

# 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 Camping
- 2.1.3 **Activities** – Any activity facilitated by Hosanna staff such as but not limited to: Animal Feeding, Cow Milking, Farm Tour, Waterslide, Treasure Hunt, Bee Experience, Garden Planting Tour.
- 2.1.4 **Guest** – Persons of any age entering Hosanna's property for purposes in line with the products and services Hosanna offers.
- 2.1.5 **Infant** – Person aged 0-2 years
- 2.1.6 **Child** – Person aged 2 – 17 years
- 2.1.7 **Adult** – Person aged 18 and over
- 2.1.8 **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.
- 2.1.9 **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.
- 2.1.10 **Staff** – Hosanna's paid staff as well as volunteers employed by Hosanna
- 2.1.11 **Dam** – Water catchment for swimming and other recreational purposes
- 2.1.12 **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.
- 2.1.13 **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.
- 2.1.14 **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.
- 2.1.15 **Check out** – Departure time at which accommodation or campsites must be vacated.
- 2.1.16 **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.
- 2.1.17 **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.

### 3.2 Refunds and Cancellation

- 3.2.1 Hosanna Farm Retreat has a no refund for cancellation policy.
- 3.2.2 Hosanna gives guests the option to take out cancellation insurance when booking their holiday, which is facilitated through a third-party insurer. Due to the unprecedented COVID19 situation this insurance may have changing policies, so we recommend you read the insurer's terms and conditions prior to purchasing this insurance. Generally, insurance policies can vary between companies so please take the time to research each policy thoroughly. **As Hosanna does not offer refunds on cancelled bookings, cancellation insurance may offer some protection against the unlikely event that guests might be forced to cancel.**
- 3.2.3 Cancellation insurance is not available for group bookings, Homestead bookings or bookings made through 3<sup>rd</sup> party booking channels such as Airbnb or Aircamp.
- 3.2.4 In the event that you are unable to come to Hosanna due to a change in government / local authority advice in response to the COVID-19 pandemic, Hosanna will offer you credit to use within the next 12 months from the time of your booking.
- 3.2.5 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.
- 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.
- 3.2.6 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. Within 14 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.
- 3.2.7 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.
- 3.2.8 No shows for Accommodation, Camping, Day Visit and Activity Bookings will be charged at the full rate.
- 3.2.9 Credit is not available within 14 days for changes made due to early departures, no shows, change of mind, inclement weather or where guests are asked to leave due to breaching park rules.
- 3.2.10 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 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 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.

### **4.5 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 Damage to the Homestead, cabins, huts, and other buildings/facilities and their out-fittings including all bed linen, towels and pillows.
- 4.5.3 Damage and/or loss of lifejackets, kayaks, other watercraft, hobs, board games, table tennis equipment, playground equipment or any other installed activity equipment.
- 4.5.4 Breakages of crockery or appliances in the outdoor Hosanna Kitchen.
- 4.5.5 Excessive littering, or failure to remove excess rubbish from accommodation or campsite.
- 4.5.6 Additional cleaning required due to pets sleeping inside accommodation and/or on Hosanna beds.

## **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.

## **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 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.