

# TERMS AND CONDITIONS

## HOSANNA FARM RETREAT PTY LTD trading as HOSANNA FARMSTAY

### 1 DEFINITIONS

- 1.1.1 These Terms and Conditions are designed to inform all guests entering the property of Hosanna Farm Retreat Pty Ltd (Hosanna) of the risk, rules, expectations and procedures for the benefit of their stay and their personal safety.

### 2 DEFINITIONS

- 2.1.1 **Hosanna** – Hosanna Retreat Pty Ltd t/as Hosanna Farmstay located at 4 Tunnel Rd, Stokers Siding, 2484, NSW, Australia with ABN number 16 115 987 436.
- 2.1.2 **Accommodation** – Cabin, Hut or Homestead
- 2.1.3 **Camping** – Powered or Unpowered Camping
- 2.1.4 **Activities** – Any activity facilitated by Hosanna staff such as but not limited to: Animal Feeding, Cow Milking, Farm Tour, Waterslide, Treasure Hunt, Bee Experience, Smashing Pumpkins Pig Feeding, Live Music sessions, Garden Tour.
- 2.1.5 **Guest** – Persons of any age entering Hosanna's property for purposes in line with the products and services Hosanna offers.
- 2.1.6 **Infant** – Person aged 0-2 years
- 2.1.7 **Child** – Person aged 2 – 17 years
- 2.1.8 **Adult** – Person aged 18 and over
- 2.1.9 **Day Visitor** – Guest visiting Hosanna for a day only (usually between 9am and 5pm) and not staying in accommodation overnight. This includes visitors who have purchased a Day Visit or Saturday Evening Pass.
- 2.1.10 **Group** – Any group of guests at Hosanna with a group leader who has arranged the booking of either accommodation or activities or facilities on behalf of the group. These include but are not limited to schools, church camps and corporate workshops and family reunions.
- 2.1.11 **Staff** – Hosanna's paid staff as well as volunteers employed by Hosanna
- 2.1.12 **Dam** – Water catchment for swimming and other recreational purposes
- 2.1.13 **Credit** – Any amount transferred from scheduled bookings that is kept in a Client Account by Hosanna to be used within a specified time, usually 12 months from date of issue unless otherwise specified.
- 2.1.14 **Check in** – Arrival time at which accommodation or campsites are guaranteed to be ready for occupancy. Check-in time for camping is 12noon. Check-in time for accommodation is 2pm.
- 2.1.15 **Early arrival** – Arrival before the check in time where guests can access communal facilities and the Hosanna experience. Early arrival does not guarantee accommodation or campsites will be ready for occupancy. Early arrival must be pre-arranged with reception.
- 2.1.16 **Check out** – Departure time at which accommodation or campsites must be vacated.
- 2.1.17 **Late departure** – Departure after check-out time where guests can continue to access communal facilities and the Hosanna experience. Late departure does not guarantee that guests can continue occupancy of accommodation or campsites. Late departure must be pre-arranged with reception.
- 2.1.18 **Website** – [www.hosannafarmstay.com.au](http://www.hosannafarmstay.com.au) is owned and operated by Hosanna.

## 3 BOOKING PROCESS INCLUDING CANCELLATION AND REFUNDS

### 3.1 Booking

- 3.1.1 A booking constitutes a reservation that is made for accommodation, camp sites, activities, catering and other services. Bookings can be made through our website and by phone or in person. A booking has successfully been completed when a person has paid the full amount due for the accommodation or service from Hosanna and/or has received an email with confirmation of that booking, including receipt of payment.
- 3.1.2 By booking any accommodation, activities or services you agree to the terms and conditions as available on our website and as sent out to you with a link in that booking confirmation.
- 3.1.3 By booking any accommodation, activities or services you agree to have your contact information passed along to relevant authorities for purposes of incident reporting, contact tracing or insurance purposes.

### 3.2 Refunds and Cancellation

- 3.2.1 Hosanna Farm Retreat has a no refund for cancellation policy.
- 3.2.2 Bookings cancelled more than 30 days prior to the arrival date are subject to a cancellation fee of \$50.00. The balance of the booking costs may be held in credit. This credit will be converted into a Booking Extension Voucher that will be sent with a unique code to allow for use with Hosanna Farmstay's online booking system. Credit and Booking Extension Vouchers will be valid for 12 months from the date of cancellation.

Bookings cancelled 7-29 days prior to the arrival date will incur a cancellation fee of 50% of the booking costs. The balance of the booking costs may be held in credit.

Bookings cancelled within 7 days will incur a cancellation fee of 100% of the booking costs.

If the accommodation is re-booked for the same period we **may** provide a credit for the amounts paid less the \$50 cancellation fee.

- 3.2.3 Guests are able to modify their own bookings within their Hosanna Online Guest Account for no charge up until 14 days prior to their booking. Between 14 - 7 days of their booking, guests can still modify their own booking, however fees are payable. Fees for modifying camping bookings apply at \$10 per modification per booking, hut or cabin accommodation modification fees apply at \$25 per modification per booking. Guests cannot reschedule their stay within 7 days of booking commencement.
- 3.2.4 Day Visit Passes and Activity Bookings are subject to the same no refund for cancellation policy. Rescheduling is available for Day Visit Passes and Activity Bookings up to 24 hours before the date of booking, subject to availability on requested dates. Credit may also be held in the event that dates cannot be confirmed at time of rescheduling.
- 3.2.5 Yearly Day Visit Passes are subject to the same no refund for cancellation policy. Yearly Day Visit Passes are valid for one calendar year from the date of purchase. Yearly Day Visit Pass holders are still required to make bookings for each Day Visit via the online booking system using the unique code provided with their Yearly Day Visit Pass. Yearly Day Visit Pass holders will still be required to sign-in at reception upon arrival. Yearly Day Visit Passes are non refundable and non-transferrable.
- 3.2.6 No shows for Accommodation, Camping, Day Visit and Activity Bookings will be charged at the full rate.
- 3.2.7 Credit is not available within 7 days for changes made due to early departures, no shows, change of mind, sickness, inclement weather or where guests are asked to leave due to breaching park rules.
- 3.2.8 If guests are unable to fulfil their booking, Hosanna staff **may** reschedule their booking if sufficient notice is given.

## 4 SAFETY AND WELL BEING

### 4.1 Dam & Creek

- 4.1.1 Swimming and kayaking, use of jetty area, BBQ hut, waterslide and pontoon are undertaken at your own risk. The dam and creeks on Hosanna's property are unfenced, have steep slippery sides with water lilies and/or debris rocks that can cause entrapment. The water is murky with extremely low visibility. The dam is approximately 4 metres deep and the creek varies in depth. Minors (children under the age of 18 years) are the sole responsibility of their parents/guardians and must be supervised at all times. Parents to be especially diligent in the close supervision of young children who are unable to swim.
- 4.1.2 The use of the canoes and kayaks requires a life vest, which can be obtained from the boat shed located near the pontoon.
- 4.1.3 Rules for using the dam and related facilities are clearly visible which include:
- Waterslide Rules
    - Our waterslide is a facilitated activity. Please check the activities board for daily waterslide times
    - Listen to Hosanna Staff's instructions
    - One person at a time
    - Feet first either sitting or on your back
    - You must be able to swim
    - No loose objects
    - When you land, exit immediately to your right
- 4.1.4 The dam is deep in areas and has very limited visibility due to natural sediments and minerals. These conditions mean that supervision, assistance and/or rescue of persons may be more difficult and take significantly longer than some other waterbodies (which may be more shallow and have better visibility).
- As such, we strongly recommend the following precautions.**
- All children and weak swimmers should wear a fitted Personal Flotation Device (PFD) at all times in or around the waterbody.
  - Parents or guardians should be actively supervising children and be within arms reach at all times.
  - Any persons that have an illness, injury or surgery that could impact their swimming ability should refrain from entering the water.
  - Any persons that have a medical condition/s such as epilepsy, heart disease, asthma, diabetes, history of strokes or be under the influence of drugs, medications and the like should:
    - Refrain from entering the dam.
    - Avoid standing anywhere that if they were to lose consciousness they would fall into the dam.
- 4.1.5 First Aid is available at Reception.

## 4.2 Animals

- 4.2.1 Access to animals is provided for guest enjoyment and at the guest's own risk. Animals can be unpredictable and it is necessary to remain alert around the animals, supervising your minors at all times, including at animal feeding times with Hosanna Staff.
- 4.2.2 Crossing fences and gates into the animal paddocks is not permitted.
- 4.2.3 Hosanna's animals are housed by fences that can be electric or barbed wire. Guests should exercise care around these fences and children should be supervised when in these areas.
- 4.2.4 Hosanna is committed to the safety and wellbeing of all animals in our care. All guests are required to treat animals with respect and to follow instructions given by staff and signage on how to interact with the animals onsite.
- 4.2.5 Children are not permitted to enter the rabbit or chicken enclosures without an adult. An adult must be physically present with children beside or inside the enclosure to ensure the safe treatment of those animals and adherence to the respective rules which include:
- No picking up of rabbits. It scares them and may cause them to bite children, which results in them being dropped.
  - Chickens may be picked up and held only while in a seated position.
  - No running or jumping around on the equipment in the enclosures as this may cause an animal to be stood on or jumped on, resulting in injury.
- 4.2.6 Any guest that displays behaviour that involves the mistreatment of any of Hosanna's animals may be restricted from involvement in animal related activities. Hosanna reserves the right to request any person to leave the property who persists in such behaviour.
- 4.2.7 Some dangerous animals/creatures you may encounter are snakes, spiders, ticks and, stonefish in the creek. Interaction with all animals is entirely at the risk of the guest.

### **4.3 Play Equipment**

- 4.3.1 Hosanna has a range of play equipment that is installed around the property. This includes but is not limited to: The Fort, Playground and Mud Kitchens. Assessment and acceptance of risk is required by parents before use of this equipment by their children.
- 4.3.2 Guests agree that they will assess this equipment to the best of their ability and agree to use the equipment entirely at their own risk / at the risk of their wards.

### **4.4 General**

- 4.4.1 Abusive or violent behaviour towards staff or other guests, abuse of Hosanna Farm Retreat Pty Ltd property, abusive language, intoxication, drug use, excessive littering, smoking in or close to buildings and failure to comply with directions may result in being asked to leave the property.
- 4.4.2 All roads and tracks are used by motor vehicles as well as pedestrians and cyclists. Please drive slowly and take care. Take note: the speed limit is 10km p/h on all internal roads.
- 4.4.3 Guests will be considerate with regard to noise levels and will comply with time limits and directions from Hosanna management. A reduction of noise is required after 10pm.
- 4.4.4 The use of generators, motorbikes or chainsaws is not permitted at Hosanna Farmstay.
- 4.4.5 Hosanna is an extensive property. Hosanna's property has uneven surfaces that may become slippery when it's wet and difficult to see if it's dark. Care is required when moving around the property and it is recommend that appropriate footwear is worn and that one torch per person is used when moving around during the night. Due to the foam in certain sandals and thongs, extreme cautions should be used if wearing these in the wet.
- 4.4.6 In the event of a guest falling sick with gastro, Hosanna Farmstay reserves the right to ask that person to leave the premises in order to control the sickness being transferred to other guests.
- 4.4.7 As an overnight guest or Day visitor of Hosanna Farmstay you will be issued with a wristband to wear during your stay. This provides access to our free facilitated activities and facilities. Hosanna Staff may ask to view wristbands before participation in activities. In the event that a wrist band is lost or damaged, replacement wristbands can be purchased from reception for a small fee.

### **4.5 Damages**

- 4.5.1 Hosanna reserves the right to pass along to guests the costs incurred as a result of damages, loss and breakage of Hosanna property, from either themselves or their pets including the following:
- 4.5.2 Excessive littering, or failure to remove excess rubbish from accommodation or campsite will incur an additional \$50 cleaning fee.
- 4.5.3 Additional cleaning required due to pets sleeping inside accommodation and/or on Hosanna beds will incur an additional \$50 cleaning fee.
- 4.5.4 Damage and/or loss of lifejackets, kayaks, other watercraft, firepits, board games, table tennis equipment, playground equipment or any other installed activity equipment at market value.
- 4.5.5 Breakages of crockery or appliances in the outdoor Hosanna Kitchen at market value.
- 4.5.6 Damage to the Homestead, Cabins, Huts, and other buildings/facilities and their out-fittings at market value.
- 4.5.7 Damage to the linen in any accommodation including the Homestead, Cabins and Huts will incur a replacement cost as follows:
  - a. Towel \$32.00 each
  - b. Single Sheet \$50.00 each
  - c. King Sheet \$100.00 each
  - d. Pillow Case \$10.00 each

- e. Doona Cover King \$300.00 each
- f. Doona Cover Single \$120.00 each
- g. Throw blanket \$50.00 each each
- h. Throw cushion \$50.00 each
- i. Mattress Protector \$50.00 each

## 5 WATER

- 5.1.1 All taps are by default treated water which is regularly tested in accordance with local council regulations. Pure rain water is clearly labelled.
- 5.1.2 Hosanna Farmstay does not have a facility for dumping chemical toilets. Dumping of chemical toilets into Hosanna's septic waste system is strictly prohibited. A list of options can be found at [dumppoints.com](http://dumppoints.com)
- 5.1.3 Grey water from caravans and camper trailers can be placed directly onto the grassed campsites. Dumping of grey water into any water source including creek, water hole or dam is strictly prohibited.

## 6 CAMPFIRES

- 6.1.1 Guests may enjoy campfires by using the designated fireplaces located around the property and at each campsite.
- 6.1.2 Campfires are only allowed in designated fireplace settings as set out on the sitemap available at Reception.
- 6.1.3 Guests must fully extinguish campfires prior to their departure.
- 6.1.4 Campfires are subject to council regulations and are not permitted during times of Total Fire Ban. Hosanna Staff will notify campers if a Total Fire Ban is in place.

## 7 EMERGENCY

- 7.1.1 In case of emergency all guests are to follow directions from Hosanna Staff. Please be aware of the nearest Emergency Assembly Area. Emergency Evacuation Maps are located in the Homestead, each cabin and hut, as well as in all amenities blocks. Emergency Assembly Areas are clearly sign posted.
- 7.1.2 In case of flooding or fire Hosanna staff will direct you to safety. Please comply with all directives of Hosanna Staff and Emergency Service Personnel.

## 8 ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK

### 8.1 General

- 8.1.1 Hosanna is a working farm which offers a farming style experience complete with the risks which make this experience fun.
- 8.1.2 Minors fall under the legal duty of care of their guardians who can sign the liability waiver on their behalf. All other legal adults must sign the liability waiver prior to staying at Hosanna.
- 8.1.3 Digital acceptance of the liability waiver is deemed to be full legally binding acceptance.

## 8.2 Liability Waiver

- 8.2.1 I acknowledge that by reason of the nature of activities in which I or my children/wards/partner may participate at Hosanna there is a risk of injury, death or an adverse effect to any current or past medical conditions. As such I acknowledge and agree that I and my children/wards/partner engage in activities on the site, at the my/their own risk. I give Hosanna authority, at the sole discretion of Hosanna, to obtain medical and ambulance assistance on behalf of the guest in the case of injury, death or ill health while on site and communicate with my next of kin or emergency contacts as may be required.
- 8.2.2 In staying at Hosanna, I agree as follows: I fully understand and acknowledge that staying at Hosanna and participating in its activities includes risks, dangers, and hazards which may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that, could cause serious disability or aggravate current and/or past medical conditions. I hereby assume all risks and dangers and all responsibility for any losses and/or damages.
- 8.2.3 I, on behalf of myself, my children, wards, personal representatives and any other heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Hosanna and all its staff from any and all claims, actions or losses as a result of bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of participation in all activities while on the premises. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future against Hosanna.