



ACCOMMODATION FACILITIES TERMS AND CONDITIONS

1 INTRODUCTION

Welcome to Pormpuraaw Aboriginal Shire Council's Accommodation Facilities. These Terms and Conditions govern all bookings and stays at our accommodation facilities, including guesthouses, cottages, and contractor camps (collectively, "**Facilities**").

By making a reservation, you understand, accept and agree—without limitation or qualification—to be bound by all terms and conditions set out in this agreement ("**Terms and Conditions**"). Pormpuraaw Aboriginal Shire Council ("**Council**") may amend these Terms and Conditions from time to time. The most current version will always be available on Council's website and will apply to all bookings made thereafter.

2 INFORMATION OBLIGATIONS AND PRIVACY NOTICE

When booking accommodation at the Facilities, you agree to provide accurate, current, and complete information as requested and to keep this information updated at all times.

Your Personal information is collected, used and managed by Council in accordance with the *Information Privacy Act 2009* (Qld) ("**the Act**") and the Queensland Privacy Principles.

When making a booking for the Facilities, including through a third-party booking agent, Council collects your personal information such as your name, date of birth, address and other contact information, as well as your payment information for the purposes of processing the booking.

We collect this information from you by way of email, through Council's website if completing a booking enquiry, and from third-party booking agents.

If you choose not to provide all of the personal information required, Council will be unable to proceed with processing your booking request.

Your personal information will or may be disclosed to facilities, finance and customer service staff for the purposes of processing your booking. Your personal information will not be disclosed to any other person or agency external to Council without your consent, unless required or authorised by law.

You may:

- access and seek correction of personal information about you that is held by Council
- lodge a complaint about a potential breach of the QPPs; or
- ask any questions about how your personal information will be handled once collected,

by contacting Council by telephone on 07 4060 400 or by email on admin@pormpuraaw.qld.gov.au.

3 RATES AND PAYMENTS

Accommodation rates are set out in Council's current Schedule of Fees and Charges, available at [Financial | pormpuraaw](#).

- All rates are inclusive of Australian Goods and Services Tax (GST).
- Rates are reviewed annually and may change at the start of each financial year.
- Rates will be confirmed at the time of booking and will not change once a booking is confirmed.
- Payment must be made by credit card or direct credit upon receipt of invoice as approved by Council.

4 COMMISSION

The Council does not pay or accept any commission on accommodation bookings under any circumstances.

5 RESERVATION PROCESS

All booking requests must be submitted in writing to guesthouse@pormpuraaw.qld.gov.au or via our website: [Enquire for Guesthouse | pormpuraaw](#).

Upon receipt of a booking request:

1. A tentative booking confirmation will be issued, advising of availability and the applicable room rate (per person, per night).
2. To confirm your booking, you must provide a confirmation voucher, purchase order, or a completed credit card authority form within 48 hours (AEST).
3. Tentative bookings not confirmed within this timeframe will be automatically cancelled.
4. A final confirmation email will be sent once your reservation is confirmed.

6 CANCELLATION POLICY

Confirmed reservations must be cancelled in writing by email to guesthouse@pormpuraaw.qld.gov.au at least two (2) clear business days prior to the scheduled check-in date and time (2:00 PM AEST). Business days exclude weekends and public holidays.

- Cancellations made within the required notice period will not incur a fee.
- If you cancel with less than two clear business days' notice, you will be charged a penalty equal to the cost of up to four (4) nights' accommodation, or the total booking value if that amount is lower.
- Once a guest has checked in, the full reservation amount will be charged in full. Early departures are non-refundable.

In exceptional circumstances (e.g., community closures due to sorry business), Council may, in its absolute discretion, waive cancellation penalties and/or cancel a booking due to Force Majeure.

If you breach these Terms and Conditions, Council reserves the right to terminate the permission granted to you to use the premises by cancelling the booking and, if staying in the Facilities, you will be immediately required to vacate the Facilities and any booking fee will be forfeited to Council.

You understand and acknowledge that despite using a third-party booking agent to secure accommodation at the Facilities, Council is not bound by and will not under any circumstances honour any third-party terms and conditions.

7 NO SHOWS

For accommodation bookings of 4 nights or less, if a guest does not arrive on the scheduled date without prior cancellation, the booking will be considered a 'no show', and the full booking amount will be forfeited. No refunds or credits will be issued.

For accommodation bookings of 5 nights or more, if a guest does not arrive on the scheduled date without prior cancellation, the booking will be considered a no show, and the first 4 nights booking amount will be forfeited. No refunds or credits will be issued.

8 LOSS OR NON-RETURN OF KEYS

Guests must return all room keys to Council before leaving the Pormpuraaw community. Failure to return keys will result in a replacement fee being charged as specified in the current Schedule of Fees and Charges, covering the cost of reissuing keys and replacing locks if required.

9 CHECK-IN

- Standard check-in time is 2:00 PM (AEST) at the Pormpuraaw Council Administration Office.
- Early check-in must be pre-approved and will incur charges as per the Schedule of Fees and Charges.
- After-hours check-in may be arranged by prior agreement only.

10 CHECK-OUT

- Check-out time is 10:00 AM (AEST) on the day of departure.
- Late check-out may be granted subject to availability and prior approval from Council and will incur charges as per the Schedule of Fees and Charges.
- Failure to check out by the required time may result in an additional charge equivalent to one (1) night's accommodation.
- All keys must be returned and rooms left in a clean, undamaged condition.

11 GUEST RESPONSIBILITIES AND CONDUCT

Guests must:

- Comply with all house rules and Council policies provided at check-in.
- Respect local customs, cultural protocols, and community expectations at all times.
- Refrain from disruptive, unlawful, or disrespectful behaviour.

Guests are responsible for any loss, damage during their stay or excessive cleaning required immediately following their stay, and may be invoiced for repair or replacement costs.

12 LIABILITY AND INDEMNITY

To the fullest extent permitted by law, you indemnify, release and discharge Council and its representatives from all liability for any loss, claim, demand, damage, injury or expense that you, including any of your guests at the Facilities, suffer as a result of booking and/or using the Facilities due to any cause whatsoever.

To the extent permitted by law, the Council accepts no responsibility and is not liable for:

- Any loss, theft, or damage to personal property; or
- Any injury, illness, or other incidents arising from the guest's stay; or
- Any representations made by a third-party booking agent in relation to the Facilities that are not consistent with these Terms and Conditions.

Nothing in these Terms and Conditions limits any rights you may have under the Australian Consumer Law.

13 FORCE MAJEURE

The Council shall not be liable for any cancellation, failure or delay in performance arising from events beyond its reasonable control, including but not limited to natural disasters, community emergencies, transport disruptions, or government restrictions.


14 GOVERNING LAW

These Terms and Conditions are governed by the laws of Queensland, Australia, and guests agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

15 CONTACT

For all enquiries, booking requests, or amendments, please contact:

 guesthouse@pompuraaw.qld.gov.au

 0458 714 017

 [Enquire for Guesthouse | pompuraaw](#)

THIS PAGE NOT TO BE PUBLISHED OR DISTRIBUTED**16 HUMAN RIGHTS COMPATIBILITY STATEMENT**

This policy has been assessed as compatible with Human Rights protected under *the Human Rights Act 2019*.

17 DEFINITIONS

Term	Definition

18 RELATED POLICS AND OTHER DOCUMENTS

Nil

19 MONITORING AND REVIEW

This policy is to be reviewed every four (4) years for relevance and to ensure that its effectiveness is maintained.

20 RESPONSIBILITY

This Policy is to be:-

- implemented by the CEO; and
- reviewed and amended in accordance with the by the Executive Manager Corporate Services.

21 VERSION CONTROL

Version	Details	Resolution No	Date
V1	Developed and Adopted	2026/30	252/02/2026