

RAC Parks & Resorts booking policy

Introduction

1. In these terms and conditions a reference to:-
 - a. "Agent" means Australian Tourism Park Management (ATPM) Park Mangers (ACN 85 061 270513) of Suite L218A, Level 2 The Strand at Coolangatta 72-80, Marine Parade, Coolangatta QLD 4225
 - b. "Arrival Date" means the date specified as such in the Booking;
 - c. "Booking" means Your reservation for accommodation at RAC Parks and Resorts;
 - d. "RAC member" means a fully paid up member of The Royal Automobile Club of WA (Inc).
 - e. "RAC Parks and Resort" means any one of the following RAC resorts and holiday parks; RAC Karri Valley Resort, RAC Busselton Holiday Park, RAC Monkey Mia Dolphin Resort, RAC Exmouth Cape Holiday Park, Ningaloo Reef Resort and RAC Cervantes Holiday Park, RAC Margaret River Nature Park or any other holiday park owned, operated or leased by Us.
 - f. "Rate or Tariff" means the price per night outlined in your Booking and is based on 2 people unless expressly provided otherwise.
 - g. "Us, Our, We" means RAC Tourism Assets Pty Ltd (ACN 168 253 085) of 832 Wellington St, West Perth 6005
 - h. "You or Your" means the person(s) named in the particulars of the Booking and includes any other person who participates in, is present at or attends the Booking as a participant

Deposits and Payment

2. Payment or part-payment of the total price of the Booking shall constitute Your acceptance of these terms and conditions. All such deposits or payments to Us must be made by You in Australian dollars.
3. On receipt of Your payment, subject to availability and at Our discretion, We will record your Booking. A contract is only made between You and Us once your booking has been confirmed and accepted by Us.
4. When Booking during High and Premium seasons, as defined on parksandresorts.rac.com.au/terms-conditions-and-policies/season-calendars/ you will be required to pay a deposit equal to either the first nights Rate of the Booking for rooms or \$100 for caravan/camping sites, with balance to be paid 90 days prior to commencement of the Booking.
5. When Booking during Mid and Low seasons, as defined on parksandresorts.rac.com.au/terms-conditions-and-policies/season-calendars/, you will be required to pay a deposit equal to the first nights Rate with balance paid on the Arrival Date.
6. If You cancel the Booking at any time after confirmation of registration there will be an administration fee of \$30 per booking.. No refund is payable for cancellations for any reason whatsoever after the Arrival Date.

Sale, Promotional and Special offer Tariffs

1. Any accommodation or site bookings made on a 'Sale' or discounted tariff is made under special conditions that differ from standard tariffs. Bookings made under sale tariffs have the following conditions applied, as agreed to at the time of booking:
 - [Campaign: Perth Caravan & Camping show special – Valid for stays until 31/05/19](#)
 - [Campaign: Advanced purchase – Valid for stays until 31/03/20](#)
 - [Campaign: Rediscover Karri Valley – Valid for stays until 01/07/2019](#)
 - [Campaign: Getaway and Save- Valid for stays until 26/09/2019](#)

Subletting of Accommodation

1. Bookings are provided to You and any guest(s) as named on the Booking. Bookings must not be sublet or resold by You or any associated guests without prior written consent from RAC.

RAC Member discount

1. RAC Member discount is exclusive to RAC Members. Our other Auto Club partners receive a 10% discount (capped at \$40). Enter your valid RAC Member number when prompted if booking online. For phone Bookings please advise staff to receive your RAC Member discount. [See RAC Member Benefit details](#) on <https://parksandresorts.rac.com.au/member-benefits/>
2. RAC Members are required to show proof of membership on the Arrival Date.
3. RAC Member discount is only available if Your Booking name is the same name as the RAC Member card shown on the Arrival Date.
4. RAC Member discount is only valid for Bookings made direct with the RAC Parks and Resort. Third party bookings will not be eligible to receive the RAC Member discount.

Cancellation and Changes

1. If We agree to change Your Booking at Your request, then We will be entitled to charge an administration fee of \$30 per Booking for such changes.
2. If You cancel Your Booking the following charges apply:

High and Premium Seasons

1. Cancellations providing more than 60 days' notice prior to the Arrival Date are fully refundable, less a \$30 administration fee.
2. Cancellations providing 30 to 60 days' notice prior to the Arrival Date will result in forfeiture of the applicable first nights Rate of the Booking for rooms or \$100 for caravan/camping sites.
3. Cancellations providing less than 30 days' notice prior to the Arrival Date will result in forfeiture of all monies paid.

Mid Season

1. Notice of cancellation more than 14 days prior to the Arrival Date will be fully refunded less a \$30 administration fee.

2. No refund will be paid for cancellations less than 14 days prior to in the Arrival Date.

Low Season

1.
 - 1.1 Notice of cancelation more than 24 hours prior to in the Arrival Date will be fully refunded, less a \$30 administration fee.
 - 1.2 No refund will be paid for cancellations less than 24 hours before in the Arrival Date.

If you do not present at the Arrival Date or at any time during the Booking period no refund is payable.

Long Weekends and Special Events

Minimum three-night Bookings are required for long weekends and special events (events which are considered “special events” are at the sole discretion of RAC). Shorter Bookings may be offered at RAC’s sole discretion.

Liability

1. You are solely responsible for your own belongings and We are under no obligation to replace or compensate, nor shall We be liable for any loss or damage suffered as a result of Your property being lost, stolen or damaged.
2. To the maximum extent permitted by law, We will not be held responsible or liable in for any accident, direct or indirect loss including but not limited to loss suffered to property or person, damage, fatality, injury, psychological injury, inconvenience, loss of enjoyment, disappointment or health related issue whatsoever during your stay at RAC Parks and Resorts. You agree to fully and finally release and discharge Us from any liability, claim, action, right or entitlement whatsoever You have against Us whether known or unknown, whether accrued, contingent or inchoate arising out of, concerning or relating to your stay.
3. If You wish to claim any refund You must contact the relevant RAC Parks and Resort directly by calling 1800 871 570.
4. If a condition or warranty cannot be excluded at law then You agree to the fullest extent permitted by law that Our liability for a breach of the condition or warranty shall be, at Our sole election, the re-supply or payment of the cost of re-supply of the relevant goods or services. All other conditions and/or warranties are expressly excluded to the fullest extent permitted by law.
5. You fully indemnify Us against any loss, liability, damage, action, demand, expense, claim, fine, charge or obligation which We have or may suffer or incur by reason of or in any way consequent upon, arising out of or incidental to the non-performance or non-observance of the obligations and liabilities imposed on You under this contract or by reason of or concerning or arising out of Your conduct, act or omission on or related to the Booking or your stay at the RAC Parks and Resort.
6. The limitations and exclusions contained in clauses 15 to 19 (inclusive) of these terms and conditions extend to Our Agents to the fullest extent permitted by law.

Miscellaneous

1. We treat your personal information strictly in accordance with Our obligations under the *Privacy Act 1988 (Cth)*. The RAC Group Privacy Policy is detailed in its website by visiting www.rac.com.au or by phoning 13 17 03. Should a copy of the statement be required this may also be requested any time during Our office hours.
2. This contract shall be governed by the laws of Western Australia and You agree to submit to the exclusive jurisdiction of the courts thereof.
3. If any clause in this contract becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining clauses of this contract shall not in any way be affected or impaired.
4. This contract may only be varied by a document in writing executed by all parties' authorised representatives.
5. You acknowledge and accept the above terms and conditions applying with respect to the Booking and acknowledge having read and understood them. You understand that no other agreement or disclaimer, verbal or otherwise, applies as this contract together with the itinerary contains the entire contract between You and Us.
6. I confirm I am over 18 years of age and free to enter into these terms and conditions.
7. We do not accept School Leaver bookings. We do not have the policies, procedures or resources to accommodate groups from school leavers during the annual "Schoolies" Period. In particular, We do not have adequate resources to engage qualified security personnel to guarantee the safety, comfort and convenience of guests during this period. For this reason We reserve the right to reject bookings from school leavers for the entire "schoolies" period for all RAC Park and Resorts.

RAC Tourism Assets Privacy Policy

1. Your privacy and the privacy of your personal information are very important to RAC Tourism Assets PTY Ltd. Our people will always be honest and open in their dealings with you and will only collect information that is necessary for us to deliver the best possible products, services and advice.

Any personal information that we do collect, we keep strictly confidential and it can only be accessed by authorised staff within RAC Tourism Assets and the RAC Group's related and subsidiary companies. RAC Tourism Assets keeps, maintains and uses personal information in accordance with the Australian Privacy Principles contained in the *Privacy Act 1988 (Cth)*.

Our organisation respects the right of individuals to access their own personal information.

RAC Tourism Assets agents, contractors and other third parties, who need your personal information to provide a legitimate service, are bound by terms in their contracts to ensure your personal information remains protected at all times.

RAC Tourism Assets does not sell personal information.

If you do have any concerns about privacy please speak with one of our front desk staff members.

For the purposes of this Statement, "RAC Group" means the Royal Automobile Club of W.A. (Inc.), RACWA Holdings Pty Ltd and each of its related bodies corporate as defined in the *Corporations Act 2001 (Cth)* (excluding Centro Village Pty Ltd, Centro Living Pty Ltd and its subsidiary Patton Enterprises Pty Ltd, and St Ives Group Pty Ltd and its subsidiaries).

2. Your personal information

Personal information is information or an opinion (whether true or untrue) about an individual whose identity is apparent or can reasonably be ascertained. To be classed as 'personal information', the information must relate

to a natural living person.

We may collect the following types of personal information from you, including:

- Name; and
- Address.

RAC Tourism Assets believes that any personal information we hold about you should be carefully protected to ensure that your privacy is maintained.

3. Why do we collect personal information?

RAC Tourism Assets collects personal information about you for the purpose of providing you with the product or service of your choice and the ongoing administration and management of that product or service.

If you wish to know more general details about the personal information that we collect, please speak with one of our front desk staff members.

4. Sensitive Information

Sensitive personal information includes information or an opinion about matters like your health, criminal history or racial or ethnic origin. In limited circumstances, we need to collect this information from you to assist you. For example, we may need to collect information about your health so we can arrange accessible accommodation for you. We will not collect sensitive information about you unless you consent to the collection and the information is directly related to our activities.

5. How do we collect this information?

We only collect personal information by legitimate means. We normally collect personal information directly from you over the phone, face-to-face, through the mail or electronically over the internet.

However, in some circumstances, we collect personal information from a third party, in instances where bookings are made via travel agents or booking websites.

6. What if you choose not to provide us with this information?

The nature of our business may mean that, if you do not provide us with the personal information we need, we will be unable to administer and manage the product or service that you wish to purchase. We will advise you if your failure to provide personal information may jeopardise your ability to purchase the product or service.

7. To whom could we disclose your personal information?

In the course of administering and managing the product or service you have purchased, including for marketing and promotional purposes, we may disclose some of your personal information to other people or organisations. This may include entities associated with us or that operate under the RAC Group brand, agents, contractors, organisations with whom we have an alliance or arrangements, and other third parties such as contracted service providers. Who we disclose your information to will depend on the particular product or service that you have purchased.

We may also disclose your personal details to market research companies to gather independent feedback from you about the performance of any member of the RAC Tourism Assets, RAC Group, our contractors and our products and services.

RAC Tourism Assets ensures that your personal information is safely archived, if archival is necessary, and securely destroyed by using the services of professional archival and document management companies.

The organisations, that we may disclose your personal information to, are subject to strict guidelines on how they use your personal information and are bound by specific confidentiality and non-disclosure agreements. Please speak with one of our front desk staff members, if at any time:

- you would like to know more information about which companies we regularly deal with and what personal information they receive from us; or
- you wish to stop your personal information from being used or disclosed for the purposes set out in this Privacy Policy.

8. Direct Marketing

We do not sell, trade, lease or rent any personally identifiable information we obtain without your prior express consent. It is our aim to provide you with access to a range of leading products and services offered by us and any other organisations whose products and services we promote. To do this, we use the information you provide to us for market research so we can better understand your needs.

We may use your personal information to conduct direct marketing, such as telemarketing and advertising via email, SMS or post, in order to tell you about other RAC Group products and services.

Your personal information may be passed to other entities (including third party entities) for promotional purposes, including direct marketing. Those entities may use the personal information we provide to them to market to you, including by sending you information or contact you (by telephone, post or electronically) about RAC Group or RAC branded third party products or services. These entities may be associated with Us, operate under the RAC's Brand or be agents, contractors or allied organisations.

We will only market our products and services to you if you would reasonably expect us to do so. The type of personal information we use or disclose will depend on the product or services being offered, but will usually be limited to your name and contact details. Importantly, we will not use any sensitive personal information for marketing purposes without your express consent.

You may choose to opt out of our marketing activities at any time by advising us via the unsubscribe function or other contact information provided in any marketing you receive. Alternatively, you may advise us by speaking to one of our front desk staff members.

Please note that it may take up to 60 days to fully implement your request not to receive marketing or promotional materials. We apologise if you receive any materials during this period.

We will not undertake any marketing activities which would amount to a breach of any legislation including the *Do Not Call Register Act 2006 (Cth)* and the *Spam Act 2003*.

9. RAC Parks and Resorts User Generated Content Agreement

By using RAC Parks and Resorts-specific/promotional hashtags and handles ('tagging') in your Social Media content, or posting content onto RAC Parks and Resorts Social Media platforms directly, you agree that RAC Parks and Resorts:

- can use the content on its websites, apps, email, social media and other forums, including but not limited to for promotional purposes;
- can use your name, image, social media handle and other publically available biographic material in conjunction with your image and associated content;
- has a non-exclusive, royalty-free approval to use, reproduce, modify, publish and publicly display the content through any of our social media accounts, websites or digital platforms; and
- is released from any liability for use of the image and/or content to the extent permitted by law.

You also agree and confirm you:

- are at least 18 years old or if under 18 have permission from a parent or guardian;
- own and control the copyright and or interest in the image and content, and it does not infringe any patent, trademark, copyright or other intellectual property of another;
- have complied with all laws and regulations associated with acquiring and/or producing the content;
- acknowledge statements, remarks or claims by you reflect your honest views and experiences;
- will not make available any material that includes an image or personal information of another person unless you have their consent;
- have disclosed any commercial connections or interests you have with RAC Parks and Resorts or third-party brands or sellers (ie you are an employee, paid blogger or recipient of free products or services);
- will not be paid by RAC Parks and Resorts for use of your content; and
- will contact RAC Parks and Resorts if you no longer approve for your image or content to be published by RAC Parks and Resorts, by contacting us.
- RAC Parks and Resorts reserves the right to remove UGC postings that, in the opinion of the RAC Parks and Resorts, are false or misleading statements on RAC Parks and Resorts Products and Services.

10. Transferring your information overseas

Sometimes our suppliers, contractors or agents are based overseas, or otherwise have data storage facilities overseas where your personal information will be stored. We may transfer information about you between countries if required for a relevant purpose described above.

However, in all cases, we will take reasonable steps to ensure all entities to whom we transfer your personal information comply with the *Australian Privacy Act 1988 (Cth)*, including ensuring appropriate security measures are taken by those entities to protect your personal information from unauthorised access and use.

11. Can you get access to view and correct your personal information?

Generally, you have the right to know all the personal information we hold about you. You can also request they we correct any personal information we hold about you. You can request access to view and/or correct this information by contacting us on **1800 871 570**, calling into one of our parks, (and providing us with appropriate identification) or visiting our website parksandresorts.rac.com.au

12. How will we handle your request for information?

We will respond to your request as quickly as possible and we will provide you with a written, verified copy of the personal information that we hold. Depending on the nature of your request and the accessibility of the information (for example, information may be archived), we will aim to respond within ten working days, but may be able to respond sooner than this. If it will take us longer than this to access your personal information, then we will inform you of the delay and the reason for the delay.

13. Why would we not give you access to or correct your personal information?

In limited circumstances, we may not allow you access to some of the personal information we hold about you, or correct some of the personal information we hold about you where you request us to do so, and if this occurs, we will write to you to explain our reasons.

Some examples of when you might be denied access are if:

- access will pose a threat to the life or health of someone;
- access would have an unreasonable impact on another person's privacy;
- information relates to anticipated or existing legal proceedings; or
- giving access would be unlawful.

14. What can you do if you have a complaint?

If you believe that there has been a breach of privacy or you do not agree with a decision we have made about your access to personal information, you can make a complaint and we will endeavour to resolve it by following our internal complaint resolution process. You can provide the details of your complaint either verbally or in writing.

When we receive your complaint, we will ensure that it is handled by the most appropriate person. This person will review your complaint, consider the facts and will provide a response as soon as possible, generally within one working day.

If the matter cannot be resolved to your satisfaction, it will be referred to the relevant Manager, who will contact you within five working days.

If the complaint is still unresolved, it will be referred to the General Manager, who will advise you of our final decision within fifteen days of the date you first made the complaint.

At every stage of the process we will ensure that you are advised about the progress of your complaint.

15. What if your complaint remains unresolved?

If you are not satisfied with our decision you can direct your written complaint to the Australian Information Commissioner at:

Office of the Australian Information Commissioner
GPO Box 5218,
Sydney NSW 2001 Phone toll free: 1300 363 992
TTY: 133 677 then ask for 1300 363 992
email: enquiries@oaic.gov.au

16. What if this Privacy Policy is amended?

This Privacy Policy may be amended by us from time to time and if we amend this Privacy Policy we will post the changes on our website, make copies available to you at our front desk or on request so that you understand what information we collect, how it will be used and to whom it will be disclosed.

Season calendar 2019/20

Low season
 Mid season
 High season
 Premium season

April 2019

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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29	30					

May 2019

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June 2019

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July 2019

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August 2019

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September 2019

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October 2019

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November 2019

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December 2019

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January 2020

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Call 1800 871 570 or visit racparksandresorts.com.au



Season calendar 2019/20

Low season
 Mid season
 High season
 Premium season

Sites only

April 2019

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May 2019

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June 2019

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August 2019

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Call 1800 871 570 or visit racparksandresorts.com.au



**Monkey Mia
Dolphin Resort**
For the better



Visit one of our RAC Parks & Resorts » Busselton » Cervantes » Exmouth » Karri Valley » Monkey Mia » Ningaloo » Margaret River

Season calendar 2019/20

Low season
 Mid season
 High season
 Premium season

Sites only

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January 2020

M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2020

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March 2020

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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Season calendar 2019/20

Low season
 Mid season
 High season
 Premium season

April 2019

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

May 2019

M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

June 2019

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

July 2019

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2019

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2019

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2019

M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2019

M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2019

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2020

M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2020

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

March 2020

M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

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