

Kerry Valley Secret

Terms and Conditions, Liability Waiver, Indemnity and Release Form

When you pay for your booking at Kerry Valley Secret Campsites you agree to the following Terms and Conditions, Liability Waiver, Indemnity and Release Form for yourself and all persons who are accompanying you during your stay. You agree to make all persons accompanying during your stay at Kerry Valley Secret campsites aware of the following Terms and Conditions, Liability Waiver, Indemnity and Release Form.

REFUND POLICY (Note: This refund policy does not apply if you booked through Hipcamp. Please see the Hipcamp listing for their refund policy).

Full Refund less \$60 Administration Fee for bookings cancelled up to 14 days prior of date of arrival

50% Refund on bookings cancelled 7-14 days prior to arrival

No Refund with less than 7 days notice from date of arrival

In the circumstance of a catastrophic event beyond our control (for example – a pandemic, extreme weather event or war) this refund policy will be considered null and void and all consumer guarantee provisions of the Australian Consumer Law will replace this refund policy.

COVID 19 Refund Policy

Exclusive campsite bookings at Kerry Valley Secret mean that you will not be interacting with any other guests .

Natural self isolation is a key feature of our campsites.

If you can prove that you are unable to reach us because of a government directive such as quarantine, a travel ban or lockdown we will waive our usual cancellation fees stipulated in our Terms and Conditions.

We will use official guidelines only as stipulated by State and Federal Governments so please do not ask for special dispensation based on any other reason.

CAMPSITE INFORMATION

Toilet and other facilities

Our Stockyard Creek Campsite is a tidy bush campsite with a fire ring, picnic table and two portaloos as facilities.

Our Platypus Campsite is a tidy bush campsite with a campfire and access to power. Campers need to be self sufficient with their own toilet. We require campers to use their own caravan/ portable outdoor camping toilet or hire their own portaloos toilet at this site.

Swimming is a favourite in lieu of a shower in the warm weather however the temperature might be a bit challenging in July. There is plenty of room for caravans and camper trailers.

Water

Non potable water is provided at the Stockyard Creek Campsite in 20L drums with water from Stockyard Creek but campers will need to bring their own supply of potable/drinking water.

Currently campers need to supply both non potable and drinking water at the Platypus Campsite. We are working on providing a tap for non potable water but this is not available yet. Non potable water is accessible by bucket from the Albert River.

Electricity

At our Stockyard Creek Campsite there is no power connected to the campsite. There is plenty of room for caravans and camper trailers however it is important to note that there is no power available for them to connect to.

At our Platypus Campsite there is access to one power point.

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CAMPSITE RULES

We have a few simple rules to follow to ensure our farm remains beautiful for the next campers, you remain safe and our neighbours stay happy.

1. Children – Children are to be supervised at all times.

2. Restricted Areas – Please take care to stay within the boundary of our property.

- If you are unsure please refer to the map provided on your arrival or contact us.
- No camping is allowed beneath tree canopies (beware of falling branches).
- Vehicles are restricted to the campsite only. Under no circumstances are any vehicles permitted on any other part of the property.
- Participating in the riding or use of any motor cycle, motor tricycle, quad bike, motorised buggy or any vehicle operating on fixed tracks is not permitted in any areas.

3. Rubbish - Please use the wheely bins provided or take your rubbish home with you.

- Two bins are provided for your convenience –
 1. Dark Green for general waste,
 2. Blue one for small bottles/cans with their lids off eg. beer, water & soft drink bottles/cans that are eligible for the Containers for Change refund program.

We really appreciate you putting rubbish in the **correct** bins so we don't have to sort them later.

- If you have more rubbish than can fit in these bins please take it home with you as we have no way of holding it without animals getting into it till the next rubbish pick up.
- Under no circumstances is rubbish to be thrown out at the Darlington Park bins. These are private bins and belong to Darlington Park.
- DO NOT burn your rubbish or throw glass bottles in the fire place. Glass in the fire place on check out will incur a \$50 surcharge.
- **Smokers please do not leave cigarette butts on the ground. Please fully extinguish them and put them in the bin.**

4. Pet Policy - Dogs are allowed under the following conditions.

- There are a maximum of 2 dogs only per booking.
- You are visiting a farm. For your dog's safety and our farm animal's safety dogs must be contained and controlled at all times. If the person responsible for the dog is walking the dog it must always be on a lead. If your dog chases any farm animals you will be asked to remove your dog from the campsite.
- The dog must not be left alone at the campsite at any time even if they are controlled (tied or locked up).
- Dog owners are responsible for cleaning up after their pets both within and outside the property.
- Any damage caused by dogs may incur a repair fee.

Horses are not permitted as our insurance will not cover you.

5. Campfire - Campfires are only permitted in the fireplace at the campsite and may be subject to fire bans.

- Please DO NOT burn your rubbish or throw glass bottles in the fire place. Glass in the fire place on check out will incur a \$50 surcharge.
- Firewood is provided at your campsite. Under no circumstances are you permitted to forage for timber. Please contact us if you require extra firewood.

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- Please do not tip the ash out near the campsite. This makes an unsightly mess for the next campers. We will empty the ash with our tractor when you have finished your camp.
- Before going to bed please ensure your fire is completely extinguished. Beside the fire you will find water provided in drums for this purpose.
- A fire extinguisher is also provided for use in a fire **emergency** only.

6. Please don't drive your vehicles down to the creek and firepit area – Please keep all vehicles up in the flat area above the creek and firepit.

There are two main reason we request this:

1. The vehicles make tracks and a mess of the campground and
2. If it rains you may get stuck down there and we will need to pull you out (not to mention make a mess of the campground).

7. Swimming - Stockyard Creek is ideal for shallow paddling and the Albert River is ideal for swimming in.

The Albert River and Stockyard Creek are beautiful places to explore with banks to relax on and babbling streams to cool off in. Please refer to the map provided so you can stay within the boundaries of the farm and not stray into private property. Take care around the river, investigate all the potential hazards in your immediate surroundings before relaxing and having fun. Please be mindful that when you are swimming in the Albert River at the Stockyard Creek Campsite the opposite side of the river is not owned by Kerry Valley Secret. Please respect our neighbours by not going on their land.

Participating in activities on, in or under the water are done at your own risk. Swimming in a river or creek is a dangerous activity and will be done at your own risk.

- Children must ALWAYS be accompanied by an adult when around waterways.

8. Behaviour – Please be mindful of your local property neighbours.

You must comply with all Campsite Rules and all instructions from Kerry Valley Secret staff concerning occupancy, property, health, safety and quiet enjoyment of the Property and our neighbours.

- Under no circumstances are “doof” parties allowed.
- Please ensure that there is no loud noise after 10pm, including music.

Disturbance to our neighbours, including excessive noise, is prohibited and may result in termination and eviction without refund. Extra charges may be made for security required and any other expenses incurred as a result of your eviction.

We have a zero tolerance policy for possession or use of illicit drugs. Possession or use of illicit drugs may result in termination of your booking and eviction without refund. Extra charges may be made for security required and any other expenses incurred as a result of your eviction.

9. Check out condition of campsite – Normal checkout is 12pm but if we don't have anyone checking in the same day you are welcome to spend the full day at Kerry Valley Secret and leave at your leisure before dark.

On check out we expect you to leave the campsite as you found it. If we find our property changed, damaged or excessive rubbish is left behind we reserve the right to pass on any costs of restoring the campsite to the same standard as when you checked in.

Any damage loss or expense incurred by Management as a result of your breach of these Terms & Conditions will be charged to you. Examples include but are not limited to any breakage, damage or excess cleaning requirements, extra Guests or Visitors beyond those declared.

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OTHER TERMS AND CONDITIONS

Biosecurity – You are visiting a farm and normal biosecurity rules apply. **If you have travelled outside Australia in the last 30 days, visited any farms, abattoirs or livestock premises in Australia during the past 7 days or your vehicle has been in contact with livestock or manure in the past 7 days you need to let us know.** We will ask you for further information, formally document your visit and assess whether there is a biosecurity risk for our property. If you are assessed as high risk we may require certain conditions are met before access to Kerry Valley Secret is permitted. These conditions may include but are not limited to ensuring all footwear and clothing is cleaned and disinfected. We also retain the right to cancel your booking and refuse entry to Kerry Valley Secret should you be assessed as a high risk for biosecurity.

Foul Weather or State of Emergency – While we would love you to have good weather while you are camping, wet weather is not a valid reason for cancelling a booking. The above refund policy will apply to all bookings unless we have cancelled your booking due to foul weather or a State of Emergency. Please be aware that it is up to our discretion to determine if the weather or emergency conditions are sufficiently inclement to warrant cancellation of your booking. In the event this should happen you will be notified as soon as possible.

LIABILITY WAIVER, INDEMNITY AND RELEASE FORM - MF & SJ Undery trading as Kerry Valley Secret

- A. The Attendee wishes to attend Kerry Valley Secret campsites, farm educational and leisure activities (including but not limited to camping, bushwalking and swimming)(“Activity or Activities”).
- B. The Activity involves entering the land situated at “Glenaulin”, 2179 & 2239 Kerry Road, Kerry Q 4285 and Stockyard Creek Road, Darlington Q 4285 – property descriptions **L1 RP 1455254, L87 CP W311525, L46 SP 117766, L37 SP 117766 and L70 RP885008** (“Property”) in a designated Licensed area (“Licensed Area”), to which the MF & SJ Undery are the owners (“Landholders”).
- The Activity also involves entering the land situated at “Glenaulin” 2179 Kerry Road, Kerry Q 4285 – property description **L38 SP 100527**(“Property”) in a designated Licensed area (“Licensed Area”), to which the MF & SJ Undery and FJD Undery are the owners(“Landholders”).
- C. The attendee fully recognises that there are dangers and risks to which they may be exposed by participating in Activities, as well as entering upon the Land and the Licensed Area.

IN CONSIDERATION FOR, AND AS A CONDITION OF, BEING PERMITTED ACCESS TO THE LICENSED AREA LOCATED ON THE PROPERTY:

1. You represent and warrant to the Landholder that;
 - (a) You are over 18 years old;
 - (b) you have not relied on any representations or warranties that may have been made by any of the Landholder or its Representatives in relation to the Licensed Area or the Property;
 - (c) you have authority to, and do hereby, enter into this agreement on your own behalf and on behalf of all minors accompanying you;
 - (d) you have taken, or had the opportunity to take, independent legal advice as to the nature, effect and extent of this agreement.

2. You unconditionally and irrevocably acknowledge and agree that:
 - (a) the Landholder and its Representatives are in no way responsible for any Claims or Liabilities for:
 - (i) any injury, illness or death that you may sustain; or
 - (ii) any loss, damage or theft of your property;
 - (b) the Landholder may only be providing a space for the activity to take place and may or may not have active involvement in the organisation or running of the Activity;
 - (c) the Landholder may, in its sole discretion:
 - (i) refuse to permit you access to the Licensed Area or the Property;
 - (ii) require you to leave the Licensed Area or the Property at any time;
 - (iii) change or vary the conditions of entry to the Licensed Area or the Property.

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3. You have had the opportunity to consider the risks associated with participating in the Activity in the Licensed Area or the Property and freely and voluntarily accepts:
 - (a) All risks (foreseeable and unforeseeable) that may result from you entering the Licensed Area; and
 - (b) Any and all consequences which may result from those risks (whether foreseeable or unforeseeable).
4. You understand and acknowledge that:
 - (a) Farms are inherently dangerous;
 - (b) Farm animals and wild animals can be dangerous and can act in sudden unpredictable ways, especially if frightened or hurt or approached;
 - (c) Farm animals and wild animals can carry diseases, including zoonotic diseases;
 - (d) Any fenced area may be dangerous and should not be entered into without express permission;
 - (e) Areas outside the Licensed Area should not be entered at any time;
 - (f) Farm equipment is obviously dangerous;
 - (g) You should keep a proper lookout and not approach any vehicles or other farming equipment (such as bulldozer, tractors etc) in operation;
 - (h) Participating in activities on, in or under the water on the Property or Licensed Area are done at my own risk;
 - (i) Swimming in a river is a dangerous activity and will be done at my own risk;
 - (j) You have been advised to wear covered shoes while on the Property or Licensed Area;
 - (k) Participating in the riding or use of any motor cycle, motor tricycle, quad bike, motorised buggy or any vehicle operating on fixed tracks is not permitted.
5. All Implied Warranties are excluded to the fullest extent permitted by law.
6. If You observe any uncontrolled hazard or risk, you will immediately cease any actions you undertake contributing to that hazard or risk, take those steps which are available to you to reduce the hazard or risk and inform the nearest Representative of the Occupier of the hazard or risk and the steps taken by you;
7. To the fullest extent permitted at law, You waive, release and discharge each of the Landholder and its Representatives from and against any and all Claims or Liabilities which you have, or may at any time have, arising out of or in relation to the Premises or the Activities. This waiver, release and discharge extends to all acts, omissions, defaults, failures or errors on the part of all or any of the Landholder or its Representatives;
8. You hereby agree indemnify and shall keep the Landholder indemnified at all times from and against any Claims and Liabilities, all actions, and demands, whether direct or indirect, arising out of or in relation to:
 - (a) You being on the Property or the Licensed Area;
 - (b) You observing or participating in the Activities on the Property or Licensed Area;
 - (c) Your acts or omissions while on the Property or Licensed area or while observing or participating in the Activities.
9. You covenant not to sue or commence any proceedings against the Landholder in respect of any loss or damage arising out of or relating to any loss, damage, injury or illness you may sustain (whether to you personally or to any of your property) which occurs on the Licensed Area or the Property.
10. While on the Premises, You will:
 - (a) abide by all laws;
 - (b) not introduce or create any hazards to persons, property, flora or fauna.
11. You are aware that you are visiting a farm and normal biosecurity rules apply. You warrant that:
 - (a) You have not travelled outside Australia in the last 30 days;
 - (b) You have not visited any farms, abattoirs or livestock premises in Australia during the past 7 days;
 - (c) Your vehicle has not been in contact with livestock or manure in the past 7 days.

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12.

- (a) In the event that any of the warranties referred to in clause 11 are incorrect, You must advise the Landholder of the same prior to entering upon the Licensed Area or Property.
- (b) The Landholder may ask You for further information or documentation in order to assess whether there is a biosecurity risk for You entering upon the Licensed Area or the Property.
- (c) You acknowledge that if you are assessed as a high risk, the Landholder may require certain conditions be met before You are given access to the Licensed Area or the Property, which may include but is not limited to ensuring all footwear and clothing is cleaned and disinfected.
- (d) The Landholder reserves its right to prevent You from entering upon the Property or the Licensed Area if you are assessed as being a high-risk biosecurity breach.

MISCELLANEOUS

- 13. This Liability Waiver and any dispute or Claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or Claims) shall be governed by, and construed in accordance with, the law of Queensland.
- 14. If anything in this agreement is or is determined to be unenforceable, illegal, voidable or void in a jurisdiction then it is severed for that jurisdiction and the rest of this Liability Waiver remains in full force and effect in all other jurisdictions.
- 15. A provision of this Liability Waiver shall not be construed to the disadvantage of a party merely because that party or its representatives were responsible for the preparation of this Liability Waiver or its inclusion in this Liability Waiver.

DEFINITIONS

Claim means any claim, allegation, debt, cause of action, liability, proceeding, suit or demand of any nature and whether present or future, actual or contingent, fixed or unascertained and arising at law, in equity, under statute or otherwise.

Implied Warranties means all warranties of any nature in relation to the Premises or the Activities which are implied by law (whether pursuant to the Competition and Consumer Act 2010 (Cth) or otherwise).

Liabilities mean any and all liabilities, debts or obligations, whether actual or contingent, present or future, quantified or unquantified or incurred jointly or severally with any other person.

Liability Waiver mean this Deed.

Representatives mean the agents, officers, contractors or employees of the Landholder.

Licensed Area means all of the area of the land described in paragraph B.

I have voluntarily read this warning, understood this warning, accept, and assume all of the risks inherent or otherwise of participating in activities or accessing the property. I understand it is my responsibility to educate anyone camping with me or visiting me on the property about these warnings and that by agreeing to camp or visit they are also agreeing to the Terms and Conditions and Liability Waiver, Indemnity and Release Form above.

Medical Treatment Consent

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and or illness during any activities on the property.

Only complete and pay for your booking (or confirm your free booking) if you agree to the above Terms and Conditions and Liability Waiver, Indemnity and Release Form.