



*Please note Cicada recommends our guests make use of travel insurance, as our booking conditions laid out below are strictly enforceable.

Booking Terms and Conditions

1. DEFINITIONS

1. "Booking" means the period of time for which you have paid to stay at the Property.
2. "Guests" means the persons paid for who stay overnight at the Property during the Booking.
3. "Management" means the managers of the Property.
4. "Property" means Cicada, 127 Jerrara Rd Kiama (Jerrara) NSW and all its fixtures, fittings and equipment.
5. "Tents" means the Safari Tents and/or the Bell Tents as the context provides.

2. ACCEPTANCE & RESPONSIBILITY

1. Payment for a Booking constitutes acceptance of these Terms and Conditions.
2. Cicada accepts no responsibility from all claims or causes of action you or any Guests may have (including for negligence) arising from any injury, loss or damage of any kind suffered by the Guests including personal injury, illness or death and/or loss or damage to any property (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of your stay at the Property.

3. PAYMENT

1. A Booking is not confirmed until payment is received in full.
2. Credit Card details will be held prior to your arrival for bond purposes. Any damages and applicable additional charges will be charged after your stay accordingly.

4. CHANNELS

1. Bookings may be made through various accommodation channels and the rates may vary from our direct channel. Cicada accepts no responsibility and will not provide any reimbursements for Bookings made at higher rates.

5. CANCELLATION OR VARIATION

1. If you wish to vary or cancel your Booking, please contact us immediately on 0400991452 or stay@cicadaluxurycamping.com.au with your request.

2. **Variations** of Bookings will be at Management's absolute discretion and will be considered only in extenuating circumstances. Variations (if agreed) will be based on a dollar for dollar basis, and a \$75 administrative fee will apply. We have a minimum two (2) nights stay policy and three (3) nights on long weekends. A variation of the Booking which reduces the number of nights stay will be treated as a cancellation of the Booking in respect of those nights. No refund will be made for a variation to the extent that it breaches our minimum nights stay policy. If a variation to a Booking is agreed, then any further variation to the Booking will not be permitted beyond the first variation.
3. **Cancellations** prior to 30 days before the stay will be entitled to a refund or credit, reduced by \$75 administrative fee plus any third party booking or merchant fees.
4. Any money paid is non refundable in the event of a cancellation or variation within 30 days of your stay. Variations of bookings within 30 days of arrival will be treated as a cancellation.
5. **Re-book** - In the event Management can rebook your stay, then you will be entitled to a refund or credit, reduced by \$75 administrative fee plus any booking or merchant fees.
6. **Refund** - Should you be eligible for a refund it will be made through your payment method at time of booking.
7. To the extent that we remain operational, cancellations due to government travel bans (including pandemics, natural disasters etc) will not result in a refund and you may be issued a credit at Management's absolute discretion in good faith and on a case by case basis.
8. Any Booking paid for by way of a voucher offered in good faith due to government travel bans will not be eligible for any variation regardless of the reason.

5. ADVERSE WEATHER

1. We have built the Tents to be as comfortable as possible in all weather conditions. However, due to the nature of 'glamping' accommodation strong winds and rain can adversely affect the Tents more than a bricks and mortar building. Being perched high on the hills with spectacular views, it can go from absolute calm to extremely windy and anything in-between, which is completely out of Management control.
 - i. *Please note that we do not accept any responsibility for any effect on your stay due to adverse weather.*
2. **Safari Tents**

The Safari Tents are very sturdy and have been reinforced to withstand strong winds. Each of our Safari Tents is water tight, and cuddling up inside or even having a bath on the undercover deck during large storms is all part of the adventure!
3. **Bell Tents**

The Bell Tents are less sturdy structures than the Safari Tents which means Management reserves the right to close the Bell Tents if high winds are forecasted or make any other reasonable decision regarding Guests' safety.

Management will always give Guests as much notice as possible on Management decisions, although conditions can change quickly. It would be very rare that less than 48hrs notice would be provided to Guests. If Management decides to close a Bell Tent that has been booked, Management will provide the impacted Guest with the option for a full refund or the opportunity to re-book.

Please note that we do not accept any responsibility for any effect on your stay due to adverse weather.

6. LINEN AND TOWELS

Management will supply linen, pillows, blankets and one set of towels for your stay.

7. UNAVAILABILITY

If the Property becomes unavailable for your Booking due to unforeseen circumstances (eg. fire, storm, damage, etc) then Management will inform you immediately and endeavour to obtain suitable alternative accommodation for you, failing which any money paid will be refunded in full.

8. GETTING TO/FROM CICADA

1. Management recommends driving to Cicada, but the Property is accessible by train and a short 8 min taxi ride from Kiama train station.
2. Coming from the east/Kiama, the entrance is on the left about 100m after passing Long Brush Rd.
3. Coming from the west/Jamberoo, the entrance is on the right about 2.5km after turning on to Jerrara Rd.
4. The speed limit on the Property is 20km/h at all times. Please respect the speed limit for your own safety and the safety of other Guests.
5. Please stick to the gravel roads and car park areas only. **DO NOT** drive to the Tent, as pathways are footpaths only.

9. CHECK-IN/OUT

1. Check-in/out times vary depending on the Tent booked and will be advised prior to the date of stay.
2. Late departure is subject to prior arrangement and availability and reasonable extra charges will apply at the Management's discretion if a late departure has not been pre-approved.

10. DEPARTURE

1. The Property must be vacated on time and secured.
2. Before departure, all food must be removed from fridges, all rubbish put in the appropriate rubbish bins provided, and crockery and cutlery washed and packed away. Tents and the Property must be left in a clean and tidy condition. All furniture and furnishings must be left in the position they were in

when you arrived. All fly screens, windows and doors to be zipped or velcroed closed.

3. If the BBQ has been utilised please ensure it is cleaned using the products provided. If it is left in an untidy manner a \$50 cleaning fee will be charged.

11. ADULTS ONLY

Due to the nature of the Property and to ensure that you and other Guests can fully relax and indulge, Cicada is strictly Adults only (18+). Children are not permitted on the Property.

12. PETS

No pets are allowed at the Property. If Management becomes aware that Guests have allowed animals and/or pets to enter the Property the Booking will be terminated immediately and the Guest who made the Booking will be charged \$250 administration fee and further liable for any additional cleaning and damage costs (including damage to the stock).

13. MOTORSPORTS

Management DOES NOT permit any kind of motorsports on the Property, for reasons such as disturbance to other Guests and insurance. Motorsports includes but is not limited to Motor bikes, Dirt Bikes & ATVs. Any breach of this condition will result in immediate termination of the Booking and eviction without refund and may result in extra charges for damages to the Property or expenses incurred in respect to Guest disturbance.

14. PARTIES & FUNCTIONS

1. No parties, gatherings or functions are allowed at the Property. This is a one-strike condition.
2. Breach of this condition may result in immediate termination of the Booking and eviction without refund and may result in extra charges for security, cleaning, garbage removal, wear and tear, repairs etc.

15. YOUR OTHER RESPONSIBILITIES

1. Guests must comply with all applicable Rules and all instructions/directions from Management or the nominated caretakers of the Property concerning occupancy, property, health, safety and quiet enjoyment of the Property and neighbours. Disturbance to our neighbours, including excessive noise, is prohibited. Management ask you to respect the quiet enjoyment of other Guests whilst staying at the Property. Any breach of this condition will result in immediate termination of the Booking and eviction without refund and may result in extra charges being levied for security and other expenses..
2. A maximum of two adults are allowed inside or around each Tent. Only Guests nominated and agreed in the Booking may stay at the Property overnight. If any other people stay in excess of those declared at time of Booking then any breach of this condition will result in immediate termination

of the Booking and eviction without refund and may result in extra charges being levied.

3. Only paying Guests are allowed on the Property. Visitors are strictly not permitted, including but not limited to photographers, tour operators & other local service providers (excluding approved operators providing experiences booked via Cicada).
4. No hunting is permitted on the Property at any time.
5. Smoking is not permitted inside the Tents, on the decks, or within 5 metres of the outside of the buildings on the Property.
6. Cars are to be parked at the carpark only.
7. Please do not use your fire pit if it is upside down, this means there is high fire danger or a fire ban. Please note that these dates may vary with local conditions.
8. Guests are advised to bring suitable footwear for the gravel pathways, as some areas are steep and uneven.
9. Guests are NOT allowed to cross any fences (with the exception of the cattle ribbon fence at the main entrance), or enter the Managers' residence driveway which is marked 'Private Property'.
10. Guests exploring any parts of the property, do so at their own risk.
11. No swimming allowed in any of the water courses/bodies on the Property.
12. Cicada is a large property with limited lighting. Guests are required to take care when walking and driving around the Property and Guests do so at their own risk.
13. Power cords and leads are not permitted to lie across the Property.
14. Guests use all fire pits at their own risk and are responsible for management of fires and any consequences/damages resulting from use of a fire pit.
15. Management prohibits the use of illicit drugs. Any Guest found with substances or deemed to be under the influence of illicit drugs will be asked to leave the Property immediately.
16. The Guest making payment for the Booking is the responsible party for all Guests made under that Booking.
17. Management/Cicada takes no responsibility for your personal property.
18. The terms and conditions are correct at time of Booking and may be subject to change at any time.
19. The Customer must pay the Provider's reasonable legal and other costs in defending an insurance claim, with the exception that if:
 - i. the insurer pays out on the claim then the Customer is not liable for the Provider's costs;
 - ii. judgement is made against the Provider costs are awarded in accordance with a direction of the court.

16. PROBLEMS OR COMPLAINTS

1. In the case of any problem or complaint, you must inform Management at the earliest opportunity, so Management has the chance to assess and potentially rectify the problem or complaint as quickly and efficiently as possible. Guests must allow repair/service access to the Property during reasonable hours.
2. Any complaint which may or cannot be resolved during the stay must be notified in writing to Management prior to departure from the Property. Failure to notify Management prior to departure may hinder the ability of

Management to rectify the problem or complaint and reduce or extinguish any claim you may have. Management requests that you do not publish your complaint publicly in the form of an online review without allowing Management to address or consider the problem or complaint.

3. Management recommends all Guests purchase travel insurance as Management is not responsible for any injuries, illness or accidents that may occur whilst staying at the Property.
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17. DAMAGES

1. Any damage, loss or expense incurred by Management as a result of your breach of these Terms & Conditions will be charged against your credit card which you provided for online payment for the Booking.
2. Examples of damage, loss or expense include but are not limited to any breakage, damage or excess cleaning requirements or extra Guests beyond those declared.