

## Terms and Conditions

This Booking Agreement (the Agreement) is between Simpson Cottage ABN 47 685 846 417 (SC) for the holiday rental of the Property located at 8 Simpson Road, Bundeena 2230 (the Property) and the Guest(s) named in the Booking.

IT IS AGREED AS FOLLOWS:

### 1. ACCEPTANCE

This Agreement (the Agreement) and all other legal notices (accessible at <https://simpsoncottage.com.au/>) and any schedules, annexures, attachments relating to this Agreement, provided with or separately forming part of this Agreement. By completing the Booking, the Guest will be deemed to have accepted this Agreement and acknowledges if they do not accept these terms and conditions, they must not proceed with the Services or payment for the Services.

### 2. BOOKINGS

#### 2.1 Online Booking

By using our online booking you are agreeing to accept the terms and conditions.

The person making the Booking will be the registered Guest. However, all Guests staying at the Property will be required to register upon check-in. You consent to providing your personal data and acknowledge that if you do not consent, we may not be able to provide some or all of the services. For more information regarding personal data, please refer to our Privacy Policy. You agree that all information you provide to us will be true, accurate, current and complete. You agree that you are responsible for all information that you submit to us, and you acknowledge that if we believe that the information provided to us by you is false, inaccurate or misleading, we may, at our sole discretion, suspend or terminate your access to the Website and our Services.

#### 2.2 Rates

Rates quoted are in Australian dollars and are subject to change at any time and depending on availabilities. Rates are inclusive of GST where applicable. Verbal quotes are estimations of price only and are subject to written advice on the booking confirmation. In rare cases, accommodation rates may be subject to increase after you have made payment; where this occurs, the Guest will be notified and may either

pay the difference or receive a refund. A cleaning fee starting from \$220.00 is applied to every stay.

#### 2.3 Check-Ins

Check-in is available from 1400 on the day of arrival. To enter the Property, a code will be provided in your pre-arrival email. The latest check-out time is 1000 on the day of departure.

#### 2.4 Length of Stay

There is a standard two night minimum stay. Minimum length of stay restrictions apply to certain rates. One night stays are subject application.

#### 2.5 Number of Guests

At no time during the Guest's Booking shall the number of Guests staying exceed the number booked. Unless prior approval is provided by SC.

#### 2.6 Bookings

(a) SC accepts group Bookings of up to 8 persons. Guests with Bookings will have full use of the Property.

(b) All Guests in bookings will be required to complete a guest registration form and only registered guests will be permitted to occupy the property for the duration of the stay.

(c) Visitors of Guests on the Property must be family members, friends, other responsible adults over twenty-one (21), or otherwise accompanied by a parent or legal guardian.

#### 2.7 Children

(a) Children under the age of twelve (12) are permitted as Guests only when accompanied by a parent or legal guardian. The accommodation prices for children are included in the standard rate and refer to using existing bedding.

(c) Children must always be supervised, especially around the garden, stairs, verandas, balconies and cleaning chemicals. SC is not responsible for any children staying at or visiting the Property.

(d) BUNK BEDS Use of the bunk beds in Simpson Cottage is at the discretion of parents/guardians.

#### 2.8 Minors and Schoolies

SC does not accept Schoolies reservations or bookings from anyone under the age of twenty-one (21).

### **3. & 4. REFER BELOW TO PAYMENT + CANCELLATION POLICY**

#### **5. THE PROPERTY**

##### *5.1 Guest Obligations and Permitted Use*

The Guest agrees:

- (a) to be an occupant of the Property for the entire duration of the stay;
- (b) not to sublet or allow unregistered Guests to stay at the Property;
- (c) to comply with all applicable laws and regulations;
- (d) to co-operate with SC and abide by these terms and conditions during their stay at the Property;
- (e) not to use the Property for any purpose other than the Approved Purpose as set out in this Agreement;
- (f) to close and lock doors and windows at check-out and when the Guest is not present at the Property to prevent theft of or damage to furnishings or the Guest's personal Property and to contact SC immediately where they are not able to secure the Property;
- (g) not to use the Property for any criminal activity, including online, and acknowledges SC will cooperate with any investigation of alleged criminal activity at the Property during or after the stay;
- (h) not to wear high heel shoes inside the Property at any time;
- (i) not to smoke on the Property, including all guest rooms and communal spaces, decks, poolside and outdoor areas, except in the designated area outside the front gate;
- (j) not to use the Property for parties and gatherings;
- (k) to not have pets on the Property without prior written permission;
- (l) to abide by the Noise and Good Neighbour Policy highlighted in clause 6.
- (m) to leave the Property in the same condition as found, returning all furniture and styling pieces to their original location; and
- (n) not to nail, stick, screw, staple or fix anything to any wall, door or other surface or part of the building.
- (o) not to drive or park any vehicle on the grassed area at any time

(p) to advise SC of any damage or similar and non-working facilities found on the Property upon arrival

(q) to advise SC of any damage occurring over the duration of the stay within 24 hours of it occurring

(r) not to light or use candles in or around the property at any time

##### *5.2 Guest Facilities*

(a) The Guest must contact management immediately with the 24 hour emergency contact number, in the event of an emergency.

(b) Free internet connection is available to all Guests. The connection of the internet during the Booking is not guaranteed and may be disrupted or unavailable without notice.

(c) Under no circumstances are motorbikes, dirt bikes, quad bikes, use of firearms or air rifles, fireworks allowed on the Property premises.

(d) All sporting and leisure equipment that is available to use or rent at the Property must be securely stored and returned in the same condition. Lost, stolen or damaged goods will incur costs in accordance with the Costs Schedule or those of the third-party supplier. The Guest agrees that it is responsible for the use of and return of any and all equipment from a third-party supplier and SC does not accept liability for these goods, including the cost of repair, replacement or return.

(e) It is the responsibility of the Guest to ensure that any third parties engaged to provide services at the Property, including but not limited to caterers, beauticians and massage therapists, are informed of these terms and conditions, and hold appropriate Public Liability insurances. SC accepts no liability for any third-party services, including those which may have been recommended or referred by SC.

(f) All personal Property left behind is the sole responsibility of the Guest who must either arrange payment for post or delivery or collect the item from the Property.

(g) The Guest acknowledges the Property may be visited by wildlife including, but not limited to rodents, insects, cockroaches, kangaroos, wombats, deer, bandicoots, snakes and spiders, and agrees SC is not responsible for the natural and surrounding habitat.

(h) SC does not accept liability or loss caused by failure of equipment and/or services out of

our control, including, but not limited to, water, electricity, gas and internet. In the event of a failure, the Guest should notify our team in the first instance. Any problems that arise during the rental period that do not constitute an emergency as determined by management, will be remedied at any time during or after the rental period, at the sole discretion of the management.

(i) SC reserves the right to enter the Property at any time, without notice, to protect and/or undertake maintenance of the Property. SC will give notice to the Guest wherever possible.

### *5.3 Reviews and Social Media*

(a) We encourage our Guests to tag @simpsoncottage when posting during their stay at the property, and unless you expressly object, we may tag you in some of our posts on matters of interest or repost your images on our accounts.

(b) Where, upon request, you provide us with images of you or others, taken during your stay at the Property, unless you expressly object, you agree to release and hold us harmless for any liability in relation to the images which we may use for our marketing material or for promotional purposes.

(b) Guests agree testimonials we have received from other guests received by us are indicative of that guest's experience at the Property and may not necessarily be typical. You recognise and agree these are not a guarantee of the experience you will have at the Property, though we do our best to ensure every Guest is satisfied.

(b) In the event you experience any issues or problems during your stay, you agree to give SC the opportunity to rectify the situation prior to leaving negative reviews that may be published in the public domain, and which may be damaging to our reputation.

(c) Guests agree that upon leaving a review they consider the regulations regarding false statements under the Competition and Consumer Act 2010 (NSW), and pursuant to the Defamation Act 2005 (NSW), which allows for anyone who has had damaging material published about them or which may cause injury to their business, to take legal action against authors.

## **6. NOISE AND GOOD NEIGHBOUR POLICY**

### *6.1 Noise*

You acknowledge that parties and gatherings are strictly prohibited at SC without prior permission from management, and that all noise shall be kept indoors after 10pm and prior to 8am. Excessive noise, music and any other form of disturbance to neighbours and other SC Guests is prohibited at all times, and may result in an eviction without refund. Additionally, where SC staff, security guards or the police attends the Property to deal with noise complaints or excess Guests, or where a complaint has been received from the neighbours during or after your stay, you will be charged a fine in accordance with the Costs Schedule. Evidence of a party or function found after the Guests have checked out shall result in an additional charge.

### *6.2 Neighbours*

A 'good neighbour' policy shall be enforced at SC. You acknowledge that SC will be treated with as much care as your own residence, and that it shall be left in the same condition as when you arrived. Behaviour exhibited by you and/or other Guests that is disrespectful of and disruptive to neighbours, traffic flow or the community, or which prompts complaints to the SC management from the police, local council or neighbours shall not be tolerated and may result in a fine or eviction. You and other Guests agree to abide by all applicable parking restrictions and limitations.

## **7. COSTS AND DAMAGES**

### *7.1 Security Bond*

All Bookings will require a credit card pre-authorisation for a refundable Security Bond in the amount of \$1000. The bond will be retained until an inventory and inspection has been completed at check-out, with the cost of repair or replacement of property to be deducted from your Security Bond. The remainder shall be refunded to you within 7 days. You remain responsible for, and will be charged for any damage, or cost of repair or replacement in excess of the Security Bond.

### *7.2 Assessment and Repair*

(a) The Guest acknowledges that breaching the obligations or any terms of this Agreement may result in fees as outlined in the Costs Schedule and/or any other associated consequences of the breach.

(b) All damages, breakages or losses to the Property, furniture and furnishing are to be reported immediately to management. To avoid being charged for any damage not caused by the Guest, such faults or breakages should be brought to SCs attention immediately following check-in.

(c) Following a final inspection and assessment after check-out, the Guest agrees SC is permitted to deduct the fees from the Security Bond and to charge the Guest's credit card for any fees over and above that amount, in accordance with the Costs Schedule and at SC's sole discretion upon determination.

## **8. PRIVACY**

We agree to comply with the Privacy Policy, the Privacy Act 1988 (Cth) and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use, and disclosure of information about identifiable individuals (Personal Information) held by or on behalf of the Guest to the extent that they are legally obligated to comply with these laws. Please also refer to the privacy policy of our online booking system

## **9. ASSUMPTION OF RISK**

You agree to be responsible for any damage to the Property or equipment which you may cause due to negligence.

You hereby waive and release, indemnify, hold harmless and forever discharge SC and its agents, employees, officers, directors, affiliates, successors and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that you ever had or may have, arising from or in any way related to your usage of and/or stay in the SC properties, or any activities that you may have partaken in on the premises of SC, provided that this waive of liability does not apply to any acts of gross negligence, intentional or wilful misconduct.

You assume any risk, and take full responsibility and waive and of personal injury; death, damage, or loss of personal Property, associated with SC, including but not limited to using the property in any manner, form or fashion, and participating and/or engaging in any activities on and off the premises.

## **10. LIMITATION OF LIABILITY**

### *10.1 Total Liability*

To the fullest extent permitted by law (and to the extent permitted under Australian Consumer Law), the total liability of SC under or in connection with this Agreement in respect of all Claims (if any) is limited to the Fees paid or payable for the Booking and in any event, will never exceed the available proceeds of the professional indemnity and/or public liability insurance coverage of SC (as varied from time to time) or the fees paid to SC by the Guest, whichever is the lesser amount.

### *10.2 Consequential Loss*

In no case shall SC, its officers, employees, affiliates, agents, contractors, or licensors be liable for any Consequential Loss arising from the Guest's use of, or reliance on the Services, the Website and/or content or information provided in the Property or in information brochures in the Property including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services, even if advised of their possibility.

### *10.3 Australian Consumer Law*

Further, nothing in this Agreement is intended to limit any Australian Consumer Law guarantees or warranties that may apply to the Services and that cannot be excluded.

## **11 DISPUTE RESOLUTION**

If a dispute arises out of or relates to this Agreement, a party must not commence any court or other proceedings relating to the dispute unless it has first issued a written notice to the other party specifying the nature of the dispute. Upon receipt of the notice by the other party, the parties must endeavour to resolve the dispute within twenty-one (21) days using informal dispute resolution techniques including settlement discussions and mediation. If the dispute cannot be resolved, then the parties shall be free to pursue any right or remedy available to them under applicable law. Nothing in this Agreement will prejudice the right of a party to institute proceedings to enforce payment due under this Agreement or to seek urgent injunctive or declaratory relief in respect of a dispute or any matter arising under this Agreement.

## 12 GENERAL

### 12.1 Severability

If any provision or part of this Agreement is void or unenforceable for any reason, then that provision or part will be severed from this Agreement and the rest of this Agreement shall be read as far as possible as if the severed provision or part had never existed.

### 12.2 Entire agreement and variation

The parties agree that:

(a) this Agreement is the entire agreement between SC and the Guest in respect of this arrangement and supersedes any other communication or understandings (whether written or oral) between SC and the Guest in that regard; and

(b) any changes to this Agreement must be agreed in writing between SC and the Guest prior to the changes coming into effect.

### 12.3 Governing law and Jurisdiction

(a) This Agreement is governed by the laws applicable in the state of New South Wales and the parties agree to irrevocably submit to the exclusive jurisdiction of the courts of that State.

(b) SC operates in accordance with the guidelines set out for Kiama Municipal Council Short Term Rental Accommodation. All guidelines must be adhered to or can result in eviction from the Property.

## SCHEDULE OF COSTS FOR DAMAGES

1. Security Bond - See clause 7.1 - \$1000
2. Late Check-Out A late check out past 1000 will result in the Guest being charge - \$50 per hour
3. Use of a Sofa Bed Where a port-a bed is required - \$100
4. Lost key/ Call-out fee for Re-entry or Rekeying - A service fee of applies if a set of duplicate keys are required by a Guest. Guests must not break into, or attempt to break into, premises when locked out. Keys should be returned as per instructions provided. Should the keys not be returned, the Guest will be liable for any charge incurred in gaining entry and/ or replacing keys and changing locks if necessary - \$50/ cost to change lock
5. Linen: Where linen has been soiled or damaged such that it may not be restored to its original condition with steam cleaning - Cost to replace

6. Plumbing /electricity: Where it is determined that the Guest has caused a plumbing or electricity issue that requires a tradesperson - Invoice Cost

7. Call-out fee for SC - Where SC or any member of the SC team be called to the Property and the issue is deemed to be caused by the Guest, equipment owned by the Guest or because the Guest has not followed instructions - \$110

8. Call-out fee for tradesperson to fix an issue caused by the Guest. Where a tradesperson be called to the Property and the issue is deemed to be caused by a guest - invoice cost

9. Guest, equipment owned by a Guest or because a Guest has not followed instructions - Invoice Cost

10. Credible noise complaint by neighbours. Failure to abide by the Noise policy in clause 6 - \$500 per offence

11. Police/ Security called to Property: Failure to abide by clause 6 or in other instances where police or security attends the Property - \$500 per offence

12. Repair/ replacement if there is damage to the Property: Where any item (electronic or not) within the Property or part of the Property has been maliciously, deliberately or negligently damaged by the Guest - Cost to repair/ replace

13. Steam Cleaning of carpets, furnishings, linens etc if evidence of pets in Property (on furniture or in/ on beds): Where the carpets, furnishings or linen within the Property has been soiled or damaged to the extent that may require extensive cleaning or where there is evidence of pets having been in the Property - Cost to steam clean/ cost of repair or replacement

14. Evidence of Smoking: Where there is evidence of smoking within the Property, such as traces of residual smoke, anywhere other than the outside the front gate - \$250 + any additional cleaning costs

15. Cleaning of Property where left in extremely dirty conditions: Where any part of the Property has been left in extremely dirty conditions - Cost to clean

16. Sports & Leisure Equipment : Any damage or loss to goods belonging to SC will equate to the cost of repair or replacement - Cost to repair/ replace

## Payment Policy

### 3. PAYMENT

(a) The Guest will pay SC the Fees at the rate and in the manner specified in the Booking.

(b) The Guest agrees to pay the 50% Deposit and any applicable booking fee due at time of booking where the Guest has booked the Property for exclusive use. The remaining 50% is due twenty one (21) days prior to the check-in date.

(c) The Guest acknowledges that the check-in details will not be provided unless the full payment has been paid and provided up to 24 hours prior to arrival.

(d) SC only accepts payment by Credit Card and bank transfer (Visa and Mastercard payments only).

(e) A credit card pre-authorisation will be held on all Bookings as a Security Bond for the Guest's Booking. Valid credit card details will be held as Security Bond for the Booking. For more details on the Security Bond, please refer to clause 5.

## Cancellation Policy

### 4. CANCELLATIONS, RE-SCHEDULE & REFUNDS

#### 4.1 Exclusive Use

(a) No cancellations are accepted on the day of arrival or after check-in. The Guest will be charged the total of the reserved stay under all circumstances.

(b) There will be no refund for the Deposit paid at the time of booking.

(c) The Guest shall only receive a refund where the dates are rebooked by SC to another Guest for the same value.

#### 4.2 General

(a) A Booking may be cancelled due to force majeure, terrorism, natural disasters, political instability or other external events making it unviable for us to uphold the Booking. Where your Booking has been varied or cancelled, we will use our best endeavours to provide an alternative that is substantially the same or as similar as practical to the original Booking, or voluntarily offer you a right to cancel or change a Booking via our booking system.

(b) You acknowledge that such a necessity may arise from time to time, and any offers of compensation, refunds or claims in respect of any such variations or cancellations will be limited to those outlined in the terms and conditions of the Agreement. Under

these circumstances, we will not be responsible for any incidental expenses that you may have incurred as a result of your Booking.

(c) SC reserves the right to refuse or grant refunds for the Services, pursuant to the Competition and Consumer Act 2010 (Cth). Any requests by the Guest for refunds must be detailed in writing and will only be considered when options for remedies or replacements have been exhausted.

By completing the Booking, the Guest will be deemed to have accepted this Agreement and acknowledges if they do not accept these terms and conditions, they must not proceed with the Services or payment for the Services.