

## Broome Time Resort – Terms & Conditions

*Last updated: January 2026*

These Terms and Conditions apply to all bookings, stays, and use of facilities at **Broome Time Resort** ("the Resort"). By making a booking or staying at the Resort, you agree to be bound by these Terms and Conditions, as well as any policies published on the Resort's website.

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### 1. Reservations & Bookings

- 1.1 All reservations must be guaranteed with a valid credit card or an approved deposit at the time of booking.
- 1.2 The Resort reserves the right to cancel any reservation that is not secured with valid payment details.
- 1.3 Room rates, packages, and promotions are subject to change without notice until a booking is confirmed.
- 1.4 Special requests (including room location, bedding configuration, early check-in, or late check-out) are subject to availability and cannot be guaranteed.
- 1.5 Bookings are non-transferable unless approved in writing by Resort management.

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### 2. Payment Terms

- 2.1 Accepted payment methods include credit card and cash. Any alternative payment arrangements must be approved in writing by Resort management prior to arrival.
- 2.2 Full prepayment is required for all bookings. The credit card provided will be charged **14 days prior to arrival**, unless otherwise agreed.
- 2.3 The Resort reserves the right to charge the guest's credit card for applicable cancellation fees, no-show charges, damages, or additional services, in accordance with these Terms and Conditions.

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### 3. Check-In & Check-Out

- 3.1 Standard check-in time is **2:00 pm**. Standard check-out time is **10:00 am**.
- 3.2 Early check-in and late check-out may be requested and are subject to availability and additional charges.
- 3.3 Guests must present valid government-issued photo identification at check-in.
- 3.4 A refundable security bond is required upon check-in (see Section 9).

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### 4. Rate Types, Cancellations, Amendments & No-Shows

#### 4.1 Fully Flexible Rates

- 4.1.1 Fully Flexible rates allow guests to cancel or amend their booking up to **72 hours prior to arrival** without penalty, unless otherwise stated at the time of booking.
- 4.1.2 Cancellations made within 72 hours of arrival may incur charges up to 1 night value of the booking.
- 4.1.3 Amendments to Fully Flexible bookings are subject to availability, and any rate difference may apply.

#### **4.2 Non-Flexible (Non-Refundable) Rates**

4.2.1 Non-Flexible rates allow guests to cancel or amend their booking up to **14 days prior to arrival** without penalty, unless otherwise stated at the time of booking.

4.2.2 Full payment for Non-Flexible bookings is charged 14 days prior to arrival on the credit card provided at the time of booking.

4.2.3 In the event of cancellation, no-show, or early departure, the total booking amount will be forfeited.

#### **4.3 General Cancellation & No-Show Conditions**

4.3.1 Failure to arrive on the scheduled arrival date (no-show) or late cancellation may result in full accommodation charges.

4.3.2 Group, corporate, and event bookings may be subject to separate cancellation terms, and partial or individual cancellations may not be permitted.

4.3.3 Changes to bookings are permitted up to 24 hours prior to the scheduled arrival date and are subject to availability.

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#### **5. Corporate, Group & Event Bookings**

5.1 Corporate rates, group bookings, and event arrangements must be agreed upon in advance and confirmed in writing.

5.2 Discounts, negotiated rates, or special offers cannot be combined with other promotions unless explicitly stated.

5.3 Corporate, group, and event bookings must comply with the Resort's payment, cancellation, and bond requirements.

5.4 Large events, conferences, or gatherings may require a signed agreement and an additional damage or event bond.

5.5 A 50% deposit of the total accommodation cost is required six weeks prior to the group's arrival date. Failure to remit the required deposit by this date may result in cancellation of the booking at the Resort's discretion.

5.6 The deposit will become non-refundable fourteen days prior to arrival. Any cancellations made within this period will result in forfeiture of the deposit. Emergency situations may be reviewed at the sole discretion of hotel management.

5.7 The remaining balance of the group booking will be invoiced upon departure and is payable in accordance with the stated invoice terms.

5.8 Where applicable, any required security bond or incidental deposit must be provided and covered by the booking company and is payable in addition to the accommodation charges.

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## 6. Guest Responsibilities & Conduct

- 6.1 Guests are responsible for their own conduct and that of their visitors or companions.
- 6.2 Any loss, damage, or excessive cleaning required due to guest behaviour may result in additional charges.
- 6.3 Guests must comply with all Resort rules, safety requirements, and applicable local, state, and federal laws.
- 6.4 The Resort reserves the right to refuse accommodation, cancel a stay without refund, or remove guests whose behaviour is deemed unsafe, illegal, or disruptive.
- 6.5 All visitors must report to reception, provide a valid form of identification, and sign in. Visitors are required to leave the premises when reception closes.
- 6.6 The Resort reserves the authority to restrict or refuse visitor access under particular circumstances at its discretion.
- 6.7 Visitors are not permitted in the pool area under any circumstances.

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## 7. Resort Facilities & Safety

- 7.1 All Resort facilities, including swimming pool, BBQ's and recreational areas, are used at the guest's own risk.
- 7.2 The Resort may restrict or close facilities due to maintenance, safety concerns, weather conditions, or private events without compensation.
- 7.3 Children must be supervised by a responsible adult at all times in public and recreational areas.
- 7.4 Appropriate swimwear must be worn in the swimming pool at all times. All children who are not fully toilet trained must wear aqua nappies.
- 7.5 The Resort accepts no liability for injuries sustained while using facilities, except where required by law.

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## 8. Pets & Smoking Policy

- 8.1 Pets are not permitted on Resort premises. Registered assistance animals are allowed with prior notification.
- 8.2 Smoking and vaping are strictly prohibited in all guest rooms, indoor areas, and directly outside rooms. Guests must use designated smoking areas only.
- 8.3 Breaches of the smoking policy may result in cleaning fees, damage charges, or eviction without refund.

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## 9. Security Bond & Damages

- 9.1 A security bond is required at check-in:
  - **\$200** for Standard, Deluxe Queen, and Deluxe King rooms
  - **\$300** for all Family rooms

9.2 Bonds are refundable after check-out, subject to a satisfactory room inspection.

9.3 The Resort reserves the right to retain part or all of the bond to cover damages, missing items, excessive cleaning, or policy breaches.

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## 10. Room Upgrades & Additional Charges

10.1 Room upgrades, extra guests, additional services, or amenities requested during a stay may incur extra charges.

10.2 Any applicable service fees or additional charges will be disclosed at the time of booking, check-in, or request.

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## 11. Privacy & Data Protection

11.1 Personal information is collected and used in accordance with the **Privacy Act 1988 (Cth)** and the Resort's Privacy Policy.

11.2 Guest information is used for booking management, communication, and marketing purposes. Guests may opt out of marketing communications at any time.

11.3 Personal data may be shared with third-party service providers where necessary for Resort operations (e.g. payment processing, housekeeping systems).

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## 12. Liability & Indemnity

12.1 The Resort is not responsible for loss, theft, or damage to guests' personal belongings.

12.2 To the extent permitted by law, the Resort excludes liability for indirect, incidental, or consequential loss.

12.3 The Resort is not liable for disruptions or losses caused by events beyond its reasonable control.

12.4 Guests agree to indemnify the Resort against claims, damages, or expenses resulting from their negligence, misconduct, or breach of these Terms.

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## 13. Cyclone & Severe Weather Policy

13.1 Broome Time Resort is located in a region that may be affected by cyclones or severe weather events.

13.2 In the event of an official cyclone warning, watch, or severe weather declaration by relevant authorities, the Resort will make reasonable efforts to assist guests.

13.3 Accommodation changes, extensions, relocations, or refunds due to cyclones or severe weather are **not guaranteed** and will be assessed on a case-by-case basis, taking into account safety requirements, occupancy levels, and operational capacity.

13.4 Guests are strongly encouraged to obtain comprehensive travel insurance to cover disruptions caused by cyclones, severe weather, or related travel restrictions.

13.5 Where evacuation orders or government directives apply, guests must comply with all instructions issued by authorities and the Resort.

13.6 The Resort will not be liable for losses, expenses, or inconvenience arising from cyclones, severe weather events, or associated disruptions.

13.7 The Resort will not be liable for failure or delay in performance due to events beyond its reasonable control, including natural disasters, extreme weather, government restrictions, pandemics, or utility failures.

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#### **14. Intellectual Property**

14.1 All website content, branding, images, and promotional materials are the intellectual property of Broome Time Resort.

14.2 Content may not be reproduced, distributed, or used without prior written consent.

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#### **15. Governing Law & Dispute Resolution**

15.1 These Terms and Conditions are governed by the laws of **Western Australia**.

15.2 Any disputes shall be subject to the jurisdiction of the courts of Western Australia.

15.3 The Resort encourages guests to seek informal resolution of concerns prior to formal legal action.

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#### **16. Amendments**

16.1 The Resort reserves the right to amend these Terms and Conditions at any time.

16.2 The version published on the Resort's website at the time of booking will apply.