

# 2021 | 2022 Deposits and Cancellation Policy

## Effective from 1 July 2021 to 30 June 2022



### PAYMENT PLAN TERMS AND CONDITIONS

Payment Plans give you great holiday flexibility by allowing you to book now and pay instalments prior to your visit.

There are important terms and conditions that you need to be aware of before you book a holiday at a Port Stephens Beachside Holiday Park using a Payment Plan. When you sign up to our payment plan, you are agreeing to our terms and conditions.

#### Who is eligible to take advantage of our Payment Plan?

Payment Plan users must:

- Be at least eighteen (18) years of age; and
- Be an Australian Citizen or Permanent Resident; and
- Have and maintain a valid credit card from an approved provider (Visa or Mastercard only).

#### What bookings do Payment Plans apply to?

Payment Plans only apply to selected offers from Beachside Holiday Parks which can be varied at any time before a payment plan is commenced. Payment Plan's will be available (unless otherwise stated) to any bookings that are:

- Booked online via our website; and
- Are valued at \$200 or more; and
- Bookings are made at least 60 days in advance of arrival; and
- Paying by accepted credit cards; and
- 2 or more payments will be made, in addition to your deposit, under the Payment Plan option before the first day of the Holiday; and

Payment Plans may be refused by Beachside Holiday Parks for any reason, including but not limited to:

- suspected fraudulent behaviour;
- guest(s) in the party who have previously contravened our park rules/code of conduct; or
- any other reason at the discretion of Beachside Holiday Parks

#### Making payments in the Payment Plan

Payment frequency is selected from the options provided by Beachside Holiday Parks. These options may include weekly, fortnight or monthly time flows. The payment frequency may be subject to the commencement date of your Holiday and the date you start your Payment Plan.

Please note: Once you have selected a payment frequency, the payment dates are fixed/automated and unable to be altered.

Payments must be made ONLY via a credit card (Visa or Mastercard).

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### FIRST PAYMENT

The first payment of your Payment Plan will depend on the payment frequency you selected.

Refer to the below table for further information:

PAYMENT FREQUENCY	FIRST PAYMENT
Weekly	First payment will occur on the Start Date then weekly on the same day after that (Direct Debit Date)
Fortnightly	First payment will occur on the Start Date then fortnightly on the same day after that (Direct Debit Date)
Monthly	First payment will occur on the Start Date then monthly on the same day after that (Direct Debit Date)

### FINAL PAYMENT

Full payment is due at **least 30 days** before the date of the holiday (unless otherwise specified). The final payment date and amount of your Payment Plan will be specified during the finalisation of the booking process.

### MISSED PAYMENT

If you miss a payment or have an outstanding payment for any reason under the Payment Plan, this must be paid at least 30 days before the date of the holiday.

### PAYMENT INSTALLMENT AMOUNT

Each repayment/installment due amount, will be specified during the finalisation of the booking process.

All payments due to us will be collected by us in accordance within these terms and conditions. Where Port Stephens Beachside Holiday Parks does not collect the full amount owed under the payment plan, but allows you (at its discretion), does not constitute a waiver of any debt payable by you to Port Stephens Beachside Holiday Parks.

All payments are in Australian dollars. Where currency conversion fees apply, this is your complete responsibility.

### WHAT HAPPENS IF YOU DON'T PAY

You should contact us if you have missed or know if you are going to miss a payment.

If you do not make or miss a payment under your payment plan and your plan remains in arrears (for any amount) for 2 or more instalments:

- your Holiday booking may be cancelled; and
- you may forfeit all repayments made under the Payment Plan; and
- you may not be entitled to a refund, subject to any statutory rights.
- If you are in arrears on the day, which is 30 days before the date of the holiday; then your Holiday booking may be cancelled; and
- you may forfeit all repayments made under the Payment Plan; and
- you may not be entitled to a refund, subject to any statutory rights.

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The above mentioned penalties are applied at the discretion of our Park Managers and in review of the booking Terms and Conditions.

### Cancelling my Payment Plan and/or holiday

You are able to cancel your Payment Plan. You will need to provide us with notice in writing. We may need to verify your identify before cancelling the Payment Plan.

The Payment Plan can be cancelled providing the final Direct Debit Date is at least 7 days from the date you notify us in writing. We can't guarantee that we will be able to cancel the payment plan before your next installment is debited/charged.

### General conditions of your Payment Plan

When you commence a Payment Plan with Port Stephens Beachside Holiday Parks, you agree to the following:

- Your information provided to us must be accurate and complete. This includes providing us with your full legal name and correct billing information. We require your current address, telephone number, email address and in some cases, date of birth or other proof of identification. Any information we hold will be stored in accordance with our [Privacy Policy](#), however, some data may be stored with our service providers.
- Port Stephens Beachside Holiday Parks will make reasonable efforts to ensure that the billing is correct, however, we will not be held liable for any loss, inconvenience or harm caused to you as a direct or indirect result of any act or omission by Port Stephens Beachside Holiday Parks or third parties.
- If any of your details change or are become invalid (including your payment details such as your credit card), you must notify us as soon as possible. To avoid cancellation of the Payment Plan and/or booking, you will need to supply new details as soon as possible.
- Each payment date (or slightly before or after), we will debit you nominate payment method for the due amount.
- You will be liable for the total price of the Holiday as at the time of booking (i.e. the day of purchase). Any discounts, promotions or other changes to the tariffs advertised by Port Stephens Beachside Holiday Parks will not apply to the cost of your Holiday retrospectively.
- You are allowed to make additional payments in installments during the Payment Plan Period, however, this will not necessarily change the payment plan debits unless the entire amount is paid.
- Port Stephens Beachside Holiday Parks may cancel your Payment Plan arrangement should any two or more of your debit payments be returned or dishonoured. Port Stephens Beachside Holiday Parks are not liable for any fees associated with returned or dishonoured payments.
- Your credit card statement will show the name of the Holiday Park where you have booked your Holiday.
- For the avoidance of doubt any returned or dishonoured payment will be required to be paid before the Holiday. You should ensure that missed payments are rectified as soon as possible to avoid possible cancellation of your Holiday.
- Where the debit falls due on any day which is not a business day, the payment will be made on the next business or calendar day. If you are unsure when the debit will be processed to your credit card, you should ask your financial institution.
- You must ensure that there are sufficient funds available on your credit card so that the debit is successful.
- If your credit card payment is declined is unsuccessful, we will use reasonable endeavours to notify you that an amount is overdue. If the amount outstanding is not immediately paid, Port Stephens Beachside Holiday Parks will reattempt the debit of your credit card again after 3 business days.

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- Any queries concerning disputed debit payments must be directed to us in the first instance by contacting the park in which your holiday relates to. Where we cannot resolve a query or dispute between us, your query or dispute may be referred to our bank (or other third party supplier) who may ask you to provide information in connection with your query or dispute.
- Except to the extent that disclosure is necessary in order to process credit card payments, investigate and resolve disputed transactions or is otherwise required by law, we will keep details of your credit card payments confidential.

### Your Statutory Rights

Port Stephens Beachside Holiday Parks takes reasonable steps to ensure that these terms and conditions do not infringe on your rights as a consumer under the Australian Consumer Law. Notwithstanding, these Terms and Conditions do not affect your statutory rights under Australian Consumer Law (ACL).

### Termination

The Agreement may be terminated by Port Stephens Beachside Holiday Parks at any time by notice in writing to you, if the Payment Plan has not been paid when due or you breach these Terms and Conditions.

### Contact details and notices | Changes to our terms and conditions

Port Stephens Beachside Holiday Parks will give you notice in accordance with these Terms and Condition or any other part of the Agreement. We will usually notify you in writing, however, from time to time may reasonably notify you in other mediums.

During the period of the Payment Plan to the end of the Holiday, you will need to:

- maintain up-to-date contact details, including, mobile phone number, email address and postal address;
- contact us if you do not receive your invoice or any other notices, or suspect our records are incorrect; and
- maintain the security of your phone and email to ensure your personal details are secure

### Privacy

Port Stephens Beachside Holiday Parks is the trading name ABN 167 443 778 76 is the legal name of the contracting entity.

Port Stephens Beachside Holiday Parks stores and uses your data in accordance with applicable law and per our [Privacy Policy](#).

By commencing a Payment Plan with Us, you agree that you read, understand and agree to the terms of our [Privacy Policy](#).

### Governing Law

The Agreement (Payment Plan) is governed by the law of New South Wales.

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Comments, queries and disputes

Where you have a comment, query or dispute in relation to this Agreement, you will first contact Port Stephens Beachside Holiday Parks. Contact details for the Park which your

Payment Plan relates to can be found at:

[www.beachsideholidayparks.com.au](http://www.beachsideholidayparks.com.au)

If you are unable to find the contact details, email or call us requesting the Park contact details:

[admin@beachsideholiday.com.au](mailto:admin@beachsideholiday.com.au)

Phone: 02 4988 0990