



Black Palm Cape Tribulation Terms & Conditions

1. Cancellation Policy, Payments & Deposits

- 1.1. The Total Booking Amount is required in order to secure a booking. Payment constitutes acceptance of these terms & conditions.
- 1.2. No refund of the balance of the booking amount will be issued if you cancel the booking within 14 days of arrival unless we are able to re-let the accommodation. In the case where we are able to re-let the accommodation, we reserve the right to deduct from the refund amount any additional fees or costs incurred by us in the course of re-letting (e.g. booking agent commissions). Any such fees and costs will be itemised and transparent. We strongly recommend you take out holiday cancellation insurance.
- 1.3. If the booking is cancelled by either party due to natural disaster or other legitimate reason outside your/our control (i.e. accommodation damaged or destroyed or access roads closed) then you will be eligible for a full refund. Please be aware that some third party/agent booking fees are outside our control and may not be refundable under any circumstances.

2. Booking Amendments

- 2.1. Every effort will be made by Black Palm to accommodate requests to change a booking however please understand that all changes are subject to availability.
- 2.2. Our rates are seasonal and if any changes made by you or by us to the booking date result in a change to the accommodation rate then the difference will be charged/refunded at the time of the amendment.

3. Privacy Policy

- 3.1. The types of information we collect and hold about you includes (but is not limited to) name, address and other contact details such as e-mail addresses & phone numbers.
- 3.2. The information we collect from you may be used in one of the following ways;
 - To respond to an enquiry
 - To make a booking
 - To improve our customer service and website
 - To send periodic emails in order to update you with regards your booking and (only if you opt in to our newsletter) to send you information about our products and services or discounts and special offers.
- 3.3. Black Palm uses The Booking Button as a business management system to store all personal information. Information in this system is held in a secure manner designed to protect information from internal and external access other than by authorised staff.
- 3.4. We DO NOT trade, sell or otherwise transfer your personal information to outside parties other than those trusted parties who assist us in operating our website & booking system and who agree to keep this information confidential.



3.5. We may release your information if we believe it is appropriate in order to comply with the law, enforce our policies or protect ours or others rights, property or safety.

4. Smoking Policy

- 4.1. As the majority of guests favour a smoke free environment, the purpose of this policy is to establish clear guidelines for smoking guests to ensure we can maintain safe, healthy and smoke free accommodation.
- 4.2. Smoking is NOT permitted inside the accommodation or within 4 meters of the air-conditioning condenser located in the ground floor car park area.
- 4.3. Cigarette butts, ash, tobacco or any used smoking product including soiled ashtrays are NOT permitted inside the accommodation.
- 4.4. Smoking is permitted on the deck area PROVIDED THAT all doors and windows remain closed.
- 4.5. Please do not dispose of cigarette butts in the bin – please leave them in the ashtray/smokers tray provided.
- 4.6. There is a significant room recovery fee for guests who do not comply with our smoking policy in order to cover the extensive cost of restoring guest accommodation to a smoke-free condition.
 - i. A deep cleaning fee of \$250 will be charged to guests who do not respect the smoking policy guidelines
 - ii. Additional costs may be incurred if the accommodation must be taken out of service overnight to ensure proper cleaning.

5. Pet Policy

- 5.1. Pets of any kind are not permitted in the accommodation with the exception of guide dogs.
- 5.2. A deep cleaning fee of \$250 will be charged to guests who do not respect this policy
- 5.3. For pet friendly accommodation in Cape Tribulation we recommend Coconut Beach Beach House.

6. Child Policy

- 6.1. Unfortunately, our accommodation is not suitable for children due to the creek side location & high set aspect. Please enquire about infants (non-crawling) - it's not that we don't like children!

7. Security Bond

- 7.1. Credit card details are required at the time of booking for security purposes. In the event that no credit card is available, a cash bond will be required.
- 7.2. Any extra charges that arise from damage, loss or theft to the property or additional cleaning resulting from non-compliance with our smoking or pet policy will be charged to the credit card or deducted from the bond. We will provide written notification of any such charges.

8. Security & Keys

- 8.1. We ask that guests maintain the security of the accommodation and ensure that the premises are locked and valuables are in a safe location. The key safe is available for your use and a unique 3 digit entry code is given to every booking.
- 8.2. Guests will be held responsible for any incident that occurs during their stay or upon departure as a result of the room being left unsecured. Any damage caused by weather, rain or wildlife as a result of doors or windows not being secured properly will be deducted from the security bond.



8.3. Guests are responsible for the safekeeping of accommodation keys & tags during their stay. Lost keys/tags will incur a replacement fee of \$100.

9. Maintenance

9.1. Every effort is made to keep the accommodation in a good state of repair but if you do notice a maintenance issue please inform us as soon as possible and prior to departure so that we can rectify it. You can call us on 07 4098 0130 or e-mail us at info@blackpalm.com.au

10. Damage to Property

10.1. In consideration of the next guests, please advise us of any breakages or damage to property or contents. Accidents do happen and we do not charge for minor breakages or damage which occur as a result of normal use but we reserve the right to charge reasonable repair or replacement costs for excessive damage or breakages.

10.2. If the accommodation or contents are damaged during occupancy due to reckless, negligent or wilful act of the guest or guest's invitees, any such damage will be repaired or replaced by Black Palm at the cost of the Guest. Where damage does occur, any associated losses, including lost income and the sourcing of alternative accommodation may be charged to the guest in addition to the repair/replacement costs.

11. Theft of Property

11.1. We provide a number of complimentary guest amenities such as toiletries, slippers & an eyemask that are yours to keep however all other items such as robes and towels remain the property of Black Palm. Any such items removed from the property will be charged to your security bond. A list of item costs can be found in the Black Palm Guest Information folder.

12. Cleaning

12.1. Please leave the accommodation in clean & tidy condition upon departure with crockery, cutlery, pots and pans washed.

12.2. If the accommodation is left in an excessively dirty condition then additional cleaning charges of \$50 per hour may be charged.

13. Third Party Products

13.1. Black Palm can sometimes include third party products in special packages. As an agent on behalf of this product or service Black Palm shall not be liable under any circumstances for any failure by those service providers to fulfil such travel arrangements nor for any error, alteration or change of any kind made by those service providers following the acceptance of the booking by them.

13.2. All coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those service providers.

13.3. Some tours may be cancelled by a tour operator due to weather or other circumstances. In these circumstances, a full refund will be given.

13.4. Cancellation policies vary between service providers and it is recommended that you familiarise yourself with these before placing a tour package booking. Usually, cancellations within 48 hours are not eligible for a refund. Where a service provider does issue a refund or partial refund upon cancellation, Black Palm will refund that amount to you.



14. Occupancy

- 14.1. The number of occupants must not exceed the number confirmed in the booking confirmation.