



Force Majeure Policy

Broadwater Resort Busselton ("the Resort") will not be liable for any failure, interruption, delay, alteration, cancellation, or inability to perform its obligations, provide accommodation, services, or facilities where such events arise due to circumstances beyond the Resort's reasonable control ("Force Majeure Event").

Force Majeure Events may include, but are not limited to:

- Severe weather events or natural disasters, including floods, fires, storms, cyclones, or earthquakes
- Environmental emergencies or Acts of God
- Pandemics, epidemics, public health emergencies, or communicable disease outbreaks
- Government actions, restrictions, directives, border closures, or orders
- Power outages, telecommunications failures, utility disruptions, or supplier failures
- Industrial disputes, strikes, or labour shortages
- Acts of terrorism, civil unrest, war, or security threats
- Road closures, transport disruptions, or infrastructure failures
- Any other unforeseen event beyond the reasonable control of Broadwater Resort that makes it illegal, impossible, impractical, or unsafe to operate or provide accommodation as booked

Guest Rights & Resort Commitments

In the event of a Force Majeure Event:

- The Resort reserves the right to modify, suspend, relocate, or cancel bookings, facilities, services, or operations where reasonably necessary for the safety of guests, staff, contractors, or the property.
- The Resort will make every reasonable effort to notify affected guests promptly of any changes impacting their booking and, where possible, assist with alternative arrangements.



- Where a booking cannot proceed due to a Force Majeure Event, the Resort may, at its sole discretion and subject to applicable consumer laws, offer:
 - a credit for future travel,
 - transfer of the booking to a later date, or
 - a partial or full refund, depending on the specific circumstances and financial commitments already incurred by the Resort.
- Any refund, credit, or amendment request will be assessed in good faith, taking into account:
 - the nature, duration, and impact of the Force Majeure Event;
 - operational and supplier costs already incurred by the Resort; and
 - applicable booking terms and consumer protection obligations.
- Guests are strongly encouraged to obtain comprehensive travel insurance to cover cancellations, delays, travel disruptions, medical expenses, or other losses arising from Force Majeure Events.

Limitation of Liability

To the maximum extent permitted by law, Broadwater Resort will not be responsible for any indirect, incidental, special, or consequential loss, damage, cost, or expense incurred by guests arising from or connected with a Force Majeure Event. This includes, but is not limited to:

- travel or transport costs,
- alternative accommodation expenses,
- loss of enjoyment,
- missed connections or activities, or
- other associated financial losses.

Nothing in this clause excludes, restricts, or modifies any rights or remedies available under applicable Australian Consumer Law where such rights cannot lawfully be excluded.