

LUXURY DOMES TERMS & CONDITIONS AND GUEST BOOKING CONFIRMATION FORM

This form is to confirm your details after we have received your booking request. All booking requests are subject to availability and are not final until this form is approved by Russo Estate luxury dome management.

Terms and conditions

Acceptance & responsibility

Payment of the booking constitutes acceptance of all terms and conditions.

Russo Estate and the owners (Joe & Rita Russo) accept no responsibility from all claims or causes of action you or any guests may have (including negligence) arising from any injury, loss or damage of any kind suffered by the guests, including personal injury, illness or death and/or loss or damage to any property (this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of your stay at the property.

Bookings

All bookings made are subject to these terms and conditions and the person making the booking is deemed to have accepted these terms and conditions both on their own behalf and on behalf of the individuals staying at Russo Estate's premises.

Payment information

The full amount must be paid to us at the time of making your booking.

Cancellation policy

Bookings are 100% refundable if cancelled and 14 days' notice has been given before your arrival (please note that cancellations over the Christmas/New Year period must be made at least 30 days' in advance of your scheduled date of arrival).

Subject to the below with respect to COVID-19, no refund will be given if cancellation occurs less than 14 days' prior to your date of arrival (or less than 30 days' prior to your scheduled date of arrival with respect to bookings over the Christmas/New Year period).

No refund can be given in the event of non-arrival, any unused services, or unused nights due to flight / weather disruption.

All cancellations must be received via email from the email address linked to the reservation.

Cancellations and postponements due to COVID-19

Any delay or failure on the part of the Russo Estate to perform its obligations under this agreement wholly or in part will be excused if and to the extent that it is caused by an event that is not within the reasonable control of Russo Estate (including because of the COVID-19 pandemic or any governmental restrictions or regulations relating thereto).

You expressly acknowledge and agree that Russo Estate will not be liable for any event outside of its reasonable control (including the COVID-19 pandemic or any government restrictions or regulations relating thereto), including where such event results in you not being able to proceed or being permitted to proceed with your booking.

Under such circumstances, Russo Estate will work with you to offer an alternative booking date for the event, transfer the deposit and any other amounts that you have paid to the new booking date.

Security bond & damages

A credit card authorisation of \$150.00 must be provided to Russo Estate upon confirmation of your booking. Please note in most cases, the funds from a pre-authorisation will be released within 1-14 days, this depends on your banks policies and timeframe. Any damage or loss by guests will be charged against the credit card. Examples include but are not limited to any breakage, damage, or excess cleaning requirements. Where the damage exceeds the authorised \$150 amount, you must immediately pay us the remainder.

Guest's domes will be examined after their stay. Any damages to the dome or objects inside the dome (including wall padding, flooring, marks, holes etc) will be at the fault of the recipients and will be charged to your credit card immediately. Guests must notify staff of any pre-existing damage to their dome or objects inside the dome (including wall padding, flooring, marks, holes etc) at the commencement of their stay, otherwise guests will be held responsible, and their credit card will be charged accordingly.

Furniture

No furniture is to be moved in the domes.

Pets

Due to the surrounding farmland, unfortunately, Russo Estate is not pet friendly.

Food & drink

Outside food and alcohol are not permitted to be brought into Russo Estate. Russo Estate has an al a carte restaurant which is open Wednesday – Sunday from 11:30am – late.

Bookings are required prior to your stay to ensure availability.

Adults only

Russo Estate accommodation is an adult only site and unfortunately do not have facilities suitable for children or infants. Guests must be at least eighteen (18) years of age to make a booking and stay at Russo Estate. Strictly maximum 2 adults permitted per dome. No extra guests. No extra bedding is permitted.

Bridal parties, wedding and event guests

For the comfort and respect for all of our guests at Russo Estate, socializing, noise and foot traffic around the luxury dome area is to be kept to a minimum. There is a picnic table area at our restaurant that guests are welcome to stay and socialize at until late, to prevent any extra noise or people in and around our luxury domes. This is in conjunction with our rule of no more than 2 guests inside a luxury dome at any one time.

Shoes

Strictly no shoes are to be worn inside the domes. There is provided shoe storage in each dome located at the front door and slippers that can be worn inside.

Reception

Open Wednesday to Sunday 10:00 am – 5:00 pm.

Contactless check-in

Contactless check in is from 1:00pm – 5:00pm (please contact us for arrivals after 5pm).

You will be sent an email with the code for your luxury dome lockbox.

Contactless check-out

Contactless check out is by 10:00 am – you are required to leave the key in the lockbox.

Late checkout may be available, but fees and charges will apply. Please enquire about late check out as soon as possible before your check out time.

All rubbish is to be put in the bins provided prior to departure.

Weather conditions

All bookings are subject to suitable weather conditions. In the unlikely event of extremely adverse weather conditions, you will be contacted and rescheduled by Russo Estate.

Gift vouchers

Gift vouchers are valid for 1 year and are not refundable or exchangeable for cash.

Gift vouchers cannot be extended past the expiry date and the recipient must book and stay before the expiry date. Any unused amounts will be forfeited.

Gift vouchers are subject to availability and cannot be used in conjunction with any other promotions or special offers.

Gift vouchers used on long weekends and public holidays may incur an additional \$50 surcharge.

Russo Estate recommends booking in advance to avoid disappointment.

No credit or change will be given on the unused portion of the voucher. Gift vouchers are for one use only.

All bookings are strictly subject to availability at the time of booking. When making your booking, please quote your voucher number. Acceptance of the gift voucher entered on a reservation as payment is subject to final verification by Russo Estate upon receipt of the booking.

Should the total spend be more than the value of the voucher, you must pay the difference in accordance with our terms and conditions.

The original voucher must be presented upon arrival for your booking. If the voucher cannot be produced on arrival, then payment must be made for the booking. In this instance, the voucher can be used at a future date (before the expiry date).

Vouchers are not replaceable if lost, stolen or destroyed.

Campfires

Campfires are not permitted under any circumstance.

Smoking

Smoking is strictly not permitted inside, around or nearby the domes. There is a designated smoking area provided (refer to site map). If there is evidence of smoking inside or around the domes a \$1,000 fee will be charged immediately to your provided credit card.

Mini-bar

A fully stocked mini bar fridge is in each dome with a menu and pricing for each item.

All items consumed from the minibar will be charged to your credit card on checkout.

Internet

There is no wi-fi available at Russo Estate.

Vehicles & parking

Free parking is available onsite (no reservation needed).

While all efforts are made to keep the roads suitable for all weather driving, no responsibility is taken for loss or damage to vehicles including but not limited to rocks or debris on the road, uneven surfaces, wildlife or washed road surfaces.

Personal items

Russo Estate takes no responsibility for any personal items lost or damaged during your stay with us. Please ensure you retrieve all your items before leaving the premises.

Additional guests

Unfortunately, additional guests are not welcome for visitation. Only 2 people maximum are permitted in each luxury dome. Breach of this will result in immediate termination, eviction and forfeit of all moneys paid.

Private information

General

Russo Estate is committed to privacy protection, we understand the importance of keeping personal information private and secure. This privacy statement describes generally how we manage personal information and safeguard privacy. If you would like more information, please don't hesitate to contact us. Please note that we will never rent, trade or sell your

email address to anyone; nor will we ever publicly display your email address or other personal details that identify you.

What information we collect from you

Personal information held by Russo Estate may include your:

- name and date of birth;
- residential and business postal addresses, telephone/mobile/fax numbers and email addresses;
- bank account and/or credit card details for agreed billing purposes;
- your computer and connection information; and
- any information that you otherwise share with us.

We only collect personal information that is necessary for us to conduct our business. We may collect personal information that you provide to us about yourself when you:

- use our website;
- dine with us;
- provide information to us by telephone or online platforms; or
- send us an email or other communication.

How we use your information

Your personal information may be used in order to:

- verify your identity;
- assist you to make bookings or place orders through our website;
- process any bookings or purchases that you may make with us;
- respond to any queries or feedback that you may have;
- conduct research and development in respect of our services;
- gain an understanding of your information and communication needs or obtain your feedback or views about our services in order for us to improve them; and/or
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems,

and for any other purpose reasonably considered necessary or desirable by Russo Estate in relation to the operation of our business.

From time to time, we may email our customers with news, information and offers relating to our own services or those of selected partners. Your personal information may also be collected so that Russo Estate can promote and market products and services to you. This is

to keep you informed of products, events, and special offers we believe you will find valuable and may continue after you cease acquiring products and services from us. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such communications at any time if you choose.

Sharing your information

In order to deliver our services to you, Russo Estate may disclose your personal information to organisations outside Russo Estate. Your personal information may be disclosed to these organisations only in relation to our business, and Russo Estate takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. These organisations may carry out or provide:

- customer enquiries;
- mailing systems;
- billing and debt-recovery functions;
- information technology services;
- marketing, telemarketing and sales services;
- market research; and
- website usage analysis.

In addition, we may disclose your personal information to:

- your authorised representatives or legal advisers (when requested by you to do so);
- credit-reporting and fraud-checking agencies;
- our professional advisers, including our accountants, auditors and lawyers;
- government and regulatory authorities and other organisations, as required or authorised by law;
- organisations who manage our business strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade receivables) and those involved in managing our business risk and funding functions; and
- the police or other appropriate persons where your communication suggests possible illegal activity or harm to others.

Storage of Collected Personal Information

We are committed to maintaining the confidentiality of the information that you provide us, and we will take all reasonable precautions to protect your personal information from unauthorised use or alteration. In our business, personal information may be stored both

electronically (on our computer systems and with our website hosting provider) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all of our electronic information. Likewise, we take all reasonable measures to ensure the security of hard-copy information. When you enter sensitive information (such as credit card numbers) on our website, we encrypt that information using secure socket layer technology (SSL). When credit card details are collected, we simply pass them on in order to be processed as required. We never permanently store complete credit card details. We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. If you have any questions about privacy or security on our website, you can email us at info@russoestate.com.au

Access to Collected Information

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing us at info@russoestate.com.au.

Changes to Privacy Statement

If we decide to change our privacy statement, we will post those changes to this privacy statement, the homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently.

Indemnity and limitation of liability

To the extent permitted by the law, you agree to release, indemnify and hold harmless, Russo Estate and its current and former officers, employees, contractors, subcontractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the property; except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from Russo Estate's negligence, wrongful act/omission or breach of these terms and conditions. To the extent permitted by law, the aggregate of Russo Estate's liability to you is limited to an amount and not exceeding the amount paid by you for your booking. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.

Australian consumer law

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that

impose any liability or obligation on russo estate are excluded under these terms and conditions. Nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that such law permits Russo Estate to limit its liability, then Russo Estate's liability is limited to supplying the services again or payment of the cost of having the services supplied again.

Health and Safety

The property housekeeper/caretaker cleans the property to coronavirus (COVID-19) compliance between occupancies. We do not use, and you must not use, the property for quarantine for infectious diseases (including COVID-19). You agree that you will not put the safety or health of any person in the property or in the accommodation in which the property forms part in danger or at risk by staying or continuing to stay in the property whilst exhibiting symptoms of any infectious disease (including COVID-19). If you suffer from any illness, disease or other condition which may make it unsafe for you or others to stay or continue to stay in the property, you should tell us before or on arrival, or when symptoms appear. If you have not already done so, you must consult with a medical practitioner, and act on their advice. If we suspect (on reasonable grounds) that you are suffering any illness, disease or other condition which may make it unsafe for you or others to continue to stay in the property, we may require you to consult with a medical practitioner and act on their advice. In no circumstances should you stay in the property if you or any person you have been in contact with within the past 30 days have symptoms of COVID-19 or any similar virus. You must observe Russo Estate directions which contain measures for safety and health before you arrive, and protective measures, social distancing, increased cleaning and sanitation, health management and limited contact measures while at Russo Estate.