

## TERMS AND CONDITIONS

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# Mondo Sojourn Pty Ltd. *Trading As*

## ADELAIDE'S SHAKESPEARE BACKPACKERS INTERNATIONAL HOSTEL

1. ACCOMMODATION IS GRANTED AT CHECK-IN SUBJECT TO IMPLIED VERBAL, OR WRITTEN ACCEPTANCE BY THE GUEST OF ALL TERMS AND CONDITIONS IN THESE HOUSE RULES, OR ANY TIMELY VERBAL RULING OR WARNING ISSUED BY STAFF.

2. ALL GUESTS MUST COMPLY WITH ANY NOTICE OR WARNING ISSUED VERBALLY OR POSTED IN ANY AREA OF THE HOSTEL. FAILURE TO COMPLY MAY RESULT IN IMMEDIATE REVOCATION OF ANY EXPRESS OR IMPLIED LICENCE TO BE ON THE PREMISES, AND EVICTION MAY THEN TAKE PLACE WITHOUT ANY RIGHT TO REFUND. SERIOUS BREACHES WILL BE DEALT WITH BY POLICE.

3. THESE TERMS ARE TO BE USED IN CONJUNCTION WITH AND NOT IN PLACE OF ANY RELEVANT LAWS RELATING TO FAIR TRADING.

4. GUEST'S & RIGHT OF ENTRY – MANAGEMENT HAS FULL DISCRETION TO DECIDE WHO TO ACCOMMODATE. MANAGEMENT RESERVES RIGHT TO REFUSE ENTRY. OUR PREFERRED CLIENTELE IS INTERNATIONAL TRAVELLERS HOLDING A CURRENT PASSPORT, AND INTER-NATIONAL STUDENTS STUDYING IN SOUTH AUSTRALIA. PRESENTATION OF A VALID PASSPORT IS PRE-REQUISITE TO GAIN ACCOMMODATION. MANAGEMENT AND STAFF MAY DECIDE FROM TIME-TO-TIME TO ACCOMMODATE OTHER PERSONS ON THE BASIS OF LESSER IDENTIFICATION. HOWEVER SUCH ACCOMMODATION IS ONLY GRANTED IN EXCEPTIONAL CIRCUMSTANCES AS JUDGED ON A CASE-BY-CASE BASIS. MANAGEMENT RESERVES FULL DISCRETION TO VETO ANY DECISION OF ANY STAFF MEMBER AND RESCIND AN OFFER FOR ACCOMMODATION UPON ANY REVIEW OF ANY ASPECT OF GUEST'S STAY.

5. PAYMENT – ACCOMMODATION MUST BE PAID STRICTLY IN ADVANCE. DO NOT ASK FOR CREDIT AS IT WILL BE REFUSED. THIS MAY LEAD TO EMBARRASSMENT. ACCOMMODATION CAN ONLY BE GUARANTEED FOR THE NUMBER OF DAYS ALREADY PAID IN ADVANCE. DURING PEAK SEASON AND OTHER BUSY TIMES IT IS ESSENTIAL THAT YOU PLAN FOR AND PAY FOR YOUR BOOKING WELL IN ADVANCE. CONFIRMATION OF A RESERVATION IS NOT BINDING UNLESS IN WRITING (EG BY EMAIL). FULLY PAID GUESTS AND NEW BOOKINGS WILL GET PREFERENCE OVER AN EXISTING GUEST WHO HAS NOT PAID IN ADVANCE.

6. COST – COST OF ACCOMMODATION MAY VARY. STANDARD RATES POSTED ON THE WEB-SITE APPLY. HOWEVER STAFF AND MANAGEMENT MAY VARY PRICES AT ANY TIME WITHOUT NOTICE OR IN CONSEQUENCE OF SPECIAL AGREEMENTS / DEALS STRUCK WITH ANY PERSON. BOOKINGS WITH LARGE GROUPS, SPORTING GROUPS, CLUBS AND ASSOCIATIONS, NON-INTERNATIONAL TRAVELLERS, NON-PASSPORT HOLDERS, INTERSTATE TRAVELLERS OR ANY OTHER INDIVIDUAL MAY ATTRACT A SURCHARGE FEE. THE ACCOMMODATION RATE MAY VARY FROM THE ADVERTISED STANDARD AND WILL BE BINDING FROM THE TIME OF MAKING A BOOKING WITH STAFF OR MANAGEMENT AT THE TIME OF BOOKING. SORRY, NO BACKDATING!

7. DISCOUNTS – MAY BE OFFERED BY STAFF OR MANAGEMENT FOR ANY REASON DEEMED FIT AT THAT TIME OF BOOKING. DISCOUNTS ARE STRICTLY CONFIDENTIAL AND CAN ONLY BE RE-NEGOTIATED WITH MANAGEMENT DIRECTLY OR WITH THE SAME STAFF MEMBER WHO ORIGINALLY MADE THE BOOKING. GUESTS MUST NOT DISCLOSE THEIR DISCOUNT TO ANY OTHER GUEST. ANY PERSON WHO BREACHES CONFIDENTIALITY SHALL FORFEIT THEIR DISCOUNT AND ALL BREACHING PARTIES SHALL REVERT TO PAYING THE STANDARD RATE.

8. REFUNDS – INDIVIDUALS - SORRY WE DO NOT GIVE REFUNDS ON FULLY PAID ACCOMMODATION NOR DO WE GIVE REFUNDS FOR DEPOSITS PAID TO US FOR ACCOMODATION FOR INDIVIDUAL OR GROUP BOOKINGS. CREDIT VOUCHERS MAY BE AVAILABLE TO SINGLE PERSON BOOKINGS IN CIRCUMSTANCES OF EXTREME AND DEMONSTRABLE HARDSHIP. THINK CAREFULLY BEFORE PAYING FOR ACCOMMODATION AS ONCE YOU HAVE PAID FOR IT OR PAID A DEPOSIT WE WILL NOT REFUND ANY UNUSED PORTION OR AMOUNTS PAID. MANAGEMENT MAY AT THEIR DESCRETION APPLY A CANCELLATION FEE OF 50% FOR ANY SINGLE INDIVIDUAL PERSON PRE-PAID BOOKING CANCELLED MORE THAN 30 DAYS IN ADVANCE. REQUEST MUST BE RECEIVED IN WRITING 30 DAYS PRIOR TO ARRIVAL. NO REFUND FOR INDIVIDUALS ARE CONSIDERED FOR CANCELLATIONS MADE LESS THAN 30 DAYS FROM THE CHECK - IN DATE

8a. REFUNDS - GROUPS - WE WILL NOT REFUND A DEPOSIT OR BALANCE PAID FOR GROUP BOOKINGS OF 2 OR MORE PEOPLE. GROUPS WILL NOT RECEIVE A REFUND ONCE A DEPOSIT HAS BEEN PAID REGARDLESS OF HOW FAR IN ADVANCE CANCELLATION OCCURS. ANY PARTLY PAID DEPOSIT OR FULL PAYMENT OR FINAL PAYMENTS ARE NOT REFUNDABLE UNDER ANY CIRCUMSTANCES. MANAGEMENT ADVISES ALL POTENTIAL GROUP BOOKINGS TO ENSURE THAT THEY HAVE DONE THE NECESSARY DUE DILIGENCE PRIOR TO MAKING A BOOKING.

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9. DEPOSITS – GROUPS OF 2 OR MORE PEOPLE WILL BE REQUIRED TO PAY A MINIMUM 50% DEPOSIT 60 DAYS BEFORE CHECK-IN AND THE BALANCE MUST BE PAID A MINIMUM 30 DAYS PRIOR TO CHECK-IN. LARGE GROUPS, THE SIZE OF WHICH IS DETERMINED AT THE DISCRETION OF HOSTEL MANAGEMENT, WILL PAY 60% DEPOSIT 60 DAYS PRIOR TO CHECK-IN OR AT THE TIME OF MAKING A RESERVATION AND THE FULL AMOUNT A MINIMUM 30 DAYS PRIOR TO CHECK-IN OR AT A MUTUALLY AGREED TIME WITH HOSTEL MANAGEMENT. ANY PARTLY PAID DEPOSIT OR FULL PAYMENT OR FINAL PAYMENTS ARE NOT REFUNDABLE UNDER ANY CIRCUMSTANCES.

9a. DEPOSITS PAID FOR TOUR BOOKINGS ARE ONLY REFUNDABLE IN THE EVENT A TOUR OPERATOR CANCELS THAT PARTICULAR TOUR AND CANNOT FIND A SUITABLE ALTERNATIVE FOR YOU..

9b. DEPOSITS AND REFUNDS - VARIATIONS MAY BE ENTERED INTO FROM TIME TO TIME BUT THEY MUST BE MUTUALLY AGREED TO BY MANAGEMENT OF THE HOSTEL AND THE PROSPECTIVE CLIENTS. OTHERWISE THE STANDARD TERMS AND CONDITIONS APPLY. IF IN DOUBT REFER TO CLAUSES - 8, 8a, 9, 9a.

10. NO SMOKING IS PERMITTED IN DORMS OR ANY COMMON AREAS. SMOKERS MUST NOT BLOCK ANY EXIT / ENTRANCE NOR PERMIT THEIR SMOKE TO DRIFT INTO THE BUILDING – NO FLAMMABLE LIQUIDS OR EXPLOSIVE MATERIALS PERMITTED ANYWHERE IN THIS BUILDING. THIS INCLUDES CAMP STOVE GAS REFILLS AND CIGARETTE LIGHTER FLUID. THIS BUILDING IS FITTED WITH SENSITIVE SMOKE DETECTORS IN ALL ROOMS, COMMON AREAS AND BATHROOMS.

11. BURNING OF CIGARETTES / CANDLES / INCENSE IS NOT PERMITTED. COOKING IS NOT PERMITTED IN ANY AREA OTHER THAN COMMON KITCHEN. KITCHEN AVAILABLE FOR COOKING BETWEEN 6.00 AM AND 10.30 PM ONLY.

12. DRUGS – ILLEGAL DRUGS ARE BANNED. POSSESSION OR USAGE OF DRUGS CAN LEAD TO POLICE REPORTING AND PROSECUTION.

13. ALCOHOL – IS NOT PERMITTED UNLESS PERMISSION FIRST SOUGHT FROM STAFF. GUESTS MUST ACT IN A RESPONSIBLE AND CONSIDERATE MANNER AT ALL TIMES. DRUNKEN BEHAVIOUR WILL RESULT IN IMMEDIATE EVICTION AND POLICE WILL BE CALLED.

14. HEATING & COOLING - ELECTRIC BAR HEATERS, RADIATORS AND FAN HEATERS ARE NOT PERMITTED. WHEREVER POSSIBLE, THE HOSTEL MAY PROVIDE CLIMATE CONTROL VIA REVERSE CYCLE AIR-CONDITIONING. MANAGEMENT LEGALLY RESERVES THE RIGHT NOT TO PROVIDE COOLING AND HEATING.

15. LOSS – MANAGEMENT TAKES NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS SUFFERED BY ANY GUEST / VISITOR / INVITEE / LICENCEE. LOCKERS ARE PROVIDED, USE OF LOCKERS IS AT YOUR OWN RISK AS THEY ARE NOT COMPLETELY SECURE FROM VANDALISM OR TAMPERING. WE URGE YOU NOT TO LEAVE VALUABLES IN LOCKERS. THE HOSTEL WILL NOT BE RESPONSIBLE FOR ANY THEFT FROM ANY LOCKERS. KEEP MONEY AND OTHER VALUABLES ON YOUR PERSON AT ALL TIMES.

16. DAMAGE – IN THE EVENT ANY INVITEE OR LICENCEE ON THE PREMISES (ANY GUEST OR THEIR VISITOR(S)) CAUSE DAMAGE TO ANY AREA, FIXTURE, FITTING OR FURNITURE IN THE HOSTEL THE COST OF REPAIR OR REPLACEMENT WILL BE MET BY THAT PERSON.

17. NO ANIMALS OR PETS – WHATSOEVER ARE ALLOWED ANYWHERE WITHIN THE HOSTEL.

18. PAYING GUESTS ARE PERMITTED IN DORMS. NON-PAYING VISITORS OF GUESTS ARE NOT PERMITTED IN DORMS. NON-PAYING VISITORS MUST SEEK PERMISSION FROM STAFF / MANAGEMENT TO ENTER ANY DORM OR COMMON AREA. VISITORS OF GUESTS MAY BE EJECTED FROM THE HOSTEL, OR ALTERNATIVELY MAY BE REQUIRED TO PAY FOR A NIGHT'S ACCOMMODATION.

19. CLEANING – ALL ROOMS AND DORMS ARE VACUUMED DAILY FROM 9.00AM. RUBBISH FROM FLOORS AND BINS IS REMOVED DAILY. GUESTS MUST REMOVE THEIR RUBBISH BEFORE DEPARTURE AND PLACE IT IN RUBBISH BINS. FAILURE TO DO SO WILL RESULT IN LOSS OF \$10.00 DEPOSIT PAID AT CHECK-OUT.

20. SLEEPING BAGS – ARE ABSOLUTELY NOT PERMITTED FOR HEALTH & HYGIENE REASONS. DO NOT USE YOUR OWN BLANKETS SHEETS OR LINENS. ONLY HOSTEL-PROVIDED BEDDING IS ACCEPTABLE. IF FOUND / YOUR LINENS WILL BE REMOVED. GUEST MAY BE EJECTED.

21. CHECK-OUT BY 9.30 AM SHARP TO AVOID LOSS OF KEY AND LINEN DEPOSIT OF \$10.00. IF YOU ARE STAYING AN EXTRA NIGHT YOU MUST PAY BEFORE 10.30 PM THE NIGHT BEFORE. CHECKOUTS AFTER 11.00 AM MUST PAY FOR THAT NIGHT REGARDLESS IF YOU STAY OR NOT!! RETURN ALL LINEN TOWELS AND DOONAS TO RECEPTION BY CHECK-OUT TIME – FAILURE INCURS LOSS OF \$10.00 DEPOSIT.

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22. EARLY CHECK-OUT - BEFORE 6.00 AM MUST BE PRE-ARRANGED WITH STAFF BEFORE 9.30 PM THE NIGHT BEFORE.
23. CHECK-IN – UNLESS BED IS AVAILABLE EARLIER, CHECK-IN GENERALLY BY 9:30 AM. RARELY, AVAILABILITY MAY NOT BE UNTIL 11.00 AM
24. RECEPTION HOURS – 6.30 AM TO 11.00 PM. NO MONETARY TRANSACTIONS CONDUCTED OUTSIDE THESE HOURS; SO MAKE SURE ACCOMMODATION IS PAID UP IN ADVANCE OR YOU MAY FIND YOURSELF WITHOUT A BED FOR THE NIGHT.
25. KITCHEN – GUESTS ARE REQUIRED TO WASH – WIPE AND PUT AWAY ALL DISHES IMMEDIATELY AFTER USE. DO NOT LEAVE THEM ON DRIP TRAYS. NO COOKING BETWEEN 10.00 PM AND 6.00 AM. TEA AND COFFEE ONLY AFTER THIS TIME. FOOD CONSUMPTION OR STORAGE IS NOT PERMITTED IN ANY DORMITORY.
26. DRESS CODE – NOT ALL GUESTS APPRECIATE BLATANT NAKEDNESS. GUESTS ARE NOT PERMITTED TO WALK AROUND THE HOSTEL IN ANY STATE OF UNDRESS. BE MINDFUL OF OTHER CULTURES.
27. STUDENTS – MAY BE GIVEN A SPECIAL WEEKLY RATE WHICH IS PAID WEEKLY IN ADVANCE. GENERALLY THIS IS A LOT LESS THAN THE STANDARD WEEKLY RATE THEREFORE NO REFUNDS IF YOU DECIDE TO CHECKOUT EARLY. THERE IS NO REFUND ON FULLY PAID ACCOMMODATION.
28. ANTI-SOCIAL BEHAVIOUR – IS UNACCEPTABLE. THIS INCLUDES THREATENING OR DEMEANING ANY PERSON INCLUDING GUEST, VISITOR OR ANY STAFF MEMBER. ANTI-SOCIAL BEHAVIOUR IN THIS INSTANCE IS DEFINED AS ANY OVERT OR COVERT ACTS OF AGGRESSIVE OR PASSIVE AGGRESSIVE BEHAVIOUR THAT APPEARS TO MANIFEST A THREAT AGAINST ANY PERSON, OR DAMAGE TO ANY PROPERTY BELONGING TO THE HOSTEL, OR ANY VISITOR OR ANY GUEST. "DAMAGE" INCLUDES GRAFFITI, THEFT OF ANY PROPERTY. "THREAT" INCLUDES ANY PHYSICAL OR SEXUAL HARASSMENT. LOUD AND ROWDY NOISE CAN GIVE RISE TO POLICE INTERVENTION AND EVICTION FROM THE HOSTEL. WRITTEN WARNINGS OF SUCH ANTI-SOCIAL BEHAVIOUR ARE NOT A MANDATORY REQUISITE FOR EVICTION.
- 29 (a) OTHER FEES AND CHARGES – AUTOMATIC LOSS OF KEY DEPOSIT FOR FAILURE TO COMPLY WITH ANY RULE . MANAGEMENT WILL CHARGE ANY AMOUNT DEEMED NECESSARY TO COVER ITS DAMAGES / COSTS OF CLEANING OR REPAIRING ANY COMMON AREA OR DORM ROOM LEFT IN A UNTIDY OR DIRTY STATE. INDIVIDUALS AND GROUP BOOKINGS WILL INCUR MINIMUM \$250.00 CLEANING FEE FOR VOMIT, URINE AND OR FAECES IN EACH INSTANCE. REPAIRS WILL BE CHARGED @ \$120.00 CALL-OUT FEE PLUS \$55.00 PER 15 MINUTES REQUIRED TO CARRY OUT REPAIRS OR CLEANING. GENERALLY GROUP BOOKINGS' DESIGNATED GROUP LEADER, IS RESPONSIBLE FOR PAYMENT OF DAMAGES.
- (b) FIRE EQUIPMENT -FIRE SYSTEM – EXTINGUISHERS, DETECTORS ETC - IT IS A CRIMINAL OFFENCE TO USE FIRE EQUIPMENT FOR ANY PURPOSE OTHER THAN IN AN EMERGENCY. ANY PERSONS SUSPECTED OF OR CAUGHT TAMPERING WITH OR USING FIRE EQUIPMENT WITHOUT DUE CAUSE WILL BE PROSECUTED. ADDITIONAL CIVIL CHARGES MAY BE LEVIED FOR THE COST OF REPAIRS. MINIMUM COST OF FIRE EXTINGUISHER REFILL IS \$500.00 PER UNIT. RECKLESS CONDUCT CAUSING FALSE ALARM AND FIRE DEPARTMENT CALL-OUT SHALL INCUR A \$1,000.00 FEE. INTENTIONAL DAMAGE TO FIRE EQUIPMENT, OR INTENTIONAL DISCHARGING OF EXTINGUISHERS, OR UNAUTHORIZED TAMPERING WITH ANY PART OF THE FIRE SYSTEM OR RELATED EQUIPMENT WILL ATTRACT A MINIMUM CHARGE/FEE OF \$1000.00.
30. BATH TOWELS - ARE AVAILABLE FOR HIRE @ \$3.00 & \$1 FOR ANY CLEANING/CHANGEVER. LOSS OF TOWEL INCURS \$10.00 FEE. OTHER HIRED ITEMS DAMAGED LOST OR STOLEN ATTRACT LARGER CHARGE.
31. VOUCHERS – VOUCHERS PRESENTED TO THE HOSTEL MUST BE FORFEITED UPON CHECK-IN. ONLY ORIGINAL VOUCHER DOCUMENTS (NOT COPIES) ARE ACCEPTABLE. VOUCHERS FOR GRATUITIES (FREEBIES) INCLUDING INTERNET, BAR, OR LAUNDRY ARE SUBJECT TO A 'REASONABLE USE' POLICY. THE MANAGEMENT HAS THE ABSOLUTE AND EXCLUSIVE RIGHT TO DETERMINE WHAT CONSTITUTES 'REASONABLE USE' AND MANAGEMENT MAY OVER-RULE STAFF OR GUEST ACTIONS WHICH ARE NOT CONSISTENT WITH REASONABLE USE, OR WITH THESE RULES.
32. LATE CHECK-IN - CHECKINS AFTER 11.00 PM AND BEFORE 7.00AM MAY INCUR A FEE. THE FEE IS BASED ON THE NUMBER OF GUESTS ARRIVING, SIZE OF THE GROUP AND THE TIME OF ARRIVAL. THE LATE CHECK IN FEE IS NEGOTIABLE AND CAN BE NEGOTIATED WITH MANAGEMENT AT THE TIME OF BOOKING. AS A GUIDE, A FEE OF UP TO \$30.00 PER HOUR AFTER 11.00 PM FOR INDIVIDUAL BOOKINGS AND MORE FOR GROUP BOOKINGS.
33. WIFI INTERNET SERVICE - THE HOSTEL MAY OFFER PAID OR UNPAID WIFI ACCESS SERVICES BASED ON A SINGLE DEVICE CONNECTION. STRICTLY NO GUARANTEE AS TO CONNECTION SPEED, BANDWIDTH, CONTINUITY OR STABILITY IS GIVEN BY THE HOSTEL. ONLY IF THE SERVICE IS NOT ADEQUATE FOR EMAIL OR BROWSING ON BASIC WEBSITES SHALL THERE BE AN ENTITLEMENT TO REFUND. THE SERVICE MAY REDUCE/ALTER SPEED, OR CEASE TO FUNCTION ALTOGETHER WITHOUT NOTICE. THE SERVICE SHALL NOT BE RELIED UPON AS AN EMERGENCY SIGNAL CARRIER.