



SHIRE OF DANDARAGAN

SANDY CAPE RECREATION RESERVE

CAMPSITE BOOKINGS TERMS AND CONDITIONS

1. Scope

These terms and conditions apply to all campsite bookings within the Shire of Dandaragan managed reserve 19206, known commonly and for the remainder of this document as "Sandy Cape Reserve".

By booking, you agree to be bound by these terms and conditions.

2. Parties to Agreement

The parties to this agreement are the Shire of Dandaragan and the Hirer (you). You are responsible for the acts and omissions of all persons occupying any campsite booked by you.

This includes, but is not limited to, the payment of all fees and penalties. You are responsible for sharing all information provided by us, including safety and emergency information, by any means at any time, with all persons that will be or are camping with you at your booked campsite.

3. Commencement

This agreement commences when we have received camping fees in full and you have received email confirmation of your booking.

4. Variation

These terms and conditions or any feature on or accessible through the website may be changed or discontinued at any time and any such changes will be published on the Shire of Dandaragan website: www.dandaragan.wa.gov.au

5. Bookings essential

You must not camp at, place or leave any property on a campsite:

- without a confirmed booking
- before the arrival time and date indicated on your booking confirmation
- after the departure time and date indicated on your booking confirmation

You may be required to provide a printed or electronic copy of your booking confirmation and proof of identity on arrival at a campground or at any time during your stay. We may take other steps to verify your details at any time including verifying an identification document such as a driver's licence.

If you cannot verify any of your details at any time we may, at our absolute discretion, declare your booking null and void, release the campsite to other campers, and you will forfeit all fees paid.

Your booking confirmation is sent by email and accessible from your www.spacetoco.com account page.

6. User Account

- You must have a SpacetoCo.com user account to make a booking. This is free to set up.
- You may only have one user account.
- You must be 18 years of age or over.

7. Account and Contact Details

You must use a name we can verify with proof of identity on arrival at a campground and at any time during your stay. We may take other steps to verify your identity at any time.

An email address can be used for one user account only. If you change your email address or mobile phone number, it is your responsibility to update your SpacetoCo user account to ensure that booking confirmations are sent to the correct address. The Shire of Dandaragan will not be liable for any loss as a result of incorrect or out of date user information to your account.

For international travellers: if you do not have an Australian mobile phone number at the time of making your booking, you are permitted to use a current known number (including country code) and when you do have an Australian mobile phone number, change your booking details to update the number.

We may use your email address and phone number to contact you about your booking and campground information, including in the case of an emergency.

8. Bookings not transferable

Bookings cannot be transferred to another person.

9. Campers and Camping Fees

Camping fees are flat rates and are set by the Shire of Dandaragan as part of its Annual Fees and Charges review. Each booking is limited to the set number of vehicles or personnel staying applicable to the relevant site. There are no charges for children aged 5 and under and they shall not be included when calculating a sites maximum number of personnel per site.

10. Vehicles and Vehicle Entry

For the purposes of campsite bookings and these terms and conditions: 'vehicle' means any driven or ridden motor vehicle and trailer means any towed vehicle including caravans, camper trailers and other trailers such as boat and equipment trailers.

The maximum number of camping personnel and vehicles is limited by the size of the campsite. For booking purposes, (provided they meet the vehicle category stipulated for the site), one vehicle allocation typically includes a driven vehicle and a trailer. For example, one

vehicle allocation may include a car towing a camper trailer. If there is no towed trailer of any kind, a second motorised vehicle may be included in the booking e.g. one vehicle allocation may include two vehicles and no trailers.

Where a site allows for two vehicles, this includes two motorised vehicles each towing a trailer such as a caravan or boat, per vehicle; OR, each vehicle allocation may include two vehicles with no trailers of any kind.

The same also applies for those travelling on motorcycles.

Your vehicle(s) shall not encroach outside of your site boundary and any vehicles not housed within your campsite must be parked in the general parking area, keeping roadways clear for traffic at all times.

It is a booking requirement to provide the vehicle registration plate information for any vehicles or trailers staying at your site. If you do not know the registration number of the vehicle at the time of booking, please enter the word "UNKNOWN" into the vehicle registration slot when prompted; this must be updated with the relevant registration information **prior** to your arrival.

If you will be travelling in a hire vehicle, please provide the name of the Hire Company and type of vehicle you will be hiring. The Shire of Dandaragan reserves the right not to accept, or to cancel bookings that do not provide vehicle information with their booking. Campers unable to be identified with a booking risk being issued with an infringement for illegal camping.

If you are travelling into the Reserve via an unmotorised bicycle or on foot, please enter the word "BICYCLE" or "HIKING" into the vehicle registration slot when prompted. You will remain subject to a vehicle fee upon booking.

11. Payment

The camping fee must be paid in full at the time of booking.

12. Bookings

A booking is for one campsite only for the term of your booking. If you require additional space for larger or more vehicles, you must make a separate booking of another campsite if you have reached the set capacity for that site. Friends or family travelling with you with their own vehicles must book their own campsite if the site you have booked does not have enough allocated vehicle or personnel slots. All additional vehicles must be accounted for during the booking process, per the terms set above in **10. Vehicles and Vehicle Entry**.

Arrival time is by 10:00 am, departure time is 11:00 am onwards, unless approved by an Authorised Officer.

13. Group Bookings

If you are an outdoor education provider, school or non-for-profit charitable recreation organisation we have an area that can be booked so sites are located together for the

group. Group bookings are not applicable for friends, family and other social groups camping/travelling together.

Group bookings are not permitted during peak periods such as school holidays, long weekends or public holidays.

Contact the Shire of Dandaragan office Monday to Friday from 9am-4pm (08) 9652 0800 to discuss your requirements for any group booking.

14. Maximum Stay

The maximum booking period in the Sandy Cape Reserve is nine (9) consecutive nights in a 30-day period without prior written approval from an Authorised Officer.

15. Booking Release Period (Days before arrival that the booking can be made)

The booking release period will vary across different seasons and holiday periods. The Shire will release site availability for periods between two- and six-months. Peak holiday periods such as Christmas and Easter holidays will only be available for bookings two-to-three months in advance to mitigate the risk of no shows and "site hogging".

The Shire will advertise the booking release period across several social media channels and the Shires official website.

16. Cancellation and Refund Policy

Once the booking has been paid and confirmed, cancellation can be made with two days' or more notice from the check-in date to receive a 100% refund, less any booking fees and charges relevant to your booking.

You can cancel or edit your booking using your SpacetoCo account at any time.

Failure to arrive at your campsite on the check-in date of your booking without prior communications to the Shire of Dandaragan, or by editing your stay via SpacetoCo, will be considered as a no-show and may result in your entire booking being cancelled and released back into the market.

You are subject to a fee of \$100.00 which will be taken out of your nominated bank card used at checkout if you are found to be in breach of this section.

No refund is applicable for any days lost for delayed arrivals and the Shire reserves the right to fill the campsite during the time the campsite is vacant.

17. Extending your stay

Should you wish to extend your stay, and subject to the availability of your campsite and maximum stay conditions, you will need to make a separate online booking. Any extensions to your stay from your original booking, must be created as a new booking and is subject to availability with no guarantee that you will be able to remain at the same site.

18. Cancellation or Changes by Us

The Shire of Dandaragan retains the right to close any part of our campgrounds without notice for management reasons or unforeseen circumstances such as, but not limited to, extreme weather events or emergency reasons.

In the event of a forced closure of the Sandy Cape Reserve, such as evacuation due to an actual or impending emergency, the Shire of Dandaragan will offer you a full refund, including any booking fees and charges, for the part of your stay that was affected by the closure. In the event this occurs, patrons may be offered accommodation at a safe place identified by the incident management team, such as an emergency evacuation centre. In some cases, patrons may be asked to return home or leave the district in which the emergency is unfolding; a full refund will be available for the remainder of your booking which has been affected if you do not return to the Reserve.

If we must change or cancel your booking, where possible we will offer you alternative campground accommodation for the period of the booking at no additional cost to you. If you decline an offer, or we are unable to offer an alternative, we will refund or credit the fees for all of the unused portion of your booking (including the booking fees and charges).

If you have booked a site which is identified at the time of booking as being part of a "group booking" (non for profit/school groups) cluster of sites, we reserve the right to move your booking to an alternative site to accommodate the group booking. Groups are asked to book three to six months in advance, so this is **not likely* to occur.

**This does not disqualify the possibility of such event occurring.*

19. Sandy Cape Reserve Rules

Failure to follow the rules may result in eviction, infringement penalties, prosecution or warnings issued by Authorised Officers to any or all offending individuals.

- a. Unlicensed off-road vehicle use is prohibited throughout the entire reserve.
- b. Dogs are permitted, but they must be always held on a leash.
- c. Generators may be used between the hours of 8am and 8pm only.
- d. Campfires are generally permitted between 1 April and 31 October (excluding Easter long weekend). All fires must be contained within a purpose-built fire pit made from steel or brick & mortar.
- e. Fires are not permitted when the Fire Danger Rating for the Lesueur District is "High" or above, during a Total Fire Ban, when sign posted at the Reserve entry point, or when instructed by a Fire Control Officer.
- f. Firewood must not be taken from within the Sandy Cape Reserve. The caretaker may have responsibly sourced firewood available for purchase. Vendors in Jurien Bay or Greenhead may also have firewood available for purchase.
- g. Fires are not permitted on the beach.
- h. Camping is limited to gazetted campsites in the main campground and the north and south self-contained 4x4 camping area. Camping is not permitted on the beach or in access ways anywhere throughout the Sandy Cape Reserve.
- i. A self-contained chemical toilet is required for all campers staying outside of the managed main campground (i.e. all North and South 4x4 camping areas)
- j. Road rules apply throughout the entire Reserve.

- k. The speed limit is 8km/h throughout the managed campground. Driving recklessly throughout other areas may result in eviction or be dealt with by the Police.
- l. Staying without a booking or over your booked allocation period will be deemed as camping without a permit. Infringement penalties of \$300 per individual apply.
- m. Access by vehicle to the North Head Historic Radar Station site is prohibited beyond signposted checkpoints to prevent damage and degradation of the site.
- n. From 10.00 pm until 8:00 am is quiet time. Loud music, loud talking or excessive vehicle noise during this time is prohibited.
- o. Antisocial behaviour of any kind is not permitted.
- p. Bins are provided at the information bay. If any rubbish is left on your site following check-out, you will be subject to a fee of \$100.00 which will be taken out of your nominated bank card used at checkout.

20. Breaches of any of the Terms and Conditions

In the event of any breach by you, or other occupants of the booked site, of the terms and conditions of this agreement, or of any applicable legislation or regulation, we may at our absolute discretion terminate this agreement and bar you from making further bookings by notice given to you, whether verbally or in writing.

On termination of this agreement, we shall treat the remainder of the booking period as cancelled. If having been notified, whether verbally or in writing, that you are barred from making further bookings, you do make further bookings, we will cancel those bookings and you will forfeit all payment made.

21. Governing Law

This agreement is governed by the laws of the State of Western Australia.

22. Entire Agreement

This agreement constitutes the whole agreement between you, any persons included in your booking or invited visitors, and the Shire of Dandaragan. This agreement supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

23. Waiver

None of the terms and conditions in this agreement shall be waived except by written notice signed by the parties to this agreement.

24. Release and Indemnity

Neither the Shire of Dandaragan, Elected Members, Shire staff nor representatives shall be liable, in negligence or howsoever, for any death, injury or illness of or to, or loss of or damage to property, of you or any parties accompanying you into Sandy Cape Reserve 19206. You hereby indemnify & shall keep indemnified each of the Body from and against any loss, cost, expense, damage, suit, action, proceeding, claim, demand, liability and cause of action incurred by or alleged or brought against any of those indemnified on account of you, or anyone else camping with you, initiating, bringing or alleging a suit, action, proceeding, claim, demand, liability or cause of action against the Body in contravention of the previous sentence, or otherwise.

25. Privacy Policy

The Shire of Dandaragan is committed to protecting the privacy and security of any personal information you provide us in order to do business with you. This includes your name, address, phone number and email address. The Shire or our Booking Agent SpacetoCo will not disclose any information about you to any third party except in circumstances where we are required to by law. We may use your personal information to contact you about your stay, the campgrounds, to respond to a request you make or to make any changes or cancellations to your booking. You also agree to receive updates and information from the Shire of Dandaragan via SpacetoCo following your stay; you may opt out of this at any time.

Any changes to this privacy policy will be posted on the Shire's website and Bookings page prior to implementation.

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