



ABN: 46 531 585 050 - Registered Charity No. CC27907
Registered Address: 51 Gurrinyah Drive Stokers Siding NSW 2484.
Owner & Operator of Sine Cera Rainforest Retreat
Main Creek Road, Cougal, NSW 2474 - sinecera.org.au – 0438 300 450

Terms & Conditions

Sine Cera Rainforest Retreat is owned and operated by the registered charity Dharma Care Inc. Your payment for accommodation and other facilities at Sine Cera is subject to the following terms and conditions.

1. Your payment only covers the costs of the booked accommodation and other facilities (including outdoor spaces) as identified in your invoice. It does not cover any activities, programs or workshops provided by other organisations.
2. Booking enquiries are treated, and bookings are confirmed, in the order in which they are received.
3. Booking dates are held for 7 days without deposit to allow your group to discuss options. Any delay in making the initial deposit may result in the loss of your booking. In special circumstances, and with the prior agreement of Dharma Care, your dates may be held for a longer period before the deposit payment is required.
4. Payments are non-refundable and made in 3 steps to allow you plenty of time to finalise number of participants:
 - a. 25% - within 7 days of booking confirmation to secure the booking
 - b. 25% - 6 weeks prior to the start date of your booking
 - c. 50% + Refundable Security Deposit (see #7 below) - 1 week prior to the start date of your booking
5. No further changes to bookings are accepted after the final payment is made.
6. Full payment of our final invoice is required before a booking can proceed.
7. Dharma Care reserves the right to set the Security Deposit at a level it regards as adequate to cover any identified risks to its facilities.
8. Dharma Care reserves the right to retain all or part of your Security Deposit to cover the costs of any loss of or damage to equipment, damage to the property, or extraordinary cleaning costs. In such circumstances and where possible, Dharma Care will substantiate the amount of the Security Deposit retained with photographic or other evidence of loss/damage, accompanied by quotations for the cost of repairs and replacements.
9. Late final payment may result in you losing your booking and the loss of your previously paid deposits.
10. Payments are made by either by bank transfer to our account, EFTPOS, BPay or credit card.
11. Sine Cera bookings and payments can only be made by a person who is 18 years of age or over.
12. All payments are non-refundable except where:
 - a. government COVID regulations prevent a booked event going ahead,
 - b. other events, such as natural disasters or other *force majeure* events outside of Dharma Care's control, force us to cancel an event, or close Sine Cera.

- c. sudden and unexpected health or personal circumstances prevent one of your group from attending a booked event. In this case, you can apply to Dharma Care for a refund for that person by emailing a medical certificate or other relevant information to admin@sincecera.org.au within 14 days of your event.
13. Both parties agree to exercise reasonable endeavours to overcome or minimise the effects that the events listed in clause 12 above may have on their obligations under these terms and conditions.
 14. Security deposits will be repaid within 7 days of your departure if there are no issues. This gives us time to identify any additional cleaning, damage or loss of property.
 15. You agree to let us know if a piece of equipment has failed or has been broken so we can replace it.
 16. In making payments to Dharma Care for a Sine Cera booking, you accept that you have read all the information on the www.sincecera.org.au website and that you have considered the risks and benefits to you and your group of staying at Sine Cera.
 17. You also undertake to provide us with the personal information we require to comply with COVID regulations, and to ensure we have the necessary health and contact information to contact relatives of group members should an emergency arise.
 18. As a low-cost facility, Sine Cera requires that you agree to leave the property as you found it - particularly the kitchen. This means cleaning the facility before you leave – sweeping floors; removing all non-compostable rubbish; cleaning the kitchen; making sure the stove tops and ovens are free of grease; washing the crockery, cutlery and cooking utensils properly and returning them to their original locations. The Manager will check the condition of buildings with the retreat organiser prior to departure. He may request more work be done to ensure your security deposit is returned in full.
 19. You agree to abide by our waste disposal processes. This is essential to ensure the health and safety of guests and to ensure our unique environment is protected. There is no rubbish removal service in our area so, as with many wilderness retreats, we ask you to take your non-compostable rubbish with you. Guests are responsible for removing all meats, paper, plastics, bottles, nappies and sanitary napkins from the site. Each guest is supplied with a rubbish bag to assist in this process. Please follow carefully the instructions of staff about sorting your kitchen rubbish into the appropriate bins. Organic (vegetable) waste can be composted on site.
 20. You agree that children will be supervised by adults at all times because most damage is caused by unsupervised children and it is important to protect them from accidental injury.
 21. We permit sensible alcohol consumption so as not to endanger any person or damage to property. Illegal drugs are prohibited.
 22. The legally-enforceable curfew on loud music is 11 pm so please turn music down to reasonable levels by that time. Excessive noise may involve complaints from valley residents and result in police action.
 23. You agree to follow the directions of Sine Cera staff in the case of an emergency.
 24. Dharma Care endeavours to reduce risks by keeping the buildings and grounds well maintained. However, any natural environment has inherent dangers. Sine Cera is in a remote location where a lack of expert medical aid and limits to communications may mean delays in assistance in the event of injury or sudden illness. In particular, children should be supervised by adults at all times – particularly near the creek. Sine Cera guests acknowledge and agree that it would be unreasonable for Sine Cera to be held in any way responsible for any injury unless Sine Cera is wilfully negligent. Guests thereby waive, to the full extent permitted by law, all their legal rights of action against and fully release Dharma Care Inc. (the charity that owns Sine Cera), its office bearers, directors, employees or agents for loss, damages, injury or death howsoever arising out of, or in relation to, the participation by guests in activities undertaken at Sine Cera.
 25. Dharma Care has public liability insurance. Copies of the policy are available on request.
 26. If a dispute arises out of these Terms and Conditions, you and Dharma Care agree to use good faith

efforts to resolve the dispute amicably. If the attempt to resolve the dispute amicably is unsuccessful, you and Dharma Care agree to attempt resolution through mediation. The mediation process may be initiated upon thirty (30) days' prior written notice by email to the other party. The two parties will agree and appoint an independent mediator whose decision will be final. The respective costs of mediation will be borne by each party.

27. This Agreement is governed by the laws of the state of New South Wales and the Commonwealth of Australia.
28. These terms and conditions, together with our Privacy Policy available on our website, form the complete and exclusive agreement between you and Dharma Care, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between you and Dharma Care relating to the subject products.
29. If you have any questions, comments or concerns regarding these Terms and Conditions, please send an email to: info@dharmacare.org.au.
30. Payment of the invoiced accommodation fee will be taken as full acceptance and agreement to the above Terms and Conditions.