

RUMI

LOUTH ISLAND, EYRE PENINSULA, SOUTH AUSTRALIA

General Booking Terms and Conditions "Ika Shima Pty Ltd" trading as Rumi on Louth (ROL)

Please read these Booking Conditions carefully as they contain important information about your agreement with Rumi on Louth.

Last updated 23 September 2024

1. Definitions

- 1.1 'Client' means the person or company making a reservation or booking with ROL, and if there are more than one person or companies making the booking, these Booking Conditions bind them jointly and severally.
- 1.2 'Booking Conditions' means these Booking Terms and Conditions
- 1.3 'ROL' means Rumi on Louth ACN 34 647 836 342

2. Formation of contract

- 2.1 By making a booking online or by issuing instructions to proceed with a booking request with ROL, the Client acknowledges that they have read, understood and agree to be bound by these Booking Terms & Conditions.
- 2.2 Reservations will be subject to availability and will be converted to bookings upon receiving payment from the Client:
 - (a) a deposit of 50% of the total cost of the booking (accommodation) must be made at least 30 days prior to the arrival date. The balance must be paid no later than 30 days prior to the arrival date; or
 - (b) the whole cost of the booking made less than 30 days from the arrival date.
 - (c) Day experiences require full payment at the time of booking.
- 2.3 A reservation will lapse if the Client does not pay the deposit or the booking cost by the due date for the relevant payment.
- 2.4 A binding contract will be formed when ROL notifies the Client that it has converted a reservation to a booking under clause 2.2.
- 2.5 ROL reserves the right to withdraw, change, cancel or reallocate the booking components, the tour cost and the departure date at its discretion at any time

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before the booking is confirmed.

- 2.6 Any requested variation to a booking outside 30 days prior to arrival must be submitted in writing to ROL to indulge@rumionlouth.com.au . ROL may decide in its discretion whether to accept a request for variation. ROL will charge an administration fee of minimum \$100 AUD per person per variation. The Client must pay any extra cost arising from the variation including any cancellation fees and the administration fee, within 3 days of notification by ROL.

Booking amendments within 30 days prior to arrival are not permitted.

- 2.7 Arrival and departure details must be supplied no later than seven days prior to arrival (or supplied at time of booking inside seven days of travel).

3. Payment Policy

- 3.1 All bookings require full prepayment 30 days prior to arrival.
- 3.2 We accept Visa, Mastercard or American Express or direct deposit. Payments by Visa or Mastercard attract a 1.5% surcharge; payment by American Express attracts a 3% surcharge (surcharges subject to change).
- 3.3 All payments must be made in Australian Dollars (AUD).

4. Cancellations and Refunds

- 4.1 The Client must notify ROL in writing if it wishes to cancel any booking to indulge@rumionlouth.com.au . Cancellations are subject to the Client paying the relevant cancellation fee set out below and will be effective only upon written acknowledgement by ROL.

- 4.2 Cancellation fees will be calculated as follows:

If a cancellation is received 30 days or more before arrival day, ROL will retain 50% of the deposit amount (25% of the full fee).

If a cancellation is received 30 days or less before arrival day, ROL will retain 100% of the entire booking amount.

ROL will only accept requests for changes or cancellations from the client who made the booking.

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Refunds can take up to 14 working days to be processed. Other alterations to booking details may result in a rate change. All outstanding charges are to be paid prior to arrival.

4.3 No refunds can or will be given in connection with:

- (a) Any changes to the booking requested by the Client 30 days before the arrival date;
- (b) The Client's failure to appear for their tour, including any experiences, or if the Client leaves the tour after its commencement; or
- (c) The Client being excluded from the tour, or any component part of the tour, in accordance with these Booking Terms.
- (d) The Client cancelling the tour or part thereof within cancellation terms as per clause of these Booking Terms.

5. Prices

5.1 The prices quoted are based on your period of stay. Prices are subject to change as a result of changes in your arrival and/or your departure dates. Prices quoted are in Australian Dollars (AUD) and are inclusive of 10% goods and services tax (GST).

6. Insurance

6.1 ROL strongly recommends that Clients have comprehensive travel insurance. Insurance should cover, but not be limited to, cancellation fees and loss of deposit or balance payment, damage to and loss of baggage and money, medical and hospitalisation expenses, repatriation or curtailment expenses due to illness, the need to return home because of an unexpected death or illness in the immediate family, evacuation expenses and accidental death or disability.

It is the Client's sole responsibility to obtain the appropriate insurance cover.

ROL is not liable for any loss or costs incurred due to the Client's failure to obtain adequate travel insurance, and the Client understands and accepts ROL's full cancellation fees under these Booking Conditions.

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7. Minimum Stay

7.1 There is a minimum stay of two nights for all bookings.

8. Maximum Occupancy

8.1 There are four suites with a maximum capacity of two guests in each room with one King bed.

8.2 There is one apartment with a maximum capacity of two adults and an option for one child. There is a King bed and a fold out sofa with a Queen bed for a child.

8.3 There is a separate building to accommodate corporate retreats with nine rooms. Eight of the rooms have a King Single bed and one room has a Queen bed.

8.4 The maximum total capacity is 21 guests.

9. Child Policy

9.1 ROL welcomes children of all ages. When confirming to stay at ROL, parents/guardians accept all responsibilities for their child.

9.2 Children 16 years and over are considered an adult.

10. Special Dietary Requirements

10.1 As ROL is a remote destination, it is essential to advise of any special dietary requirements in writing at the time of booking. ROL will make every effort to tailor menus accordingly.

11. Communications

11.1 Broadband satellite WiFi internet is available at ROL. Mobile phone coverage is available at ROL although please bear in mind that some service providers network coverage may be limited and patchy. The landline is the best number to provide to family and friends for emergency contact.

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12. Resort Regulations

- 12.1 Check-in and Check-out: Check-in is available from 2:00pm. Check-out is required by 10:00am. Early or late checkout is subject to availability.
- 12.2 Smoking Policy: All indoor areas, including suites, vehicles, Sealegs, Catamaran and public spaces of Rumi on Louth are strictly non smoking and vaping. Smoking and vaping is permitted in the designated smoking area which is situated 10 metres away from the Samphire restaurant in accordance with South Australian regulations.
- 12.3 Pet Policy: Pets are not permitted on the island
- 12.4 Noise Policy: Quiet hours are in effect from 10pm to 8am every day. During these hours, we ask guests to be mindful of noise levels in public areas, hallways, and rooms to ensure a restful experience for everyone.
- 12.5 Unreasonable Behaviour Policy: ROL reserves the right to deny a guest boarding vessels or accommodation and shall require a guest to leave the premises if unreasonable behaviour is displayed, such as threatening or abusive, causing disturbance to other guests or otherwise unacceptable guest misconduct.

Guests shall comply with all rules, regulations and instructions at Rumi on Louth, including but not limited to security procedures, health and safety procedures and registration requirements.

13. Limitation of Liability

- 13.1 ROL has a current public liability insurance cover of \$20,000,000. Public liability insurance protects the business in the event a customer, supplier or member of the public bringing a claim against the business due to injury or sustaining property damage as a result of negligent business activities,

ROL accepts no liability, either express or implied, for delay in connecting operator tours and activities, additionally for the loss of, damage to, mis-delivery or delay in delivery of luggage.

A safe is available in each room for the storage of valuables as a service to guests; however, ROL will not accept liability for loss or damage to those items.

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Guests shall be liable for any loss, damage or personal injury they may cause at ROL.

14. Property Disclaimer

14.1 ROL is located on Louth Island, being isolated from emergency services and may expose patrons to unpredictable conditions and threats from the environment. ROL is not liable for any damage to belongings or self that is due to exposure to these wild conditions. Any threats from wildlife or vegetation must be considered and all activities are partaken at one's own risk. We are here to provide help and guidance to ensure our guests are as safe as possible at all times, but any exposure to these natural risks is one's own responsibility.

15. Lost Property

15.1 Where items belonging to guests have been found by a member of ROL personnel, and where the owner can be clearly identified, guests will be contacted and any confirmed item returned to them by registered mail. In the event the owner of any found item cannot be identified it will be logged and held in security for a period of three months. If after this period the owner of the lost article has not contacted the property or has otherwise been identified, the article will be disposed of. In the event the lost article may be of tangible benefit, the lost article will be given to a local charity organisation after the three month period has lapsed.

16. Force Majeure

16.1 'Force Majeure Event' means any circumstances beyond the reasonable control of ROL (including, without limitation, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, terrorism, insurrection, piracy, civil disturbance, or requisition, sickness, epidemic or pandemic, quarantine, government intervention, weather conditions, alteration or cancellation of scheduled air services or other untoward occurrences). If ROL is affected by a Force Majeure Event, ROL shall notify the Client as soon as reasonably practicable of the nature and extent thereof.

16.2 ROL shall not be deemed to be in breach of these Booking Conditions or otherwise be liable to the Client or any other person, by reason of delay in performance or non-performance, of any of its obligations in these Booking Conditions to the extent that any such delay or non-performance is due to a Force Majeure Event.

16.3 If the Client or ROL are affected by a Force Majeure Event, ROL will be entitled to, and may in ROL's sole and absolute discretion, vary or cancel the booking, or any

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component part of the tour. Payment of any refund by ROL to the Client as a result of the non-performance of any of ROL's obligations due to a Force Majeure Event will remain at its sole and absolute discretion, although ROL will use its reasonable endeavours to reimburse the Client where possible. However, ROL will be entitled to deduct from any refund, the actual and potential costs to ROL of the Force Majeure Event.

16.4 In relation to a Force Majeure Event involving civil unrest or terrorism, once ROL has investigated the prevailing situation as it deems fit, it will remain in ROL's sole and absolute discretion whether to proceed with the booking. The Client may in such circumstances cancel the booking. However, if after having made all reasonable and proper enquiries, ROL is of the opinion that the booking may proceed, but the Client does not wish to proceed, no refund will be payable to the Client and the provisions of Clause 4 will apply.

17. Weather

17.1 The weather can be unpredictable, at all times we will endeavour to keep to the booked transfer schedule however at times we may need to reschedule due to adverse weather. In the event of rescheduling our friendly team will contact you with as much notice as possible and alternative arrangements will be made.

18. Getting to the Island

18.1 Louth Island is only accessible by one of our amphibious Sealegs vessels. If you suffer from motion sickness or have any worries regarding your travel to the island, we recommend you speak to one of our friendly staff before booking your trip. All passengers of the Sealegs vessels are required to wear a life vest which will be supplied by a ROL staff member when boarding the vessel. Sealegs transfers must be booked at least 7 days before the date of arrival.

18.2 Transfers from the Port Lincoln Airport to Louth Bay are provided by ROL and must be booked at least 7 days before the date of arrival.

19. Disability Access

19.1 Whilst our suites and apartment are only accessible via stairs, our Retreat is wheelchair accessible. Transfers are available upon request via our barge.

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20. Misprint

20.1 We reserve the right to correct any printing and display errors on the website or howsoever advertised through, social media, and other marketing campaigns.

21. Complaints/Dispute Resolution

21.1 Clients who have any cause for complaint must immediately notify ROL, where possible in writing to indulge@rumionlouth.com.au, to give ROL the opportunity to remedy the complaint.

21.2 ROL will not accept any responsibility for complaints received more than 14 days after the occurrence of an event leading to the complaint.

21.3 Both ROL and the Client will use alternative dispute resolution procedures to resolve disputes prior to resorting to legal proceedings.

22. Privacy

22.1 ROL requires certain information about the Client to provide the tour and other services. Without this information, ROL will not be able to accept the Client's booking for a tour.

22.2 ROL may disclose the Client's personal information to its Suppliers for the purpose of arranging and booking the Client's tour. The Client's information may also be disclosed to related companies of ROL, and to agents, contractors and service providers who act on behalf of ROL or who provide goods or services to ROL. ROL may use the Client's information to inform them of additional products and services which may be of interest. The Client may notify ROL's Privacy Officer at any time if they no longer wish to receive this material.

22.3 The Client may request access to any personal information that ROL holds about them (although some requests may be denied in certain circumstances).

22.4 Before providing ROL with details about another individual, the Client must ensure that the individual is aware of:

(a) the proposed disclosure of their information to ROL and the purposes for which the information is collected and used by ROL; and

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(b) the individual's ability to request access to the information ROL holds about then under the Privacy Act.

23. Governing Law

23.1 These Booking Conditions are governed by the laws applicable in the State of South Australia and each party submits to the jurisdiction of the course of the State of South Australia.