

BOOKING CONDITIONS

1 Please read the following booking conditions carefully, as they set out the terms and conditions of the contract between you and Yorke 272. No verbal alteration can be made to the terms and conditions described here or in our website. Any such change must be confirmed by us in writing.

2 When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions which are governed by Law and we both agree to submit to the jurisdiction of the Courts at all times.

Bookings

3 When you make your booking you must complete our online booking form, accepting on behalf of all your party the terms of these booking terms and conditions, the general holiday information, and pay a deposit of 1/3 of the total cost of your booking. A contract only exists between us when we have received your completed booking form together with your deposit and we have issued our confirmation invoice.

4 Once we have received your booking form and booking deposit, we will, subject to availability, confirm your stay by issuing a confirmation invoice by email. This invoice will be sent to the party leader. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the confirmation or any other document appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within 5 working days of our sending it out.

Website Descriptions

5 The information provided contains statements representing our honest belief that the facts as shown are correct. Every reasonable effort has been made to describe as fully and as accurately as possible the Accommodation offered and every reasonable attempt will be made to supply what has been described. All bookings are made and accepted on the basis of the descriptions contained in the website, or as varied by us.

Prices and Website Accuracy

6 Please note, the information and prices shown on our website may have changed by the time you come to book your stay. Whilst every effort is made to ensure the accuracy of the website and prices at the time of requesting the booking, regrettably errors do occasionally occur. You must therefore ensure you check all details of your stay (including the price) on your booking acceptance.

Payments

7 When you make your booking you must pay a deposit of [1/3](#) of the total cost to confirm the booking. The balance of the price of the cost of your stay must be paid at least [2 weeks](#) before your arrival date (or at the time of booking if this date has passed). If the balance is not paid in time, we reserve the right to cancel your booking and retain the deposit paid.

Security Deposit

8.1 If collected a refundable bond of is required to cover service charges, accidental damage, breakage or loss. This amount will be added to your invoice and is payable with the balance of your booking cost, as specified above. Provided the keys have been returned as specified and we have been advised by our local representative, that everything is in order your security deposit will be refunded for the full amount, within [1 week](#) of the end of your stay, less, if necessary, the cost of any replacements, repairs or charges.

8.2 Should the security deposit prove inadequate to fully cover any costs that may arise, we reserve the right to invoice you for the immediate payment of the outstanding amount.

Accommodation

9 You and your party are responsible for leaving the holiday accommodation occupied together with all furniture and fittings, clean and in good order and condition. You undertake to inform us of any damages to the accommodation or its contents during your occupation and to pay for any damage or missing items, and excessive or unusual services consumed. The Accommodation may only be used for the persons named on the booking form unless otherwise agreed in writing by us. Sub-letting or assignment arrangements are not permitted. We or our representatives shall be permitted access to the holiday accommodation at all reasonable times during your occupancy.

Client Behaviour

10 We reserve the right at all times to cancel or terminate a booking completely if the conduct of any member of any party is considered likely to cause offence, danger, damage or distress to others. Our representatives, where they consider the behaviour to be unacceptable, are authorised to cancel a booking wherever and whenever necessary. Our responsibility will cease, and there will be no obligation to cover any expenses incurred by the party as a result of cancellation brought about in these circumstances. No claims will be accepted for refunds or compensation whatsoever.

Changes to Bookings

11 Changes and Cancellation by us: If the rental accommodation becomes unavailable due to circumstances beyond our control, we will endeavour to offer an alternative holiday of comparable standard. Where this is cheaper we will refund the difference, but where it is more expensive you will have to pay the difference. Failing that, we will return all monies paid unless the change or cancellation arises from reasons of [Force Majeure](#). The holiday may also be cancelled by us if full payment has not been received 14 days before the scheduled arrival date.

We regret we cannot pay any expenses, costs or losses incurred by you as a result of any change or cancellation.

12 Changes to bookings by you: If, after our confirmation has been issued, you wish to change or in any way alter your booking, we will do our utmost to make the changes, provided that notification is received in writing from the party leader, at least 30 days before the arrival date.

13 Cancellation of booking by you: You, may cancel your booking at any time providing that the cancellation is made by the party leader and is communicated to us in writing. As this incurs administrative costs, we may levy cancellation charges as shown below.

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| 15 day/s or less before arrival | Cancellation charge 100% of total booking cost |
| 30 day/s or less before arrival | Cancellation charge 25% of total booking cost |
| Up until 30 day/s prior to the booking | Deposit refundable |

Please note that if the reason for cancellation is covered under your travel insurance, you may be able to reclaim these charges.

14 [Force Majeure](#): No liability can be accepted by us if we are forced to change or cancel your booking due to force majeure reasons, which include, but are not limited to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, flood, adverse weather conditions, transportation or any other circumstances beyond our control. If this occurs before your arrival we will do

our best to inform you although we are under no obligation to do so, nor are we obliged to pay compensation.

15 Travel Insurance: We strongly advise you to protect yourself and the rest of your party by taking out adequate travel insurance. We cannot accept liability should you later find yourselves not to be adequately insured.

Limitation of Liability

16 We and our suppliers, have to the best of our knowledge and capabilities provided a safe environment, and by accepting the conditions of booking you and all members of your party are accepting that we or 3rd parties, will not at any time accept liability under any circumstances for any instances that may affect any member of your group's personal well being, including personal injury, illness or death. Nor can we or 3rd parties accept liability for circumstances that are due to your own actions, or to the actions of a third party, or to an unusual and unforeseeable circumstance whose consequences could not have been prevented by us or our suppliers, even exercising all due care. Furthermore, we or 3rd parties are unable to accept responsibility for any aspect of your booking affected by force majeure, however such eventualities may be covered by your travel Insurance.

17 We do not accept any liability for any loss, expense, damage, claim or injury either directly or indirectly, consequential or otherwise whatsoever, however caused or incurred, whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodations as described or substituted, or by reason of terrorist or military action, riots, revolution, insurgency, civil war, adverse government action or inaction or acts of God, or by any agents, employees, subcontractors, servants or third parties whatsoever supplying any of the services or accommodations as described or as substituted.

18 Services: We cannot be held liable for loss of services such as electricity or water supplies, nor any actions taken in the vicinity of your accommodation by any person(s) or authority over whom we have no control. Similarly, you should be aware that there may be occasions when an advertised facility is either modified or not available. Such situations may be dictated by local circumstances, breakdown of machinery and/or the necessity for maintenance, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of this we will endeavour to inform you in advance, but cannot be held liable in such circumstances.

19.1 Complaints and problems: In the unlikely event that you have any reason to complain or experience any problems with your stay, you must immediately inform us. Any verbal notification must be put in writing and given to us as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly.

19.2 Subject to clause 20 the laws and regulations of the country in which your claim or complaint occurred will be used as the basis for deciding whether the accommodation in question had been properly provided. If the particular accommodation which gave rise to the claim or complaint complied with local laws and regulations applicable to that accommodation at the time, the accommodation will be treated as having been properly provided. This will be the case even if the accommodation did not comply with the laws and regulations of Australia.

Law and Jurisdiction

20.1 Any disputes will be governed by Australian Law and both parties shall submit to the jurisdiction of the Australian Courts at all times.

20.2 The submission by the parties to such jurisdiction shall not limit our right to commence any proceedings arising out of this Agreement in any other jurisdiction we may consider appropriate.

20.3 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in

accordance with the notice provisions of this Agreement subject always to any mandatory provisions of Australian Law.

20.4 In the event that the You are resident outside your Australian address for service shall be the your place of residence or business last known to us and any time limits in any proceedings shall not be extended by virtue only of your foreign residence.

Notices

21.1 Any notice required or authorised to be served in relation to this Agreement may be signed by the person giving the notice or that person's agent and may be served:

- (a) By delivering it to the addressee personally; or
- (b) By posting it by registered letter addressed to the addressee at the addressee's place of residence or business last known to the sender; or

21.2 In the case of a company, by leaving it at its registered office or by posting it by registered letter addressed to the addressee at its registered office or addressed to it at its place of business last known to the sender or by delivering it to any person who is named on the public register as a director of the company.

21.3 In the case of a Company, individual or other entity:

(a) by transmission by fax to the fax number of the addressee last known to the sender PROVIDED THAT such notice shall be deemed to have been served on the next working day following the date of transmission.

(b) by email to the email address of the addressee last known to the sender PROVIDED THAT such notice must be sent with a "Request a Read Receipt" and shall be deemed to have been served when an acknowledgement of receipt has been emailed back to the sender.

Where a demand or notice is not served in accordance with any of the foregoing methods, it shall still nevertheless be sufficiently served if actually received by the addressee.

A demand or notice posted by registered letter pursuant to these provisions shall be deemed to have been served on the third working day after posting.

21.4 The modes of service provided by this clause:

- (a) Do not limit any other sufficient and lawful modes of service
- (b) Are subject to any mandatory provisions in any statute.