



## Fides Lodge (formerly Kangaroo Beach Lodges) GUEST TERMS AND CONDITIONS VALID FROM 1 February 2024

### RATES AND CHARGES:

You agree that you will pay Fides Lodge (FKB) the room rate for each day of your stay and any additional charges up until the time you check out from FKB.

All rates are quoted in Australian dollars (AUD) per lodge per night and are inclusive of GST.

Rates are subject to availability and can change without notification.

Rates are quoted for the agreed period of time for the number of guests indicated. A minimum 3-night stay is required for all bookings and this minimum may increase at different times of the year.

Maximum capacity for FKB is 8 guests.

### BOND, BOOKING AND CONFIRMATION POLICY:

Upon making a reservation request (**Reservation**), whether by phone, email or website booking form, you must provide us with as much detail as possible, including room arrangements, arrival and departure times and method of arrival and departure.

A Reservation will only be converted to a confirmed booking (**Booking**) when, within 3 days of receipt by FKB of your Reservation request:

- (a) you pay a bond of \$500 (**Bond**) via direct deposit if booking outside of 30 days
- (b) you pay total accommodation costs (**Costs**) plus bond (**Bond**) if booking inside of 30 days
- (c) you confirm you have read and accepted FKB Terms and Conditions; and
- (d) FKB receives cleared funds (if provided via EFT)

The **Bond** amount of \$500 will be held during your stay at FKB.

FKB reserves the right to reject any confirmed booking (notwithstanding receipt of a Bond) or reservation and in this case will refund any Bond you have paid in full.

The total accommodation costs (**Costs**) must be paid at least 30 days before the first day of your confirmed booking (**Due Date**).

Failure to pay the Costs by the Due Date will result in automatic cancellation of your Booking and your Bond will be retained in part or in whole by FKB in accordance with the cancellation policy set out below.

A Reservation which is requested within the 30-day period prior to the first day of your intended stay will require **full payment** of the **Bond and Costs** and confirmation of your agreement to FKB Terms and Conditions within 72 hours of your request.

### CANCELLATION POLICY:

Any cancellations of Reservations or Bookings must be provided to FKB in writing.

Cancellations received by FKB no later than 30 days prior to the first day of your intended stay will entitle you to a refund of all monies on file less \$100 administration fee.

Cancellations received by FKB less than 30 days prior to the first day of your intended stay will result in the entire Bond (and/or other monies paid) being forfeited as a cancellation fee.

In the event FKB exercise its right to change, cancel or reallocate your Booking, you will be reimbursed your Bond and/or Costs in full.

**PAYMENT PROCEDURES:** An emailed invoice will be provided with payment options noted.

**Direct deposits (EFT)** can be made to:

Account Name: John Wilkinson Investments Pty Ltd  
BSB: 105-900  
Account Number: 165398040  
Reference: customer name

payment advice is to be emailed to FKB [enquiries@fidesonkangaroo beach.com.au](mailto:enquiries@fidesonkangaroo beach.com.au)

**Credit/Debit card (Visa, MasterCard)** payments are accepted. **A 2% processing fee applies.** If this is your preferred method of payment we request that you contact FKB via telephone to advise your credit card details for processing.

**CHECK-IN/OUT:** Check-in time is between 2:00pm and 5:00pm and check-out time is 11:00am unless otherwise arranged. Please be sure to contact our Caretakers at the property (Contact details provided with pre arrival information) if you are going to be later than expected. It is your responsibility to arrange and confirm a check-in time (when you will collect your FKB key) prior to your travel to Kangaroo Island. A \$100 fee will be incurred for any loss of or damage to keys/swipe cards.

You must advise us of any change to the number of persons using your Booking and agree to pay any additional charges for additional persons not included in the number stated at the time of your Booking.

**BOND:** FKB will hold the \$500 **Bond** as security to be applied towards the carrying out of repairs or replacement of any damaged, destroyed, or missing (whether stolen or otherwise) property, including livestock. If there are no repairs or replacements required, then FKB will return the full \$500 to you within 7 days of check-out and/or receiving refund details.

The \$500 **Bond** will be refunded to your nominated bank account.

**USE OF LODGE:** The FKB lodge is to be used for short term residential accommodation only and not for any commercial use, wedding, party, gathering or any other function without the knowledge and written consent of FKB's owners and/or managers and FKB reserves the right to refuse any such request.

Any event or function permitted by FKB is done so under the understanding that guests/participants will not exceed number of bedrooms required for the duration of the booking and property and staff will be obligated to provide accommodation only – all other arrangements regarding catering, additional equipment required, transportation, guest/participant coordination, etc. will be handled directly by the guest and not be the responsibility of FKB.

**FACILITIES AND SERVICES:** Whilst care is taken to ensure that the description of our facilities and services is accurate, these are continually being changed and upgraded. If any feature or facility is essential to you choosing to stay at FKB, it is your responsibility to confirm prior to making your Booking that the feature or facility will be available during your stay.

To the extent permitted by law, FKB is not liable for omissions, errors or changes to the facilities and services at FKB, whether temporary or permanent.

**TELEPHONE/INTERNET:** Internet is provided for basic browsing and emails only and not for downloading or streaming purposes.

**PARKING:** Covered parking is not available. There is sufficient space for two cars only to be parked at FKB. Guests are not permitted to park cars by any other lodges/houses on the property.

**HOUSEKEEPING:** FKB is provided as self-contained accommodation.

**MAINTENANCE:** You are required to leave the lodge and surroundings in a tidy condition. Rubbish must be placed in the rubbish bins provided.

Failure to leave FKB and surrounding land in a tidy condition may result in a cleaning fee being charged to you and deducted from your bond.

SMOKING: Smoking is not permitted inside the lodge.

PETS: No pets are permitted in the lodge or on surrounding property.

#### **THE PROPERTY:**

Although FKB welcomes you to explore the surrounding property, it is also a working farm and any direct interference with the farm's operation may result in labour being charged to you.

Any attempts to explore the property should be done so with caution by all guests who are unfamiliar with the landscape.

Many tourist advisory sites advise against driving around Kangaroo Island at night or to at least do so with *extreme* caution. This is especially true for the Western end of Kangaroo Island, which has a higher concentration of wild native animals. It is quite common for these animals to congregate at the side of or even on the road after sunset, posing a danger to themselves and motorists alike.

We strongly recommend guests plan their arrival in accordance with these hazards. Please note that sunset occurs generally at about 5:30-6:00pm during Winter months (March to August) and 7:00-8:00pm during Summer (September to February).

#### **WARNINGS:**

FKB is situated within a working farm with livestock on the land and you and your guests and invitees must take care to ensure you do not harm or frighten the livestock.

The accommodation is also situated close to the coast which has dangerous tides, potential king waves or rocky ledges or rocks, exposed cliffs, unfenced dams and native fauna.

Cliff faces can crumble, and you should not go close to the cliffs.

All persons under the age of 18 years must be accompanied at all times by a responsible adult.

Any participation in swimming, kayaking, snorkelling or any other activity is at your own risk.

As such, by providing Confirmation of Acceptance of these Terms and Conditions or, where you fail to provide Confirmation of Acceptance, by staying at FKB, you accept full responsibility for the health and wellbeing of your guests and invitees and for warning them of these risks and dangers and FKB will not be liable for any injury, loss or damage suffered or incurred by any of your invitees or guests whilst staying at FKB or on the surrounding property.

#### **GETTING AROUND:**

Please refer to Google maps or the map on our website:

<https://www.fidesonkangaroobeach.com.au>

Note that FKB is located in a very rural part of Kangaroo Island, the nearest township being some 45kms away. As such, it pays to be prepared for your stay. Some basic pantry items and amenities are provided for you, however it is solely the guests' responsibility to bring their own food and drinks and acknowledge these distances and plan their trip accordingly.

Note that Kangaroo Island does not have a dedicated public transport service (i.e. buses, taxis, etc.). Transfers to and from the airport or ferry port must be organised prior to arrival by the guests – FKB does not provide any transportation services.

Guests opting to self-drive should be aware that farm roads are unsealed. Most vehicles can get around without too much trouble, however use of a 4WD is strongly suggested.

Note that micro cars (i.e. Hyundai Getz or similar) are NOT suitable due to insufficient clearance.

Guests must take responsibility for their own safety at all times and take necessary precautions to avoid injury or illness.

Any damage to the land and/or loss of anything owned by FKB must be reported immediately to the Caretaker and followed up in writing to [enquiries@fidesonkangaroobeach.com.au](mailto:enquiries@fidesonkangaroobeach.com.au)

**THIRD PARTY FACILITIES AND SERVICES:**

If guests choose to organise any third-party products or services (such as catering) FKB is not liable under any circumstances for any failure by third party providers to provide products or services, nor for any error, alteration or change of any kind made by those third-party providers. All third-party products and services are issued subject to the terms and conditions specified by those third parties.

FKB does not warrant the accuracy of any information, statements or representations by third parties and is not liable for any act or omission, default or negligence of any third-party provider.

**RELEASES AND INDEMNITY:** Any monies or other valuables, goods or vehicles that belong to you, brought in or on to the grounds or FKB property remain your responsibility and FKB is not responsible for their safekeeping.

To the extent permitted by law, you agree to release and hold harmless FKB and its current and former officers, employees and agents from and against all expenses, costs, liability, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever (including consequential and economic losses, theft, property loss and/or damage and damage for injury including personal injury and death) arising out of, or caused by, or attributable to or resulting from your Reservation, your Booking or your stay at the Lodges by you or any of your guests and/or invitees for any reason whatsoever. You agree to indemnify FKB and its current and former officers, employees and agents for all expenses, costs, liabilities, claims, actions, proceedings, damages, judgements and losses of any kind whatsoever (including consequential and economic losses, property loss and/or damage and damage for injury including personal injury and death) incurred or suffered by FKB or its current or former officers, employees or agents arising out of, caused by, attributable to or resulting from your Reservation, your Booking or your stay at the Lodges by you or any of your guests and/or invitees except to the extent caused by the negligence of FKB.

You agree that regardless of the length of your stay there is no tenancy or other proprietary rights created under any laws. We grant you a licence to stay in FKB and we reserve the right to terminate the licence at any time.

**GENERAL:** These terms and conditions are governed by and will be construed in accordance with the laws of the State of South Australia, Australia.

**USE OF INFORMATION:** You agree we may use your email address to send you information.

**PRIVACY:** FKB adheres to the Australian Privacy Principles relating to the collection, use and disclosure of personal information. All information collected from you is required to either meet the requirements of the State legislation regarding the maintenance of a guest register, for fire safety reasons, for billing purposes or for any other purpose stated in our Privacy Policy. We will not make this information available to any third party without your prior consent except where required by law or to enforce our collection of amounts owing by you. You must advise us if any details you provide at the time of your Reservation or Booking are incorrect. All information and data provided to us will be retained for the minimum length of time to comply with taxation and accounting requirements (usually 7 years). Any personal information or data is accessible only by FKB's authorised personnel. We will not knowingly permit any misuse of your information or data.