

# Ocean Yakka



**Resonant Solutions (Pty) Ltd**  
**Trading as Ocean Yakka**  
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*Ecotourism, Conservation, Sustainability*

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## **Standard Terms and Conditions for Staying at Ocean Yakka**

**28/7/2024**

The Parties subject to this contract and its Terms and Conditions (Ts and Cs) are Ocean Yakka and the Customer (ie the guests and person or group that booked the property).

### Key Principles:

- a. Fairness and ethical practice from all parties and acting in good faith is paramount;
  - b. The terms and conditions are consistent with [Australian Consumer Law](#) and Ocean Yakka will adhere to this, should it be considered that our Ts and Cs do not align;
  - c. The parties will take reasonable measure to find suitable alternative plans in the event of 'frustrated contracts' (or similarly Force Majeure or 'Acts of God')
1. The Ts & Cs and pricing as represented on [www.oceanyakka.com.au](http://www.oceanyakka.com.au) are the terms that apply. Bookings are to be done at <https://www.oceanyakka.com.au/staying-at-ocean-yakka/the-lodge/>. Please fill in the form, and this will send an email, and if desired, the booking can be paid for directly with credit card.
  2. These Ts and Cs apply to bookings made directly with Ocean Yakka. Where a 3<sup>rd</sup> party booking has been used (such as Booking.com or AirBnb), their contract takes precedence.
  3. Payment of a deposit, part or full payment constitutes acceptance of these terms & conditions.
  4. Ocean Yakka is open to a negotiated agreement on terms and conditions, in which case, these specific terms take precedence over the
  5. Any Government decree or law introduced to a special event may override specific terms below, but in general would be covered by 'frustrated contracts'.
  6. Booking on the Ocean Yakka website or directly via email attracts a 10% deposit through Stripe – 100% payment. Refund policy
  7. Payments
    - a. Payments are subject to a Refund Policy as. Ocean Yakka will ensure refunds are done within 7 days, and in addition where there is reasonable dispute or uncertainty, Ocean Yakka will favour the customer.
    - b. Direct Booking on Ocean Yakka website using Credit Card requires payment in full at the amount as shown calculated by the online shopping algorithm.
    - c. Booking on the website, where a booking is submitted, but not paid requires a 10% deposit to be paid directly to the Ocean Yakka account. The balance of payment is required 14 days prior to arrival
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- d. Valid payments include: Direct deposit – Details for bank deposit will be forwarded to guests upon acceptance of booking. Credit card – Payment is accepted by Visa or Mastercard.
8. Cancellations and Refunds
- a. The customer should advise Ocean Yakka within 1 day of knowing that a cancellation will (or is likely to) occur, or as soon thereafter as is reasonable.
  - b. It is expected that the Customer has insurance or is prepared to self-insure events that are insurable (such as flights, illness, baggage loss, bus or car), and Ocean Yakka cannot cover these events under a full refund – though will still endeavour to find a suitable arrangement
  - c. Cancellations due to ‘frustrated contracts’ (ie force majeure or events outside Ocean Yakka or Customer control) will receive a refund for the time that Customer is not able to stay at the premises (ie at the daily rate). If travel is officially restricted by Government during the time of your booking, Ocean Yakka agrees to offer a full credit which won’t expire or a full refund.
  - d. Cancellations prior to 30 days before arrival will receive a 90% refund.
  - e. Cancellations prior to 14 days before arrival will receive a 50% refund
  - f. Cancellations less than 5 days prior to arrival will receive the ‘cleaning fee’ refund
  - g. In all instances, if the Customer or Ocean Yakka find alternative guests over that time, the Customer will receive a refund equal to the difference between the Customers Full Payment and what was received by the new guest.
  - h. A ‘Full Refund’ is defined as 100% of payments received less costs incurred in making the booking (including bank fees, Stripe fee, commissions and administration). This is deemed to be 5% of the total amount.
9. Deposits are payable within 3 days of booking, after which the booking is then released.
10. Changes by Customer to dates or number of people
- a. Ocean Yakka is open to, and can accommodate, an increase or decrease in changes to the number of guests, however this must be in agreed in email ahead of arrival. Any increase in guests after arrival, requires the addition payment based on the current pricing as advertised on the website.
  - b. An increase in the number of days accommodation can be accommodated if the lodge is free, however payment for this shall be made prior to arrival.
  - c. A decrease in the number of days accommodation would be based on the refund policy and proportioned accordingly.
11. Standard check-in time is from 2pm on date of arrival. Check-out time is 10am on date of departure. Any specific changes can be accommodated if possible, but must be agreed beforehand.
12. We expect Customers and guests to act in a reasonable manner and respect property and the local fauna and flora. The accommodation and property is to be left in the condition in which it was found other than laundry, and reasonable cleaning required. Ocean Yakka requires the holding of credit card details as a security against damage, excess cleaning and extra costs incurred that are outside of normal and reasonable damage.
13. Customers are to advise Ocean Yakka if on arrival or when first notice that damage has occurred, or if they have caused damage. Normal wear and tear is for Ocean Yakka account,

as is accidental breakage – subject to reasonableness and a discussion thereof with the damage being raised promptly by Customer.

14. Pets and animals are not permitted, as this is a Coastal Conservation zone, and could affect the local fauna and flora, in addition to the potential to cause damage. Cats are strictly not allowed. There is a program to eradicate cats from Kangaroo Island due to the devastation they are causing to local wildlife.
15. Ocean Yakka takes no responsibility for personal property left at the accommodation during or on departure of guest's stay, however we will endeavour to return items found left on premises. If items are left at a property
16. Guests must be aware that as all our properties are in country or bush settings there is always a risk of bugs, spiders, snakes & bats being within the vicinity of the property. Although all care is taken to avoid their entry to the property, and prompt removal will be undertaken, standard cancellation policies will still apply should the guests simply disapprove of bugs & animals.
17. Ocean Yakka has PL insurance for accidents, however takes no responsibility for injury or incident caused by irresponsible or disorderly behaviour or conduct.
18. Ocean Yakka is owned by real humans that care! However we accept that we or our staff or contractors may have made a mistake, something is not right or some other issue. In this respect, we will endeavour to make good and resolve the issue ASAP, however any slight oversight does not negate in anyway the terms and conditions set out above.
19. In the event of unforeseen situations where a property may be deemed unfit or not available for any reason, Ocean Yakka reserves the right to find other suitable accommodation for the entirety or remainder of Customers stay or offer a full refund.
20. Ocean Yakka takes Customer privacy seriously. Booking information will only be retained where required by law other than name and email address, which will be retained unless Customer would like this removed – which may be after 5 years by which time records retention has expired. Additionally, an external camera is on the property, but is only there to trigger access to the house and this data is removed within a month of occupation.
21. Ocean Yakka is in a 'Coastal Conservation' zone, and has all the beauty and freedom associated with this and we encourage caution alongside enjoyment. However it also comes with risks such as trips, falls, snakes, kangaroos (and other fauna), creeks, ocean, spiky plants (and other flora) and other nature related risks. These risks are fundamentally at the Customers risk, in a case where Public Liability Insurance does not cover any accidents.
22. In the event of forced evacuation by authorities in the event of bushfires or other emergency, (not just Watch and Act), Customers are to obey these instructions and head to Penneshaw. In this circumstance, Ocean Yakka will provide a refund of that part of the stay not able to be utilised. Ocean Yakka will advise Customers of any alert or evacuation order via text and/or phone call on a Customer supplied mobile phone number. The onus is on the Customer to check their phone for such and alert.