acknowledge and agree that you are solely responsible for complying with local QLD fishing laws. Reported breaches of these Laws may be reported to authorities.
- 12.5 You acknowledge and agree that you have read and agree to the Waivers and Disclaimers and are aware of the risks associated with using boats and accept full responsibility for your actions while on the water.

13 TOILETS

- 13.1 The toilets on the property utilise a bio digestive septic system and any non-organic materials or chemicals placed in this system can cause serious issues that result in potential pollution to the environment and significant cost to us.
- 13.2 You agree that you must not place any rubbish, feminine hygiene products or any other non-organic materials including but not limited to, plastic bags or other plastic items, nappies or cigarette butts, in the toilet.
- 13.3 The dumping of cartridges and portable toilet systems is strictly prohibited. If you dump those systems, you agree to pay an amount of up to \$500 to account for the damage to the property, as the tank will have to be pumped out and the area cleaned.

14 RUBBISH

- 14.1 As of the 1st of April rubbish bins will no longer be provided, please take your rubbish with you.
- 14.2 Littering is not tolerated.

15 VISITORS

- 15.1 A day pass is to be purchased for each visitor of a Guest.
- 15.2 Visitors without a day pass are prohibited from entering Burrum Heads Park, without prior approval from management.

16 MARKETING AND PROMOTIONAL PHOTOS

- 16.1 You understand and acknowledge that we may from time to time take photos of various activities taking place at Burrum Heads Park for promotional and marketing purposes only.
- 16.2 You acknowledge and agree that the photos may be used in the production of marketing and promotional materials to be used by us to promote Burrum Heads Park. You agree that we can use the photos for marketing and promotional purposes.
- 16.3 You hereby waive any and all legal rights you may have against us in respect of photos documenting your stay in Burrum Heads Park and grant us the absolute right and permission to copyright and use, reuse and publish the photos where you may be depicted or included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations from time to time, or reproductions thereof in colour or otherwise, made through any medium and in any and all media now or later known, for art, advertising, trade or any other legal purpose. You also consent to the use of any printed matter in conjunction with that use.

17 DISCLAIMER

- 17.1 Please ensure you have read and understood our Disclaimer and Waiver on page 16 of this document.

18 CONFIDENTIALITY

- 18.1 We respect your confidential and proprietary information, personal information, ideas, plans and trade secrets (collectively, Confidential Information) and by using our Services, you agree to respect the same rights of the other guests of the Burrum Heads Park (Guests) and representatives of ours.
- 18.2 You agree:
 - (a) That any confidential information shared by Guests or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Guest or representative who discloses it.
 - (b) Not to disclose such information to any other Guest or representative.
 - (c) That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.



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- (d) That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations and we have the ability in our sole discretion to ask you to leave Burrum Heads Park.

18.3 This clause survives termination of these Terms.

19 COPYRIGHT AND TRADE MARK NOTICES

- 19.1 All material on our Site and any materials we may provide you including (but not limited to) documents, templates, text, graphics, information architecture and coding (Our Content), is subject to copyright. While you may browse or print Our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you'd like to use, copy or reproduce it. Modification of Our Content for any other purpose is a violation of our copyright and other proprietary rights, and is strictly prohibited.
- 19.2 You acknowledge that you do not acquire any ownership rights by using the Site or Our Content.
- 19.3 The trade marks, logos, and service marks displayed on our Site to denote our brand are either registered or unregistered trade marks of us (our Marks). Our Marks, whether registered or unregistered, may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion with customers, or in any manner that disparages us.
- 19.4 Nothing contained on our Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any our Marks without our express written permission.
- 19.5 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that we will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.
- 19.6 This clause survives termination of these Terms.

20 BOOKING CHANGES, CANCELLATIONS AND REFUNDS

- 20.1 It's in our sole discretion to approve or reject any requested changes to an existing Booking, such a changing dates or the number of people included in the Booking. All requests must be provided in writing.
- 20.2 We charge an administration fee of \$30 where we approve any changes to a Booking and the value of the new booking is less than the original booking value.
- 20.3 Regarding Bookings during peak season (during school holidays and public holidays):
- (a) if you provide us with more than 60 days' written notice of your intention to cancel your Booking, we will provide a full refund, less a \$30 administration fee.
 - (b) if you provide us with 30 to 60 days' written notice of your intention to cancel your Booking, we will provide a 50% refund, less a \$30 administration fee.
 - (c) if you provide us with less than 30 days' written notice of your intention to cancel your Booking, this will result in a forfeiture of all amounts paid for the Booking.
- 20.4 Regarding Bookings during the off-peak season:
- (a) if you provide us with more than 24 hours written notice of your intention to cancel your Booking, we will provide a full refund, less a \$30 administration fee.
 - (b) if you provide us with less than 24 hours written notice of your intention to cancel your Booking, this will result in a forfeiture of all amounts paid for the Booking.
- 20.5 If we provide you with a refund, we will process the refund using the same credit card used to make the booking and it will be processed within 14 days.
- 20.6 During warmer months sandflies, midges, mosquitoes and march flies may be present. We do not provide refunds for Guests who choose to leave due to the presence of these insects at Burrum Heads Park.
- 20.7 Any cancellation request will be assessed on a case by case basis.
- 20.8 Refunds are not provided for our Services, other than in accordance with the Australian Consumer Law, as set out in Schedule 2 to the *Australian and Competition Act, 2010* (Cth).



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20.9 Any initial deposits paid to us for the provision of Services to you are non-refundable.

20.10 Any refund requests will be assessed on a case-by-case basis.

21 TERMINATION

21.1 We reserve the right to suspend or terminate your stay at Burrum Heads Park immediately if you breach any of your obligations under these Terms, as determined by us in our sole discretion.

21.2 Should you breach your obligations under these Terms, which results in loss or damage suffered by us, you may incur an additional fee to compensate for the damage or loss.

22 DISCOUNTS, PROMOTIONS AND OFFERS

22.1 From time to time, we may offer the opportunity to stay at Burrum Heads Park at a discounted or promotional price, subject to these Terms.

22.2 Any discounts, promotions and offers will be confined to the time period and additional terms in accordance with the details of that respective discount, promotion and/or offer as published online from time to time on our Site.

23 LIABILITY IS LIMITED

23.1 We provide the Services on an "as is" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by Law. Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the services that are not expressly set out in these Terms to the maximum extent permitted by Law.

23.2 Without limiting the generality of clause 22.1, we expressly exclude any liability in contract, tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of our Services.

23.3 We shall not be liable for any action or inaction taken by another Guest which results in any loss, damage or injury to you.

23.4 Subject to the other terms of this clause, our maximum aggregate liability owed to you in for any loss or damage or injury arising out of or in connection with the supply of our Services under these Terms, including any breach by us of these Terms however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the actual charges paid by you under these Terms in the one month period preceding the matter or the event giving rise to the claim.

23.5 The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by law, including but not limited to, those rights under the Australian Consumer Law.

23.6 If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the Australian Consumer Law that cannot be excluded, our total liability to you for that failure is limited to, at our option, to the resupply of the Services or the payment of the cost of resupply.

23.7 Subject to the other terms of this clause, we exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of profits, loss of sales or business, loss of production, loss of agreements, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill or reputation or loss of use or corruption of data or information.

23.8 This clause applies to the fullest extent permitted by Law and shall survive termination of these Terms.

24 YOUR INDEMNITY

24.1 You agree to indemnify us and our officers, agents, partners, directors, shareholders and employees and subcontractors, against any direct losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with:

- (a) your stay at Burrum Heads Park;
- (b) any claim made against us or you by a third party (including any Guest) arising out of or in connection with your stay at Burrum Heads Park and/or these Terms;
- (c) any breach of these Terms by you, including any failure to pay fees;



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- (d) any reliance by you or a third party on our Services or any advice or information provided in connection with your stay at Burrum Heads Park and/or these Terms; and
 - (e) the enforcement of these Terms.
- 24.2 You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by Law.
- 24.3 We are not responsible, and expressly limit our liability to the extent permitted by law, which is without limitation to your rights under the *Australian Consumer Law*, for damages of any kind arising out of use, reference to, or reliance or use on any information contained within our Site or by engaging our service.
- 24.4 This clause survives the termination of this agreement.

25 NO DISPARAGEMENT

- 25.1 At all times, you must not make any public or private statement or comment, whether oral or in writing, which in our reasonable opinion is adverse to the interest, reputation or commercial standing of or is in any respect a disparaging remark or representation about us, any of our services, or Burrum Heads Park nor any statement that is false and does or has the tendency to damage our reputation of by any method, including but not limited to any social media platform or website anywhere in the world.
- 25.2 Should you breach this clause, you hereby indemnify us in accordance with clause 23 above.

26 FORCE MAJEURE

- 26.1 We will not be in breach of these Terms or liable to you for any Loss incurred by you as a direct result of our failing to provide or being prevented from, hindered or delayed in providing you access to Burrum Heads Park or performing any other of our obligations under these Terms where such prevention, hindrance or delay results from a Force Majeure Event.
- 26.2 If a Force Majeure Event occurs, we will notify the you (Non-affected Party) in writing as soon as practicable and that notice must state the particulars of the Force Majeure Event and the anticipated delay.
- 26.3 On providing the notice in the above clause, we will have the time for performance of the affected obligations extended for a period equivalent to the period during which performance has been delayed, hindered or prevented, however, we will continue to use all reasonable endeavours to perform those obligations.
- 26.4 The performance of the affected obligations will be resumed as soon as practicable after such Force Majeure Event is removed or has ceased.
- 26.5 References to a Force Majeure Event in this clause means: events, circumstances or causes beyond a party's reasonable control including (but not limited to):
- (a) strikes, lock-outs or other industrial action;
 - (b) civil commotion, riot, invasion, cyber-attack, service attack, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - (c) fire, explosion, storm, flood, earthquake, subsidence or other natural disaster;
 - (d) epidemic, pandemic, health emergencies, disease;
 - (e) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - (f) interruption or failure of utility services (including the inability to use public, private telecommunications networks, servers or third party hosting platforms); and
 - (g) the acts, decrees, legislation, regulations or restrictions of any Government Agency;
- however does not include a lack of funds.
- 26.6 References to Loss in this clause means: any loss, liability, cost, charge, expense, Tax, Duty or damage of any nature whatsoever, including special, incidental, or consequential damages, losses or expenses (howsoever arising or caused, including, without limitation, negligence).

27 LINKED WEBSITES, AFFILIATES OR SPONSORS



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- 27.1 Any links to other websites on our Site, which are not operated by us are not controlled by us and we accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of any linked sites will be subject to the terms of use and service contained within each such site.
- 27.2 As affiliates of certain services we may also receive compensation for recommending, endorsing or promoting services as featured on our Site or in the course of delivering our services. Any affiliation or sponsorship is for remuneration purposes only and is not an expression of our own recommendation, endorsement or promotion of those services which are not our own.
- 27.3 We make no representation or warranty as to the recommendations, endorsements or promotions we make of certain services, unless expressly stated otherwise. You acknowledge and agree that any remuneration or other non-monetary benefit we receive from our affiliated, endorsed or sponsored services is for the purposes of that affiliation, endorsement and sponsorship only. We expressly disclaim any liability arising from your use or reliance of any recommended, endorsed or promoted services by us which are not our own and caution you to make your own independent inquiry prior to any such use or purchase.

28 SEVERABILITY

- 28.1 If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

29 NO ASSIGNMENT

- 29.1 You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with us, without our prior written consent.
- 29.2 We may assign or transfer our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

30 SUB-CONTRACTING

- 30.1 We are free to sub-contract any of our obligations under these Terms, but such sub-contracting will not release us from our liabilities under these Terms.

31 BINDING ON SUCCESSORS

- 31.1 These Terms shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

32 DISPUTE RESOLUTION

- 32.1 If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.
- 32.2 Any party claiming that a dispute exists must notify the other party to the dispute (Second Party) in writing of the nature of the dispute.
- 32.3 In the case of claims against us, all notices are to be provided to riversidebh@bigpond.com.
- 32.4 If the dispute is not resolved by agreement within 10 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 10 business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.
- 32.5 Once a mediator is appointed, the parties agree that:
- (a) The costs of the mediator shall be borne equally between the disputing parties.
 - (b) The chosen mediator shall determine the procedures for mediation.
 - (c) The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
- 32.6 If the parties have not mediated a resolution of the dispute within 10 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.



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- 32.7 Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.
- 32.8 Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.
- 32.9 This clause survives termination of these Terms.

33 APPLICABLE LAW

- 33.1 These Terms shall be construed in accordance with and governed by the laws of Queensland, Australia. You consent to the exclusive jurisdiction of the courts in Queensland, Australia to determine any matter or dispute which arises between us.

34 YOUR FEEDBACK

- 34.1 We welcome enquiries or feedback on our Site. Unless specifically stated by you, we shall treat any information you provide us with, as non-proprietary and non-confidential. Please see our Privacy Policy for further details.
- 34.2 If you have questions or comments regarding this Site or our services, please email us at riversidebh@bigpond.com. © Progressive Legal Pty Ltd – All legal rights reserved (2021). These Terms were last updated in January 2021.

Privacy Policy

35 Introduction

- 35.1 RIVERSIDE BURRUM HEADS PTY LTD (ACN 620 947 739) (**we, us, our**) recognises the importance of protecting the privacy and the rights of individuals in relation to their personal information.
- 35.2 This privacy policy sets out our commitment to protecting the privacy of your personal information and how it is collected whether through our website (**Site**), directly from you or otherwise.
- 35.3 We respect your rights to privacy under the Privacy Act 1988 (Cth) (**Privacy Act**) and the Australian Privacy Principles, and we manage the collection and disclosure of your personal information in accordance with these requirements.
- 35.4 We also uphold your rights to privacy if you are based in the European Union, in accordance with the General Data Protection Regulation (EU) (**GDPR**). Your rights under the GDPR are listed in clause 12.
- 35.5 If you do not wish to provide personal information to us, then you do not have to do so. However, this may affect your use of this Site or any products and services offered on it.

36 What is your personal information?

- 36.1 When used in this privacy policy, the term "personal information" has the meaning given to it under the Privacy Act and GDPR.
- 36.2 In general terms, it is any information that can be used to personally identify you. This may include your name, address, telephone number, email address and profession or occupation.
- 36.3 If the information we collect personally identifies you, or you are reasonably identifiable from it, the information will be considered personal information.
- 36.4 We may also collect some information that is not personal information because it does not identify you or anyone else. For example, we may collect anonymous answers to surveys or aggregated information about how users operate on our Site.
- 36.5 Your personal information will not be shared, sold, rented or disclosed other than as described in this privacy policy.

37 What information we may collect from you

- 37.1 We may collect the following personal information from you:
- (a) names;
 - (b) email address;
 - (c) telephone number;
 - (d) date of birth;



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- (e) business management information;
- (f) vehicle registration;
- (g) any information we are required to collect to comply with legislation regarding COVID-19 contact tracing;
- (h) billing, mailing, business and/or residential address;
- (i) business or company numbers and names;
- (j) banking, credit card, or other online payment details to process bookings;
- (k) various forms of identification;
- (l) medical information;
- (m) emergency contact details, including next of kin.

37.2 We collect personal information about you so that we can perform our business activities and functions and to provide best possible quality of customer service. We collect, hold, use and disclose your personal information for the following purposes:

- (a) to allow you to book a place and stay at Riverside Burrum Heads;
- (b) to provide our services to you;
- (c) to allow us to conduct our business functions;
- (d) to conduct internal record keeping;
- (e) to identify and understand user needs;
- (f) to enable us to process your personal data;
- (g) to personalise and customise your experiences on our Site;
- (h) to send communications requested by you;
- (i) to answer enquiries and provide information about Riverside Burrum Heads;
- (j) to conduct market research, business development and marketing activities (including direct marketing);
- (k) to send you promotional information about Riverside Burrum Heads and about third parties that we think you may find interesting;
- (l) to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in cooperation with any governmental authority; and
- (m) for our internal administrative, marketing and planning requirements.

38 How do we collect your personal information?

38.1 We collect your personal information directly from you unless it is unreasonable or impracticable to do so. When collecting personal information from you, we may collect in ways including:

- (a) when you make an enquiry about Riverside Burrum Heads;
- (b) when you fill in any of our online forms or physical forms provided at the park, including when making online bookings;
- (c) through your access and use of our Site;
- (d) during conversations between you and our representatives or through any other means or platforms, including via email or social media;
- (e) when you ask to be placed on one of our subscription/ mailing lists;
- (f) when you become a customer of ours or otherwise stay at Riverside Burrum Heads;



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- (g) when you use or access our social media pages, which may be collected through use of web analytics tools, 'cookies' or other similar tracking technologies that allow us to track and analyse your Services usage;
- (h) when you visit any links shared via our social media posts, emails or other landing pages; and
- (i) during any and all calls between you and our representatives.

39 What happens if we can't collect your personal information?

39.1 If you do not provide us with the personal information described above, some or all of the following may happen:

- (a) we may not be able to provide our products or services to you, either to the same standard or at all;
- (b) we may not be able to provide you with information about services that you may want, including information about special promotions; or
- (c) we may be unable to tailor the content of our Site to your preferences and your experience of our Site may not be as enjoyable or useful.

40 Our Site

Site User Tracking Experience

- 40.1 We may use tracking software to review and improve your experience of our Site, Surveys and landing pages. In particular, we may use Facebook Pixel, Infusionsoft, Active Campaign, Google Analytics, YouTube, etc.
- 40.2 When visiting our Site, the site server makes a record of the visit and logs the following information for statistical and administrative purposes:
- (a) the user's server address – to consider the users who use the site regularly and tailor the site to their interests and requirements;
 - (b) the date and time of the visit to the site – this is important for identifying the Site's busy times and ensuring maintenance on the site is conducted outside these periods;
 - (c) pages accessed and documents downloaded – this indicates to us which pages or documents are most important to users and also helps identify important information that may be difficult to find;
 - (d) duration of the visit – this indicates to us how interesting and informative the our site is to users;
 - (e) the type of browser used – this is important for browser specific coding; and
 - (f) in order to optimize our Site and better understand it's usage, we collect the visiting domain name or IP address, Computer Operating System, Browser Type and Screen Resolution.
- 40.3 We may use advertising products, such as Remarketing with Facebook, Google Analytics and Google Analytics Demographics and Interest Reporting. Google Analytics collects data about our Site traffic via Google Advertising cookies and anonymous identifiers.
- 40.4 Data collected via these Google products is not linked with any personally identifiable information you submit while on our Site. If you wish to opt out of the Google Analytics data collection, you may do so on Google's Site at tools.google.com/dlpage/gaoptout.

Cookies

- 40.5 When you access our Site, we may send a "cookie" (which is a small summary file containing a unique ID number) to your computer. This enables us to recognise your computer and greet you each time you visit our Site without bothering you with a request to register. It also enables us to keep track of services you view so that, if you consent, we can send you news about those services.
- 40.6 We also use cookies to measure traffic patterns, to determine which areas of our Site have been visited and to measure transaction patterns in the aggregate.
- 40.7 We use this to research our users' habits so that we can improve our online services. Our cookies do not collect personal information. If you do not wish to receive cookies, you can set your browser so that your computer does not accept them. We may log IP addresses (that is, the electronic addresses of computers connected to the Internet) to analyse trends, administer the Site, track users' movements, and gather broad demographic information.



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- 40.8 The Site may contain content and sharing tools embedded from various social networks, such as Facebook. These suppliers may use and place cookies on your device. We do not have access to, and cannot control, these cookies or the personal data and information that they may collect. You therefore need to check the websites of these suppliers to get further information on how they manage cookies and what information their cookies collect.

Security

- 40.9 As our Site is linked to the Internet, and the Internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us online.
- 40.10 We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the Internet. Accordingly, any personal information or other information which you transmit to us online is transmitted at your own risk.

Links

- 40.11 We provide links to websites outside of our Site, as well as to third party websites. These linked sites are not under our control, and we cannot accept responsibility for the conduct of any companies, businesses, affiliates, advertisers and sponsors, linked to our Site.
- 40.12 Before disclosing your personal information on any other website or to any third party, we advise you to examine the terms and conditions of using that websites and its privacy policy. Third party websites are responsible for informing you about their own privacy practices.

41 Who do we disclose your information to?

- 41.1 We may disclose your personal information to:
- (a) our directors, employees, agents, contractors or service providers, including, without limitation, consultants web hosting providers, IT systems administrators, mailing houses, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors, and professional advisors such as accountants, solicitors, business advisors, for the purposes of operating our Site or our business, fulfilling requests by you, and to otherwise provide services to you;
 - (b) suppliers and other third parties with whom we have commercial relationships, for business, marketing, and related purposes, which may include overseas parties;
 - (c) credit reporting agencies and courts, tribunals, regulatory authorities where customers fail to pay for goods or services provided by us to them, and other law enforcement officers as required by Law; and
 - (d) any other organisation for any authorised purpose with your express consent.
- 41.2 We only disclose this information if the third party has agreed to comply with the standards in our privacy policy.
- 41.3 If there is any change or potential change to the control of our business pursuant to the sale, assignment or transfer of the business, or business assets, its assets and/or liabilities, we reserve the right to sell, assign and/or transfer our user databases, together with any personal information and non-personal information contained in those databases to the extent permitted by law. In that event, your personal information may be disclosed to a potential purchaser, assignee or transferee, however any disclosures will only be made in good faith and where confidentiality is maintained.

42 Direct marketing materials

- 42.1 We may send you direct marketing communications and information about our services that we consider may be of interest to you. These communications may be sent in various forms, including mail, SMS and email, in accordance with applicable marketing laws, such as the Spam Act 2003 (Cth).
- 42.2 If you indicate a preference for a method of communication, we will endeavour to use that method whenever practical to do so.
- 42.3 In addition, at any time you may opt-out of receiving marketing communications from us by contacting us (see the details below) or by using opt-out facilities provided in the marketing communications and we will then ensure that your name is removed from our subscription/ mailing list.
- 42.4 We do not provide your personal information to other organisations for the purposes of direct marketing.

43 Security and data quality



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- 43.1 We take reasonable steps to ensure your personal information is protected from misuse and loss and from unauthorised access, modification or disclosure.
- 43.2 We strive to ensure the security, integrity and privacy of personal information that you submit to us through our Site. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.
- 43.3 We endeavour to take all reasonable steps to protect the personal information you may transmit to us or from our online products and services. Once we do receive your transmission, we will also make our best efforts to ensure its security on our systems.
- 43.4 In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us.
- 43.5 We may hold your information in either electronic or hard copy form. Personal information is destroyed or de-identified when no longer needed or when we are no longer required by Law to retain it (whichever is the latter).
- 43.6 Should a data breach involving personal information occur:
- (a) We will take positive steps to address the breach in a timely manner and take remedial action such that the data breach does not result in serious harm.
 - (b) We will undertake reasonable and expeditious assessment to determine if it is an 'eligible data breach', that is a breach likely to result in serious harm to any individual affected.
- 43.7 In compliance with Privacy Amendment (Notifiable Data Breaches) Act 2017, Fiftyfive5 agree that if they become aware of reasonable grounds to believe an eligible data breach has occurred they will promptly notify the Office of the Australian Information Commissioner (Commissioner), the Association of Market and Social Research Organisations (AMSRO) and the affected individuals at likely risk of serious harm.

44 How long do we retain your personal data?

- 44.1 We will only keep your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.
- 44.2 To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.
- 44.3 By Law, we must keep basic information about our customers (including contact, identity, financial and transaction data) for five years for Australian tax law purposes.
- 44.4 In some circumstances, you can ask us to delete your data; see your legal rights below for further information.
- 44.5 In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

45 If I am based in the EU, what are my legal rights under the GDPR?

- 45.1 If the General Data Protection Regulation applies to you because you are in the European Union, you have rights under data protection laws in relation to your personal data:
- (a) The right to be informed – that's an obligation on us to inform you how we use your personal data;
 - (b) The right of access – that's a right to make what's known as a 'data subject access request' for copy of the personal data we hold about you;
 - (c) The right to rectification – that's a right to make us correct personal data about you that may be incomplete or inaccurate;
 - (d) The right to erasure – that's also known as the 'right to be forgotten' where in certain circumstances you can ask us to delete the personal data we have about you (unless there's an overriding legal reason we need to keep it);
 - (e) The right to restrict processing – that's a right for you in certain circumstances to ask us to suspend processing personal data;



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- (f) The right to data portability – that’s a right for you to ask us for a copy of your personal data in a common format (for example, a .csv file);
- (g) The right to object – that’s a right for you to object to us processing your personal data (for example, if you object to us processing your data for direct marketing); and
- (h) Rights in relation to automated decision making and profiling – that’s a right you have for us to be transparent about any profiling we do, or any automated decision making.

45.2 These rights are subject to certain rules around when you can exercise them.

45.3 If you wish to exercise any of the rights set out above, please contact us at riversidebh@bigpond.com.

46 How can you access and correct your personal information?

- 46.1 You may request access to any personal information we hold about you at any time by contacting us (see the details below).
- 46.2 Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (for example, by mailing or emailing it to you).
- 46.3 We may charge you a reasonable fee to cover our administrative and other reasonable costs in providing the information to you.
- 46.4 We will not charge for simply making the request and will not charge for making any corrections to your personal information.
- 46.5 There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. If that happens, we will give you written reasons for any refusal.
- 46.6 If you believe that personal information we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider if the information requires correction. If we do not agree that there are grounds for correction, then we will add a note to the personal information stating that you disagree with it.

47 How can you withdraw your consent to this privacy policy?

- 47.1 You may withdraw your consent to this privacy policy at any point. If you wish to withdraw your consent to our collection and retention of your data, please contact our Data Protection Officer at riversidebh@bigpond.com and we can arrange for your data to be deleted, destroyed or returned to the extent we are permitted by law. However, this may affect your use of this Site or any products and services offered on it.
- 47.2 You may choose to restrict the collection or use of your personal information. If you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by contacting us at the email address listed in this privacy policy.
- 47.3 To unsubscribe from our e-mail database, or opt out of any communications, please contact us at the email address listed at the start of the privacy policy, with “Unsubscribe” in the subject line of the e-mail.

48 What is the process for complaining about a breach of privacy?

- 48.1 If you believe that your privacy has been breached, please contact us using the contact information below and provide details of the incident so that we can investigate it.
- 48.2 We will treat your complaint confidentially, investigate your complaint and aim to ensure that we contact you and your complaint is resolved within a reasonable time (and in any event within the time required by the Privacy Act and/or the GDPR, if applicable).

49 Contacting us

- 49.1 If you have any questions about this privacy policy, any concerns or a complaint regarding the treatment of your privacy or a possible breach of your privacy, please contact us at riversidebh@bigpond.com
- 49.2 We will treat your requests or complaints confidentially.



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49.3 Our representative will contact you within a reasonable time after receipt of your complaint to discuss your concerns and outline options regarding how they may be resolved.

49.4 We will aim to ensure that your complaint is resolved in timely and appropriate manner.

50 Changes to our privacy policy

50.1 All Personal Information held by us will be governed by our most recent privacy policy, posted on our Site, where the privacy policy will be located.

50.2 Any changes to this privacy policy may be advised to you by updating this page on our Site. We encourage you to check this page from time to time for any changes. © Progressive Legal Pty Ltd (ACN 607 068 708) trading as Progressive Legal (2021). All Rights Reserved. This privacy policy was last updated 17 January 2022.

Disclaimer and Waiver

51 APPLICATION

51.1 This Disclaimer and Waiver applies to the provision of Services by RIVERSIDE BURRUM HEADS PTY LTD (ACN 620 947 739) (**we, us, our, Riverside Burrum Heads**) to you. By paying for or accessing the Services, as defined below, you agree to this Disclaimer and Waiver.

51.2 For the purposes of this Disclaimer and Waiver:

- (a) Claim means any claim, counter claim, cross claim, action, proceeding, application, complaint, course or action, judgment or demand;
- (b) Burrum Heads Park means our eco tourist caravan park in Burrum Heads QLD;
- (c) Services means providing access our Burrum Heads Park to camp in the area and make use of the facilities and natural attractions contained in the park.

52 GENERAL DISCLAIMER

52.1 We provide our Services on an "as-is" and "as available" basis and whilst every effort is taken to ensure the information provided is accurate, we make no representations and give no guarantees or warranties about the suitability, reliability, availability, timeliness and/or accuracy the information provided by us or our Services in general.

52.2 You acknowledge and agree that we, our employees, affiliates and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Services.

52.3 Any testimonials and examples of our Services, wherever published (online or in print) are not to be taken as a guarantee that you will have the same or similar experience.

52.4 We make no warranty, representation, or guarantee regarding the suitability of our Services for any particular purpose, nor do we assume any liability whatsoever arising out of your use of the Services. It is your responsibility to independently determine suitability of the Services and to review and verify the same.

52.5 Any information, any documents, any guidelines or recommendations made by us in relation to our Services are made on the basis of information that was available to us at the time, and we don't guarantee that they are accurate or up-to-date.

53 SERVICE SPECIFIC DISCLAIMER

53.1 While staying at the Burrum Heads Park you may choose to engage in a number of activities of your own volition and not facilitated by us, which involve varying degrees of risk. These activities include, but are not limited to, camping, bush walking, kayaking, driving a boat on the nearby river, fishing, stand-up paddle boarding, swimming in the nearby river, using camp fire pits, four-wheel driving, bicycle riding, operating of vehicles, plant and equipment, playing sports, running over uneven terrain, walking in poorly lit areas, among others.

53.2 You understand and acknowledge that the risks of the above activities outlined in clause 3.1 and any other activities you may be involved in include, but are not limited to:



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- (a) slips, falls and tripping;
 - (b) consuming any food that could trigger an allergic reaction;
 - (c) falling tree limbs;
 - (d) improper use of the fire pit;
 - (e) equipment related hazards (e.g. broken, defective or inadequate equipment, unexpected equipment failure);
 - (f) contact or collision with other guests of the Burrum Heads Park or their property;
 - (g) contracting a virus or other illness from another guest, including but not limited to COVID-19 and the Ross River virus;
 - (h) contact with native animals, pets from other park guests or insects;
 - (i) contact with kitchen or electrical equipment;
 - (j) inadequate first aid and/or emergency measures;
 - (k) judgement-and/or behaviour-related problems (e.g. erratic or inappropriate co-participant, errors in judgement by personnel working the event);
 - (l) the natural environment including, bushland, forests, rivers, deep water, uneven terrain, sticks;
 - (m) theft of your property;
 - (n) damage to your property by other guests of the Burrum Heads Park, or other circumstances beyond our control;
 - (o) bogging of your vehicle in accessing and touring around Burrum Heads Park;
 - (p) contact with poisonous plants, marine life, snakes, spiders and other insects or animals; and
 - (q) the effects of weather including storms, wind and lightning, and extreme temperature or conditions.
- 53.3 You hereby acknowledge that you understand the Burrum Heads Park is located in a natural setting, where risks identified in clause 3.2 and many other risks exist. All risks are known and appreciated by you and that you engage in any activity at your own risk.
- 53.4 You further understand and acknowledge that any of these risks, noted in this clause 3, and others, not specifically named, may cause injuries that may be categorized as minor, serious, or catastrophic. Minor injuries include, but are not limited to, scrapes, first degree burns, bruises, sprains and cuts. Serious injuries include, but are not limited to, property loss or damage, second or third degree burns, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion, and other heat-related illnesses, hyperthermia, hypothermia, exhaustion, and dislocations. Catastrophic injuries are rare, but are a possibility. These injuries can include, but are not limited to, permanent disabilities, paralysis, spinal injuries, drowning and death. In choosing to participate in the activities identified in clause 3.1 or any other activities you engage in and acknowledging the natural and sometimes unpredictable location in which the activities take place, you fully understand, accept and assume all risks whether before, during or upon completion of the activities.
- 53.5 You warrant that you are of sound mind when you accept this Disclaimer and Waiver, and have the capacity to accept full responsibility for assessing whether you are willing to participate in any activity which carries an element of risk. In summary, you acknowledge that while staying at Burrum Heads Park you may engage in activities that carry risk of physical injury and that you shall be solely responsible for consenting to participate in such activities and if you have children or have children in your care, you are solely responsible for the supervising and ensuring the safety of those children. You acknowledge that you must always supervise your children or children in your care.
- 53.6 You acknowledge that when participating in any activity while staying at Burrum Heads Park, there is a possibility of physical injury, disability or death. You acknowledge that we are not liable for any Claim you bring against us or any injury or loss you may suffer as a result of participating in any activity.
- 53.7 You accept full responsibility for informing yourself and assessing all the dangers, hazards and risks of being involved with any activity you engage in while staying at Burrum Heads Park, especially if you have a physical injury or pre-existing medical



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condition, including, but not limited to a life threatening medical condition, such as allergies that result in an anaphylactic reaction, a heart condition or any other medical condition, and you will rely solely on your own assessment of these dangers, hazards and risks before participating in those activities, taking into account that Burrum Heads Park is in a remote location, which may make it difficult to access emergency medical services.

53.8 You accept full responsibility for acting in a CovidSafe manner, by following precautions including, but not limited to:

- (a) not attending Burrum Heads Park if you have any flu-like symptoms or have been in contact with a known case of COVID-19;
- (b) maintaining physical distancing of 1.5 metres from our Staff and other guests Burrum Heads Park and anyone else where possible;
- (c) wearing masks where distancing can't be maintained;
- (d) sanitising hands regularly, especially before and after using any facilities at Burrum Heads Park; and
- (e) sneezing or coughing into your elbow away from others and immediately washing hands afterwards.

54 WAIVER AND RELEASE OF LIABILITY

- 54.1 To the extent permitted by Law and in consideration of being permitted to participate in our Services, you agree that you will not make, take or seek any Claim against RIVERSIDE BURRUM HEADS PTY LTD (ACN 620 947 739) and its directors, officers, employees, agents, and independent contractors (all collectively referred to as "the Releasees") arising directly or indirectly out of or in connection with your participation in our Services and you unconditionally and irrevocably forever waive, release, acquit, covenant not to sue, and discharge the Releasees from and against any loss, liability, cost (including all legal costs and expenses on an indemnity basis), expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent and includes indirect and consequential loss (Loss) arising directly or indirectly out of or in connection with your participation in our Services.
- 54.2 Without limiting the above, you acknowledge and agree that in the event that you are injured while staying at the Burrum Heads Park, you will bring no Claims, legal or otherwise, against the Releasees in respect of that injury or damage and you hold the Releasees harmless.
- 54.3 You agree to release, waive, acquit and forever discharge the Releasees from all Claims (including, but not limited to, claims for negligence, breach of contract or breach of statute), or right to compensation for damages you may claim to have or that you may have arising out of acts or omissions by yourself or by the Releasees, as a result of the Services provided by us.
- 54.4 You agree to hold harmless and indemnify the Releasees from any and all Claims made against or Loss suffered by the Releasees, which arises directly or indirectly as a result of or in connection with your participation in our Services.
- 54.5 You agree to indemnify the Releasees from any and all Claims made by third parties against the Releasees for any Loss caused directly or indirectly by you while staying at Burrum Heads Park.
- 54.6 This Disclaimer and Waiver shall bind your heirs, executors, personal representatives, successors, assigns, and agents.
- 54.7 This Disclaimer and Waiver operates jointly and severally in favour of the Releasees. © Progressive Legal Pty Ltd (ACN 607 068 708) trading as Progressive Legal (2020). All Rights Reserved. This document was last updated 30 November 2020.

55 ACKNOWLEDGEMENT OF UNDERSTANDING

- 55.1 You acknowledge that you have read this Disclaimer and Waiver and fully understand its terms. You acknowledge you are 18 years or over. You understand that you are giving up substantial rights. You further acknowledge that you are agreeing to this Disclaimer and Waiver freely and voluntarily.