



## Terms and Conditions

Please take the time to read and understand our Terms and Conditions.

By booking a stay at Hideaway Domes you are automatically agreeing to accept, without limitation, all of the following terms and conditions of entry to our Property and accommodation

### **DEFINITIONS**

*“Booking” means the period for which you have paid to stay at Hideaway Domes (Property).*

*“Property” means Hideaway Domes and all its fixtures, fittings and equipment and the land on which the accommodation sits.*

*“Management” means the owners and managers of the Property.*

*“Guests” means the persons who stays on the Property during the Booking period.*

All bookings made are subject to these terms and conditions and the person making booking is deemed to have accepted these terms and conditions on behalf of the individuals staying at Hideaway Domes.

Hideaways Domes has the right to change or update these terms and conditions without prior notice by posting amended terms on our website or via our social media.

### **Check In/Check Out**

#### **Check In: From 3pm**

We highly recommend arriving before dark as your Dome is located in a remote spot for your secluded hideaway experience. Arriving before sunset will offer you the best experience in getting familiar with your surrounding before nightfall. With the added benefit of hopefully witnessing your first sunset.

A pin number to the key lock box will be issued to you approx. 2-3 days before your stay, once online check-in is completed.

## **Check Out: By 10am**

Variation to these times may be available upon prior request. Please enquire *before* making your booking.

## **Bookings**

Hideaway Domes is an adult only accommodation offering. You must be at least eighteen (18+) years of age to make a booking and stay at Hideaway Domes.

Full payment must be prior to your stay before the booking will be confirmed.

A welcome email and additional information including your Dome's location and any specific directions, will be sent to you upon full receipt of funds and the completion of the online Check In and credit card authorisation within one week of your stay.

When staying at Hideaway Domes, we advise you to keep all your belongings and valuables safe. Hideaway Domes does not assume financial responsibility, in the event your personal possessions are lost, stolen, damaged or misplaced on the premises during your stay.

Each Dome is for 2 people only. By paying and confirming for your booking, you are agreeing that under no circumstances, will additional guests be brought back to the Property.

Only those persons indicated on the booking form may enter the Dome and use the Property.

Hideaway Domes reserves the right to request additional guests who have been brought on to the Property leave immediately; and in extreme circumstances booked guests who have brought additional guests may be evicted from the Property without a refund.

Hideaway Domes reserves the right to either:

- Request additional guests to leave immediately and pay a minimum fee of \$250 per person per night that they have stayed:
- Request all guests to leave immediately without a refund and pay a fee of minimum \$250 per person per night where there has been an extra person on the Property

Hideaway Domes strongly recommends that at the time of booking you purchase comprehensive travel insurance to cover items including but not limited to, loss of

booking fees owing to cancellation, loss or damage to personal baggage, loss of money and medical expenses.

### **Booking Transfers**

Where an existing Booking needs to be transferred into another guest's name, the Management must be notified in writing prior to arrival at the Property and subsequent approval must be given in writing along with payment of a \$80 variation fee.

By booking with Hideaway Domes, you acknowledge and agree that to the extent permitted by law, Hideaway Domes has no obligation to refund any money paid unless it decides to do so in its absolute discretion. (See Cancellations for more information)

### **Credit Card Authorisation**

A \$250 credit card authorisation will be held prior to your arrival and released 3 days after Check Out minus any damages and applicable additional charges. You will be automatically prompted to do this 7 days before your stay via our online Check In process.

If you fail to complete the pre-authorisation, you will not be able to attend Hideaway Domes and risk forfeiting your booking.

### **Safety Awareness**

Our Domes are located on rural Property that may not be staffed 24/7. As such you (the guest/s) acknowledge that is your responsibility to maintain your own safety in and around our Dome Property. You acknowledge that you are aware of the risks entailed in the remote, natural, rural environment (including but not limited to wildlife including spiders, wombats (and wombat holes), snakes and lizards and uncontrollable environmental factors such as hot temperatures, cold temperatures, windy conditions, unexpected bushfires and subsequent smoke, snow and icy conditions, rain, hail, thunder and lightning, trip and slippery hazards found in the natural environment and rugged bushland). Please note that owing the fact that some risks are heightened by the low-light environment at night, outdoor night-time activities are purely reserved for the benefit of star gazing.

### **Strictly No Pets**

Due to the close proximity of wildlife and stock, no pets are allowed on the Property under any circumstances. If guests are found to have a pet or there is evidence of a pet having been on the premises Hideaway Domes reserved the right to either:

- request guests to remove the pet immediately and pay a cleaning fee of a minimum of \$300; or
- request guests and their pet leave without a refund and pay a cleaning fee of a minimum \$300.

Guests will be liable for any additional damage to Property or livestock caused by the pet brought onto the Property. This may include liability for any biosecurity concerns that are raised by your pet being on the Property.

## **Smoking and Fires**

Strictly no smoking is permitted anywhere on the Property and or in the Dome. Any evidence of smoking will incur a minimum \$250 cleaning surcharge.

Any inappropriate use of fire outside of designated firepits and/or inappropriate disposal of charcoal or burnt matter can attract additional cleaning surcharge of a minimum \$250 and a referral to the authorities for negligent behaviour.

## **Damages**

Any damages, loss or expense incurred by management as a result of your stay will be charged against the credit card used during the online check-in. This includes those that exceed the limit of pre-authorisation if the costs incurred exceed the pre-authorisation. Examples of this include, but are not limited to any breakage, damage or excess cleaning requirements or extra guests beyond those declared.

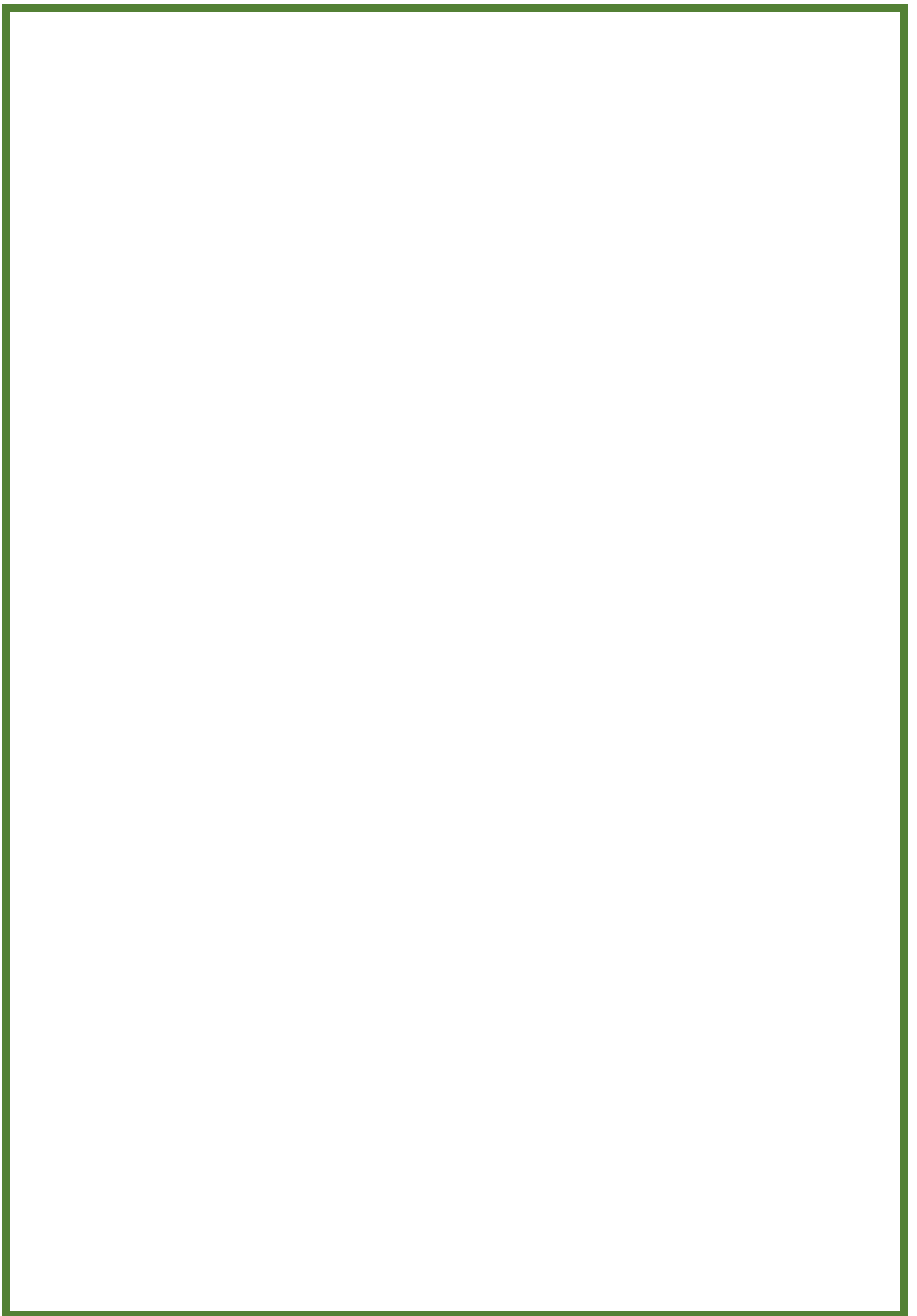
You agree to leave the site and the Dome in the condition it was on arrival and that you will report any damages which have occurred during your stay.

## **Electronics**

Our Domes are off-grid which means we rely solely on off grid solar power.

Please note that there are no power sockets provided in the Domes. Our solar kit is calibrated to power low voltage appliances ie: fan, fridge and the phone charger station only. We are unable to accommodate any external electronics whatsoever. This includes hairdryers and hair straighteners (please see FAQs).

Any tampering with the electronics in the Dome or the Solar Kit will result in disruption to your stay and/or potentially extensive damage to our equipment. Should there be evidence of tampering you will be held responsible for any liability for expenses or repairs incurred owing to the tampering and this may include any potential future loss of revenue should the damage be significant or irreparable.



## **Cancellation Policy**

If you sadly need to cancel your booking, please contact us immediately at [hideawaydomes@gmail.com](mailto:hideawaydomes@gmail.com)

Should you be eligible for a refund it will be achieved via the payment method at the time of booking.

Any cancellation or variation to your booking will attract an \$80 Variation Fee excluding any booking or merchant fees.

Cancellation or rescheduling must be made at least 15 days prior to the scheduled Check In date to avoid any additional fees.

Cancellation or rescheduling made between 14 days and 7 days prior to the scheduled Check In date will incur a 50% of booking including the Variation Fee (\$80).

Cancellation or rescheduling made less than 7 days prior to the scheduled Check In date will be incur 100% of the booking fee including the Variation Fee (\$80).

Variation of the booking which reduces the number of nights stay, will be treated as cancellation of the booking in respect of those nights removed from the original booking.

Refund will be processed within 5 business days.

All cancellations and rescheduling must be done in writing to the email address listed on Hideaway Domes website in the contact page before 5:00PM on a business day and will be refunded in the manner which the booking was initially made.

### Peak season cancellations include:

- Mudgee Peak Season, Christmas and Easter breaks (September – December)

Peak Season cancellations or rescheduling must be made at least 31 days prior to the scheduled check-in date to avoid any additional fees.

Peak Season cancellations or rescheduling between 30 days and 15 days prior to the scheduled check-in date will be required to pay 50% of the booking including the Variation Fee.

Peak Season cancellation or rescheduling made less than 14 days prior to the scheduled check-in date will be required to pay 100% of the booking including the Variation Fee.

In extreme circumstances, it may be necessary for Hideaway Domes to cancel your booking due to events beyond its control that may include but are not limited to extreme weather events, bushfires, Government directions, Government mandated shutdowns, infectious disease, pandemics or virus. If Hideaway Domes is required to cancel your booking due to an event beyond its control, then you will be provided with a gift voucher for the same value as the original booking amount to use at a later mutually convenient date.

By booking with Hideaway Domes, you acknowledge and agree that to the extent permitted by law, Hideaway Domes has no obligation to refund any money paid unless it decides to do so in its absolute discretion.

### **Environment and Weather Conditions**

Hideaway Domes provides you with the unique luxury of glamping accommodation in a geodesic dome. These domes are designed and engineered for the sole purpose of strength aerodynamics and energy efficient features, allowing them to withstand some of the toughest elements i.e. high winds, rain and snow storms etc. However, Hideaway Domes and the guest acknowledges that Hideaway Domes does not have any control over the weather conditions and therefore Hideaway Domes does not accept any responsibility for undesired weather conditions throughout the duration of the guests stay. We do not offer any refunds if you feel that weather conditions aren't personally suitable, nor do we offer refunds if you are unable to experience outdoor activities or firepits due to adverse weather or unsuitable conditions.

In the event of extreme weather conditions and/or mechanical failure caused because of extreme conditions, all bookings are subject to Hideaway Domes right to cancel or reschedule them. Natural events include, but are not limited to excessive wind, fire risk, snow and heavy rainfall or storms.

Management will inform you immediately of any extreme weather conditions or mechanical failures as soon as they become apparent and will endeavour to obtain alternative accommodation within the Mudgee Region for your occupancy. Failing the securing of alternate accommodation, any monies paid will be refunded in the same method as the bookings was secured or in the form of a gift voucher at management's discretion.

You will not hold Hideaway Domes liable for any monetary reimbursement in relation to any new accommodation procured.

## **Vehicles**

Guests agree to follow the designated route to your assigned Dome and park at the designated parking spot for your Dome indicated by signage. The speed limit is 20 kilometres per hour. Please adhere to this limit for your own safety and for the preservation of our road.

You must not attempt to drive off the designated road to/from the Dome designated parking spot. Failure to follow this and attempting to drive in the paddocks may result in your car being damaged or bogged or damage to Hideaway Domes Property and towing or repairs of the Property may be required at your expense.

Guests will be liable for any additional damage to Property or livestock caused by driving off the designated road and parking locations. This may include liability for any biosecurity concerns that are raised by taking your car off the road.

Gravel roads may not be suitable for low-lying cars i.e sports cars. If you are unsure about road access and suitability to your car, please check with management prior to booking .

Due to the remote location of our grounds, there is a need to drive on a dirt/gravel road. While all efforts are made to maintain the road to a suitable level for all weather driving, no responsibility is taken for loss or damage to vehicles accessing the road. This includes but is not limited to rock or debris on the road, uneven surfaces, exposed rocks, wildlife, livestock or washed road surfaces.

## **Fire Pit**

Outdoor fires must only be utilised in the designated fire pit area near your Dome and are subject to suitable weather conditions, fire bans and any compliance directions given by Management.

During the months of December to March (or as advised by the NSW Fire Service), and any other days where Fire Danger is deemed high, the outdoor firepits cannot be used. Disobeying these rules may incur fines, eviction, and prosecution by the relative authorities.

The indoor wood fire will be available from March to September. Wood and fire starter kits will be supplied during this period.

## **Parties or functions**

Under no circumstances are parties or functions allowed on the Property.



Breach of this condition will result in immediate termination and eviction without refund.

Additionally, the guests will be charged for security/law enforcement call out, cleaning and garbage removal as well as any damages that occur and subsequent repairs to the Property or surrounding land/landscape.

### **Late Departure**

Late departure is subject to prior arrangement and availability an extra charge may apply.

At time of departure all food must be removed from fridges and along with rubbish, be placed in appropriate bins provided.

Used crockery and cutlery must be cleaned and returned to its original position 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.

The Property should be vacated on time and secured. All windows to be zipped closed and doors to be locked.

Keys are to be returned to the lock box as you leave the Property.

### **Keys**

You are responsible for the safekeeping and replacement of accommodation keys into the lock box. Should a key be lost, you must report it to the Management immediately.

### **BBQ**

If you have utilised the BBQ please ensure it is thoroughly cleaned using the approved eco-friendly products provided. If the BBQ is found to have been left in an unclean manner, a \$50 cleaning fee will be applied.

### **Off Road Vehicle/s and Motorbike/Quadbikes**

Strictly no off-road vehicles, bikes or activities are permitted on the Property. This includes but is not limited to 4WD, ATV, Motorbikes, Quad bikes, Dirt bikes owing to insurance and damages to the Property.

Upon any breaches of this policy, you will be asked to leave the Property immediately without a refund of monies. You will also be liable for any other damages to the Property or expenses incurred in the respect of other guests' complaints.

Guests will be liable for any additional damage to Property or livestock caused by disobeying this policy. Use of unauthorised vehicles/bikes and such activities may include liability for any biosecurity concerns that are raised by taking vehicles of any nature off the designated roads.

### **Hunting or shooting**

Strictly no hunting or shooting of any form are permitted on our Property. Any breach of this policy will see you asked to leave the Property immediately without a refund of monies. People in breach of this policy may also be referred to the authorities for negligent behaviour.

### **Linen and Towels**

We supply quality linen, pillows, blankets and one set of towels for your stay.

### **Problems or Complaints**

In the case of any arising problems or complaints, you must inform Management at the earliest opportunity, so Management has the chance to rectify the situation as quickly and efficiently as possible. For damages, you must allow repair/service access to the Property during reasonable hours.

Any complaint, which cannot be resolved immediately, must be notified in writing to Management prior to departure from the Property.

Failure to follow this procedure this may hinder the ability of Management to rectify the problem or complaint and reduce or extinguish any claim you may have.

### **Disturbance to Surrounding Neighbouring Properties and Guests**

Disturbance to our neighbours, including excessive noise, is prohibited and may result in termination of your booking and immediate eviction without refund. Extra charges may be incurred for security and other related expenses.

Under no circumstances are you allowed to cross any boundary fences to enter neighbouring properties. Doing so may result in prosecution under trespassing and/or biosecurity laws.

You must comply with the Terms and Conditions, all applicable Rules and all instructions from Management and the caretakers of the Property concerning occupancy, Property, health, safety and quiet enjoyment of the Property and our neighbours. Failure to do so may result in eviction, additional fees, or prosecution.

### **Experiences Booked Through Hideaway Domes**

Hideaway Domes accepts no liability and responsibility for activities and experiences promoted or sold on behalf of 3rd party suppliers.

By booking an experience through Hideaway Domes – you consent for us to supply the supplier your contact details provided during the booking process. Please note that we do not supply anyone your credit card information – this is stored securely in an encrypted vault by our merchant facilities.

### **Private Information**

You consent and authorise Hideaway Domes to collect, use and disclose your personal information for the purpose of administering your booking and providing you with any service associated with your booking.

You consent to information which you have provided Hideaway Domes as part of your booking being used by Hideaway Domes for the purpose of informing you about offers and promotions which relate to Hideaway Domes. You may opt out of such communications at any time by advising Hideaway Domes that you no longer wish to receive such communications.

For more information please refer to the Hideaway Dome's Privacy Policy.

### **Indemnity and Limitation of Liability**

To the extent permitted by law, you agree to release, indemnify and hold harmless Hideaway Domes in its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgement and loss of any kind whatsoever (including but not limited to consequential and economic losses, Property loss/damage and damages for injury, including personal injury and death) arising out of, caused by attributable to or resulting from your booking or your stay at the Property except to the extent such as expense, cost, liability, claim, action, preceding, damage, judgement or loss arose out of, was caused by, attributed to or resulted from Hideaway Domes' negligence, wrongful act/omission or breach of these terms and conditions.

To the extent permitted by law the aggregate of Hideaway Domes' liability to you is limited to an amount not exceeding the amount paid by you for your booking.

Each indemnity in these Terms and Conditions is a continuing independent obligation and survives the termination or expiry of these terms and conditions.

### **Australian Consumer Law**

To the extent permitted by law or conditions, warranties, guarantees, rights, remedies, liabilities, and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Hideaway Domes are excluded under these terms and conditions.

Nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy or the imposition of any liability under Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits Hideaway Domes to limit its liability, then Hideaway Domes liability is limited to:

In the case of services, supply the service again or payment of the cost of having the service supplied again; and

in the case of goods, replacing the goods, supplying equivalent goods, or repairing the goods, or payment of the costs or replacing the goods, supplying equivalent goods or having goods repaired.

### **Miscellaneous**

These terms and conditions are governed by and will be construed in accordance with the law of New South Wales, Australia.

If part or all of any clause of these terms and conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable but if that is not possible it will be severed from these terms and conditions and the remaining provisions of these terms and conditions will continue to have full force.