

This Booking Agreement (**the Agreement**) is between S Larnach & T Larnach trading as Simpson Cottage ABN 47 685 846 417 (**Simpson Cottage**) and the guest/s named in the booking (**Guest**) made via Simpson Cottage's online booking system (**Booking**), for the holiday rental of the property located at 8 Simpson Road, Bundeena NSW 2230 (**the Property**).

IT IS AGREED AS FOLLOWS:

1. ACCEPTANCE

- (a) This Agreement includes Simpson Cottage's legal notices accessible on or via its website <https://simpsoncottage.com.au/> (**Website**) and any guidelines, codes of conduct, schedules, annexures, and attachments relating to this Agreement, provided with, or separately forming part of this Agreement.
- (b) This Agreement is subject to any current and future COVID-19 regulatory or legislative provisions enacted by the NSW or Federal Government of Australia in force at the applicable times. The Guest will be responsible to ensure they check all NSW and Federal Guidelines relevant and applicable upon entering into this Agreement (which may include those accessible at <https://www.health.gov.au/news/health-alerts/novel-coronavirus-2019-ncov-health%20alert> and <https://www.smartraveller.gov.au/>).
- (c) Simpson Cottage abides by, and this Agreement is subject to, the NSW Code of Conduct for the Short-term Rental Accommodation Industry (as amended from time to time) (**the Code**), which is accessible on the NSW Fair Trading website at https://www.fairtrading.nsw.gov.au/_data/assets/pdf_file/0012/925788/Code-of-Conduct-for-the-Short-term-Rental-Accommodation-Industry.pdf. The Guest agrees that they will comply with the Code.
- (d) By making the Booking using Simpson Cottage's online booking system 'STAAH', the Guest agrees to its terms and conditions accessible at <https://www.staah.com/terms-and-conditions.htm>.
- (e) **By proceeding with the Booking, the Guest will be deemed to have accepted this Agreement, therefore if the Guest does not accept these terms and conditions, they must not proceed with payment for the Booking.**

2. BOOKINGS

2.1 Registration

- (a) By making a Booking, the Guest consents to providing their personal information, and acknowledges that if they do not consent, Simpson Cottage may not be able to provide some or all of the services in relation to the Property contemplated by this Agreement (**Services**).
- (b) The Guest agrees that all information they provide to Simpson Cottage will be true, accurate, current, and complete. The Guest agrees that they are responsible for all information that they submit to Simpson Cottage, and that any errors or discrepancies in the confirmation documents must be brought to Simpson Cottage's attention within twenty-four (24) hours of making the Booking. The Guest acknowledges that if Simpson Cottage believes that the information provided by the Guest is false, inaccurate, or misleading, it may, at its sole discretion, suspend or terminate the Guest's access to the Property.
- (c) Bookings will not be confirmed until the Guest Registration Form provided by Simpson Cottage has been completed and returned by the Guest. For group Bookings, the Guest must include details of all their guests in the Guest Registration Form (**Registered Guests**) and obtain the consent of all Registered Guests for the disclosure of such information to Simpson Cottage. Only the Guest and Registered Guests (together **Guests**) will be permitted to occupy the

- Property during the period of the Booking.
- (d) Prior approval must be sought and given by Simpson Cottage management in writing where the number of Guests exceeds capacity, or the number stated in the Booking and/or Guest Registration Form. The use of additional beds other than the number of such Guests shall attract a fee per the **Schedule of Costs**.
 - (e) A minimum stay of seven (7) nights applies from mid-December to 31 January, A minimum of four (4) night applies to Easter, a minimum of three (3) nights apply to public holiday weekends and a minimum stay of two (2) nights applies for the rest of the year, with and One-night stays may be approved at the sole discretion of Simpson Cottage.

2.2 Payment

- (a) The Guest will pay Simpson Cottage all applicable fees, costs and amounts set out in the Website and/or the **Schedule of Costs (Fees)**, which may include the cleaning fee, at the rate and in the manner specified in the Booking.
- (b) A ten percent (10%) discount is available for Bookings made and paid within one (1) week of the commencement date of the Booking.
- (c) The Guest agrees to pay the fifty percent (50%) deposit and any applicable booking fee due at the time of making the Booking.
- (d) Subject to receipt of the completed Guest Registration Form, the Booking will be confirmed once the deposit has been paid and received by Simpson Cottage. The remaining balance of the accommodation rates and any other amounts payable in advance must be paid in full within fourteen (14) days of the commencement date of the Booking.
- (e) Simpson Cottage accepts payment by direct bank transfer and credit card only. A surcharge of one and a half percent (1.5%) applies for Visa and Mastercard transactions. The Client must call +61 413 275 453 to make payments via credit card. Overseas bank transfers are not accepted, and any overseas Guest must use a credit card facility.
- (f) Rates quoted are in Australian dollars and are subject to change at any time. GST shall be applied where applicable. In the rare circumstance that accommodation rates are increased after the Guest has made payment, the Guest will be notified and may either pay the difference or receive a refund of all money paid.

2.3 Security Bond

- (a) All Bookings will require a refundable security bond to be provided, either by a credit card pre-authorisation or cash (**Security Bond**). The amount of the Security Bond will differ per the **Schedule of Costs** depending upon whether it is provided by credit card pre-authorisation or cash.
- (b) If the Security Bond is to be provided by credit card pre-authorisation, a Security Bond form is required to be completed and returned by the Guest no less than seven (7) days prior to the commencement date of the Booking.
- (c) The Guest must inform Simpson Cottage via email if they wish to pay the Security Bond via cash instead.
- (d) The Security Bond will be retained until Simpson Cottage receives the Guest's departure inspection report. The cost of repair or replacement of any property will be deducted from the Security Bond, and the remainder will then be refunded to the Guest within seven (7) days.
- (e) Following a final inspection and assessment after check-out, the Guest agrees Simpson Cottage is permitted to deduct any outstanding Fees from the Security Bond and to charge the Guest for any Fees over and above that amount, in accordance with the **Schedule of Costs** and at Simpson Cottage's sole discretion upon determination. The Guest understands that Simpson Cottage is not required to undertake the inspection or assessment in the presence of the

Guest.

2.4 Cancellations, Refunds and Termination

- (a) Simpson Cottage reserves the right to terminate this Agreement or refuse to provide the Services or access to the Property to any persons or Guests on the exclusion register accessible via <https://www.fairtrading.nsw.gov.au/>, as outlined in the Code. Guests who are on the exclusion register and enter into this Agreement or stay at the Property may incur a penalty under section 54C of the *Fair Trading Act 1987* (NSW) (**the Act**).
- (b) Cancellations made more than ninety (90) days prior to the commencement date of the Booking will incur a twenty percent (20%) cancellation or handling fee.
- (c) Cancellations made between thirty (30) days and ninety (90) days prior to the commencement date of the Booking will incur a fifty percent (50%) cancellation or handling fee.
- (d) Cancellations made less than thirty (30) days prior to the commencement date of the Booking will incur a one hundred percent (100%) cancellation or handling fee.
- (e) The Guest shall not receive any refund on the basis the Property is deemed unsuitable for children or any other reason after check-in.
- (f) Subject to **clauses 2.4(b), 2.4(c) and 2.4(d)**, cancelled Bookings will only be refunded where an alternative guest has booked the Property for the same period at the same or greater rate.
- (g) If there are extenuating circumstances, including illness in connection with any request to cancel or change the dates of a Booking, Simpson Cottage may in its absolute discretion and subject to availability, offer to change the scheduled dates of the Booking. Simpson Cottage may first require the Guest to provide reasonable proof of the relevant circumstances.
- (h) Simpson Cottage reserves the right to vary or cancel the Booking where any situation arises that renders the Booking impractical, unsafe or unable to be fulfilled, which may include, but is not limited to, damage to the Property, force majeure, terrorism, natural disasters, pandemics, political instability or other events or circumstances which make it unviable for Simpson Cottage to uphold the Booking. Where the Booking has been varied or cancelled by Simpson Cottage, Simpson Cottage will use its best endeavours to offer acceptable alternative accommodation to the Guest that is as far as practical and feasible, substantially similar to the Property, or offer the Guest the right to cancel or change the Booking failing which the Deposit shall be refunded, but no other claim, right, action or demand shall exist in or be made by either party.
- (i) Simpson Cottage reserves the right to refuse or grant refunds for the Services pursuant to the Australian Consumer Law as provided in 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.
- (j) The Guest acknowledges and agrees where the Booking is terminated pursuant to a breach of this Agreement, the provisions of **clause 6(f)** apply.

2.5 Bookings and COVID-19

- (a) The Guest acknowledges that Simpson Cottage uses a professional cleaning team that uses high-grade alcohol-based products to eliminate the risk of contamination and the spread of viral or bacterial residue at the Property.
- (b) The Guest acknowledges, due to COVID-19, some facilities at the Property may be restricted and Guests may be subject to certain mandatory guidelines as required, including those set out in **clause 2.5(c)**.
- (c) All Guests are responsible for taking any necessary personal safety and hygiene

- procedures and are required to practice 'social distancing' where applicable.
- (d) A Booking may be varied or cancelled by Simpson Cottage in its absolute discretion if:
 - (i) the Booking is affected by COVID-19 government restrictions, health alerts or guidelines, including if any such restrictions prevent Guests' travel to or stay at the Property; or
 - (ii) at any time including at or after the time of check-in, it appears to or is known by any member of the Simpson Cottage staff, that any Guests display or have flu-like symptoms, appears or are unwell or express that they are feeling unwell.
 - (e) Where a Booking has been varied or cancelled under **clause 2.5(d)**, Simpson Cottage may offer the Guest the right to reschedule all or part of the Booking (as applicable) to commence no sooner than fourteen (14) days after and up to twelve (12) months from the date the original Booking was due to commence. Alternatively, Simpson Cottage may, in its absolute discretion, offer the Guest a credit of the total amount paid towards a future booking.
 - (f) The Guest acknowledges and agrees that if the circumstances referred to in **clause 2.5(d)** arise, any offers of compensation, refunds or claims in respect of any such variations or cancellations will be limited to those provided under this Agreement. Under these circumstances, Simpson Cottage will not be responsible for any incidental expenses that Guests may have incurred as a result of or in connection with the Booking.

2.6 Check-Ins and Check-Outs

- (a) Check-in is available from 15:00 pm on the day of arrival. The Guest will be provided with check-in details by email twenty-four (24) hours prior to arrival if full payment under **clause 2.2(d)** has been received by Simpson Cottage.
- (b) The latest check-out time is strictly 10:00 am on the day of departure, after which a late check-out fee may apply.
- (c) Check-in and check-out times are strict unless otherwise prior agreed by Simpson Cottage. Any request by the Guest for changes to the check-in and/or check-out times must be made at the time of Booking. Any agreement by Simpson Cottage is subject to availability and additional Fees apply.
- (d) Where the Property is found in an unclean or damaged state or where facilities are not working at the time of check-in, the Guest must promptly notify Simpson Cottage and allow Simpson Cottage or any of its staff to access the Property for the purposes of inspection and, if necessary, cleaning or repairing of damage.
- (e) Simpson Cottage is not liable for alternative accommodation or any other costs that may be incurred by the Guest where they fail to make full payment in the allocated time under **clause 2.2(d)** or fail to complete the check-in procedure in any other way.

2.7 Keys

- (a) The keys for the Property are located in a lockbox, the code for which shall be provided to the Guest by Simpson Cottage in the emailed check-in details. If the code is changed for any reason after being provided to the Guest, the new code shall be sent via SMS prior to arrival.
- (b) If the Guest locks keys inside the Property or the original set of keys are lost, the Guest may be liable in accordance with the **Schedule of Costs**.
- (c) Upon the Guest vacating the Property, the keys must be immediately returned to the lockbox. If any key is not returned at check-out, the Guest may be liable in accordance with the **Schedule of Costs**, and unauthorised copying and knowing retention of the keys or other instruments that allow for access to the Property will constitute an offence under the Act.

2.8 Children, Visitors and Groups

- (a) The Booking accommodates a maximum of six (6) Guests. Where Guests exceed the capacity, this Agreement will be terminated immediately, and Guests will be required to vacate the Property.
- (b) Children under the age of twelve (12) are permitted as Guests only when accompanied by their parent or legal guardian. The accommodation prices for children are included in the standard rate and refer to using existing bedding.
- (c) The Guest acknowledges that there may be steps or balconies on the Property and that no baby gates or stair barriers will be available.
- (d) Visitors of Guests on the Property must be family members, friends, other responsible adults at least twenty-one (21) years of age, or otherwise accompanied by their parent or legal guardian.
- (e) The Guest acknowledges and agrees that they are responsible for all acts and omissions of visitors to the Property during the Booking and must ensure that visitors comply with **clause 5** as if they were a Guest.
- (f) Simpson Cottage does not accept reservations for 'Schoolies' or bookings from anyone under the age of twenty-one (21).
- (g) Children must be supervised at all times, especially around roads, driveways, bunk beds, gardens, beaches, barbeques, fireplaces, fireplace external casings, bays, steps, balconies, and cleaning chemicals.
- (h) Any use by children of the bunk beds available in the Simpson Cottage is at the discretion of parents or guardians or other adult Guests.
- (i) Simpson Cottage is not responsible for any person, including children, who are Guests or visiting the Property.

3. GUEST OBLIGATIONS

3.1 Permitted Use

The Guest agrees:

- (a) to be an occupant of the Property for the entire duration of the Booking;
- (b) not to sublet or allow unregistered persons to stay at the Property;
- (c) they are responsible for all persons staying at or visiting the Property (including Registered Guests), must ensure that they comply with all applicable terms and conditions of this Agreement as if they were a party to this Agreement, and agrees that any breach of this Agreement by any such person shall be deemed to be a breach by the Guest;
- (d) to comply with all applicable laws and regulations;
- (e) to co-operate with Simpson Cottage and abide by this Agreement during their stay at the Property;
- (f) not to use the Property for any purpose other than the approved purpose as set out in this Agreement;
- (g) to close and lock doors and windows in the house, garage and gazebo at check-out and when the Guests are not present at the Property to prevent theft of or damage to furnishings or the Guests' personal property and to contact Simpson Cottage immediately where they are not able to secure the Property;
- (h) to switch off or put out wood or gas fires entirely when the Guests leave the Property, even where they are not present for short periods of time;
- (i) to have completed the following at check-out: wash and put away clean dishes; empty the dishwasher; turn off hot water in the house and garage; turn floor heating to the lowest setting; switch off lights; turn off gas bottles for the barbeque; turn off all electrical appliances (except the fridge); turn off the pinball machine; ensure no taps have been left running; put rubbish in the council bins; advise Simpson Cottage of any empty gas bottles; leave cash for payment of the cleaning Fee (as provided in the **Schedule of Costs**) in the cutlery drawer; leave unused local café and shop tokens in the jar; close all

gates; turn on the deer sprinkler; and pay for wine if applicable. Failure to complete any of the foregoing may result in a penalty in accordance with the

Schedule of Costs;

- (j) not to break into or attempt to break into the Property when locked out;
- (k) not to engage in conduct that contravenes criminal law, planning laws, or any by-laws and terms which apply to the Booking, which may include using the Property for any criminal activity, such as online criminal activities, and acknowledges Simpson Cottage will cooperate with any investigation of alleged criminal activity at the Property during or after the stay;
- (l) not to wear high heeled shoes inside the Property at any time;
- (m) not to smoke on the Property, which may include inside the Property or within the grounds of the Property;
- (n) not to use the Property for parties, functions, and gatherings without prior written permission. Such events without prior written permission shall incur a penalty as stipulated in the **Schedule of Costs;**
- (o) not to have pets on the Property without prior written permission. If unauthorised pets are found on the Property, the Guest will be liable for any additional cleaning charges;
- (p) to abide by the Noise and Good Neighbour Policy highlighted in **clause 5;**
- (q) to leave the Property in the same condition as found, returning all furniture and styling pieces to their original location;
- (r) not to light or use candles in or around the Property at any time;
- (s) not to nail, screw, staple or fix anything to any wall, door or other surface or part of the building;
- (t) not to drive or park on the grassed area at any time. Such events shall incur a penalty as stipulated in the **Schedule of Costs;** and
- (u) not to park on driveways. Additional Fees shall apply per the **Schedule of Costs** where complaints are received.

3.2 Guest Facilities

- (a) The Property is equipped with towels and other linen.
- (b) Free internet connection, TV connection, and Apple TV may be available to the Guests. The connection of the internet or TV during the Booking is not guaranteed and may be disrupted or weak or unavailable without notice.
- (c) Under no circumstances are motorbikes, dirt bikes, quad bikes, firearms or air rifles, or fireworks allowed on the Property.
- (d) Guests are responsible for ensuring that any third parties engaged to provide services at the Property, which may include but is not limited to caterers, beauticians and massage therapists, are informed of this Agreement, and hold appropriate public liability insurance. Simpson Cottage accepts no liability for any third-party services, which may include those which have been recommended or referred by Simpson Cottage.
- (e) The Guest acknowledges that it shall treat Simpson Cottage with as much care as if it was the Guest's own residence and that it shall be left in the same condition as when the Guest arrived.
- (f) All personal property left behind at the Property is the sole responsibility of the Guest who must send a self-addressed parcel to the Property, arrange for Simpson Cottage to post or deliver the item, or collect the item from the Property. Where the Guest opts for Simpson Cottage to post or deliver the item, an administrative fee is applicable per the **Schedule of Costs** in addition to postage costs.
- (g) The Guest acknowledges the Property may be visited by wildlife which may include, but is not limited to rodents, insects, cockroaches, kangaroos, deer, bandicoots, wombats, snakes, and spiders, and agrees Simpson Cottage is not

- responsible for and has no control over the natural and surrounding habitat.
- (h) The Guest may use the fireplaces and the barbeque during their stay, subject to Simpson Cottage's Fire Safety Guidelines. The fireplaces must be operated by adults over the age of eighteen (18) only. Simpson Cottage strongly recommends that the fireplaces should not be operated when children are staying at or visiting the Property. Any operation of the fireplaces is at the Guests' own risk and Simpson Cottage is not responsible for any damage, injury or harm that may occur from usage of the fireplaces, including failure to supervise children.
 - (i) Guests may use the nearby bay and beach subject to Simpson Cottage's Water Safety Guidelines and Code of Conduct.
 - (j) The Guest agrees the use of the beach and bay near the Property is subject to **clause 8**.

3.3 Access to Property

Simpson Cottage and/or its authorised third parties may require access to the Property during the period of the Booking as follows:

- (a) for repair and/or servicemen during reasonable hours as arranged, or at any time in emergency situations, to conduct any repairs, maintenance or service. Where the Guest requests a service call and is not present to provide access, the applicable service call-out fee will be payable;
- (b) for prospective purchasers to view the Property where the Property is being offered for sale; and
- (c) by Simpson Cottage to protect and/or undertake maintenance of the Property as required.

Simpson Cottage will give notice to the Guest wherever possible.

4. DAMAGES AND REPAIR

- (a) The Guest is responsible for and will be charged for, any damage, or cost of repair or replacement in excess of the Security Bond. Where the value of the damage or cost of repair or replacement caused by the Guest exceeds the Security Bond amount, Simpson Cottage is entitled to recover this as a debt immediately due and payable from the Guest responsible for the Booking, which may include any administration fees pursuant to the **Schedule of Costs**.
- (b) The Guest acknowledges that breaching any terms or conditions of this Agreement may result in the Guest becoming liable for payment of Fees as outlined in the **Schedule of Costs** and/or any other associated consequences of the breach as outlined in this Agreement.
- (c) Simpson Cottage does not accept liability for any loss caused by failure of equipment and/or services out of its control, which may include, but is not limited to, Apple TV, TV, water, electricity, gas, and internet. In the event of a failure, the Guest should notify Simpson Cottage in the first instance.
- (d) Repairs, maintenance or service reported and requested by the Guest that has been deemed necessary by Simpson Cottage, will be affected as soon as practicable. However, if due to unforeseen circumstances, it may not be possible to guarantee immediate repairs.
- (e) All damages, breakages or losses to or at the Property, including fittings, fixtures, furniture and furnishings, are to be reported within twenty-four (24) hours to Simpson Cottage. To avoid being charged for any damage not caused by the Guest, any faults, damages or breakages as at the time of check-in should be brought to Simpson Cottage's attention immediately following check-in.

5. NOISE AND NEIGHBOURS

5.1 Noise

- (a) The Guest acknowledges that parties, functions and gatherings are strictly

prohibited without prior permission under **clause 3.1(n)**. Evidence of a party, function or gathering found after the Guest has checked out shall result in an additional charge as provided in the **Schedule of Costs**.

- (b) All noise must be kept indoors after 22:00 hours and prior to 08:00 hours.
- (c) Excessive noise, music and any other form of disturbance to neighbours of the Property is prohibited at all times and may result in eviction and termination of the Booking without refund.
- (d) Where Simpson Cottage staff, security guards or the police attend the Property to deal with noise complaints or excess Guests, or where a valid complaint has been received from the neighbours during or after the Booking, the Guest will be charged a fine per the **Schedule of Costs**.
- (e) If a noise complaint is received, a first warning will be given. If a second complaint is received, the Guest will be immediately evicted from the Property and the Booking terminated with no refund.
- (f) The Guest acknowledges that creating noise which because of its level, nature, character, or quality, or the time it is made, is likely to harm, offend, or unreasonably disrupt or interfere with the peace and comfort of neighbours of the Property and other occupants of the Property may also be an offence under the Act.
- (g) Simpson Cottage is not liable for any disturbance, noise or inconvenience that the Guest may experience from neighbours of the Property or nearby renovation or building work.

5.2 Neighbours

- (a) A 'good neighbour' policy shall be enforced at Simpson Cottage.
- (b) Behaviour exhibited by the Guests that is violent or threatening, may cause alarm or distress, interferes with the use or enjoyment of common property by neighbours, intentionally, recklessly or negligently causes damage to the premises, any common property or facilities or personal property of neighbours, may incur a penalty under the Act.
- (c) Behaviour exhibited by Guests that is disrespectful of and disruptive to neighbours, traffic flow or the community, or which prompts complaints to Simpson Cottage from the police, local council or neighbours, shall not be tolerated and may result in a fine and/or eviction and termination of the Booking without refund.
- (d) If any Guests' or a visitor's behaviour results in any dispute or complaint, the Guest must notify Simpson Cottage as soon as possible; failure to do so may result in a penalty under the Act.

6. REVIEWS AND SOCIAL MEDIA

- (a) Simpson Cottage encourages the Guests to tag @simpsoncottage when posting during their stay at the Property, and unless expressly objected to, Simpson Cottage may tag the Guests in some of its posts on matters of interest or repost their images on its accounts.
- (b) Where, upon request, the Guests provide Simpson Cottage with images of themselves or others, taken during their stay at the Property, unless they expressly object, they agree to release and hold Simpson Cottage harmless from any liability in relation to the images which it may use for its marketing material or promotional purposes.
- (c) The Guest agrees that any testimonial Simpson Cottage has received from any other guest is indicative of that guest's experience at the Property and may not necessarily be typical. The Guest acknowledges and agrees that testimonials are not a guarantee of the experience they will have at the Property, though Simpson Cottage does its best to ensure every guest is satisfied.
- (d) In the event the Guest experiences any issues or problems during their stay at

the Property, they agree that if the issue or problem relates to:

- (i) alleged contraventions of the Code, criminal law or civil penalty provisions, or planning laws and by-laws by Simpson Cottage, it must be addressed through the proper process outlined in section 3 of the Code; and
 - (ii) other matters, it must be resolved via the internal dispute resolution process under **clause 10** and may be subject to the obligations of confidentiality under **clause 7**, and the Guest agrees to give Simpson Cottage 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 the reputation of Simpson Cottage.
- (e) The Guest agrees that prior to leaving a review, they will consider the potential implications under the *Competition and Consumer Act 2010* (Cth) and the *Defamation Act 2005* (NSW) of making false and/or misleading statements and the potential for a claim for damages and other remedies where a person's reputation has been harmed by the publication of defamatory matter.
- (f) The Guest acknowledges and agrees that they will be prohibited from publishing a review on any public forum if the Booking has been terminated for a breach of this Agreement and that any disputes or feedback will be directly raised with or provided, as applicable, to Simpson Cottage and may be subject to the obligations of confidentiality under **clause 7**.

7. CONFIDENTIAL INFORMATION AND PRIVACY

7.1 Obligations with respect to Confidential Information

A recipient of confidential information:

- (a) may use the confidential information only for the purposes of this Agreement or with the prior consent of the discloser (which may be given or withheld at the discloser's absolute discretion);
- (b) must keep confidential all confidential information except:
 - (i) for disclosure permitted under this **clause 7**; and
 - (ii) to the extent (if any) the recipient is required by law to disclose such confidential information; and
- (c) must cease to use and destroy or return all confidential information immediately upon request.

7.2 Privacy

Simpson Cottage agrees to comply with 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 that can identify individuals, or make them reasonably identifiable (**Personal Information**), in relation to all Guests' Personal Information collected by Simpson Cottage, to the extent that it is legally obligated to comply with these laws. The Guest should also refer to Simpson Cottage's Privacy Policy on the Website.

7.3 Confidential Information

In this **clause 7**, confidential information includes:

- (a) this Agreement;
- (b) all information relating to or concerning any issues, problems, disputes, and feedback as contemplated by **clauses 6(d)** and **6(f)**;
- (c) all Personal Information held by Simpson Cottage relating to Guests; and
- (d) all information relating to Simpson Cottage including its affairs and business, the Property and the Services,

but excludes information:

- (e) which is in the public domain at the date of this Agreement or becomes part of

- the public domain after the date of this Agreement without any breach of this Agreement or other obligation of confidence;
- (f) which the recipient can prove was already known to them at the time of disclosure by the disclosing party (other than if such knowledge arose from the disclosure of confidential information in breach of the obligation of confidentiality); or
 - (g) which the recipient acquired from a third party entitled to disclose it.

8 ASSUMPTION OF RISK

- (a) The Guest acknowledges and agrees if at any time any weather conditions or other circumstances have occurred that may make usage of the beach or the bay unsafe for any Guests or visitors, the Guest will ensure that they immediately discontinue any usage.
- (b) The Guest understands that usage of the fireplaces, the barbeque, the beach or the bay may cause serious or grievous injuries, which may include drowning, burning, injury and/or death. The Guest assumes all risk, and takes full responsibility for any illness (which may include but is not limited to contracting or spreading infectious disease) that may occur, personal injury, death by drowning or otherwise, damage or loss of personal property or losses of any kind whatsoever arising out of, attributable to, caused by, or resulting from the usage of the beach, the bay, the fireplaces, the barbeque or any other part of the Property and/or stay, associated with Simpson Cottage, which may include but is not limited to using the Property or any part of it in any manner, and participating and/or engaging in any activities at the Property.
- (c) The Guest hereby waives and releases, indemnifies, holds harmless and forever discharges Simpson Cottage and its current and/or former agents, employees, officers, directors, affiliates, successors and trustees from and against any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind or nature, whether known or unknown, in law or equity, that they ever had or may have, arising from or in any way related to their usage of the beach, the bay, the fireplaces, the barbeque and/or their stay at the Property, or any activities that they may have partaken at or away from the Property and its premises, provided that this waiver of liability does not apply to any acts of gross negligence, intentional or wilful misconduct by Simpson Cottage.

9 LIMITATION OF LIABILITY

9.1 Total Liability

To the fullest extent permitted by law (including the Australian Consumer Law), the total liability of Simpson Cottage under or in connection with this Agreement in respect of all claims (if any) is limited to the lesser of all amounts actually paid to Simpson Cottage, and all amounts paid or payable for the Booking, and in any event shall not exceed the available proceeds of the professional indemnity and/or public liability insurance coverage of Simpson Cottage at the relevant time.

9.2 Consequential Loss

In no case shall Simpson Cottage, its officers, employees, affiliates, agents, contractors, or licensors be liable for any consequential loss arising from the Guests' use of, or reliance on, the Property or Services, and/or any content or information (including regulatory or legislative) provided at the Property or in information brochures about 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 Simpson Cottage.

9.3 Australian Consumer Law

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.

10 DISPUTE RESOLUTION

The parties must use reasonable endeavours to resolve all disputes through negotiation. If the dispute cannot be resolved through negotiation between the parties within twenty-one (21) days of the dispute arising, either party may commence mediation proceedings.

11 GENERAL

11.1 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.

11.2 Entire Agreement and Variation

The parties agree that this Agreement is the entire agreement between Simpson Cottage and the Guest in respect of this arrangement and supersedes any other communication or understandings (whether written or oral) between Simpson Cottage and the Guest in that regard and any changes to this Agreement must be agreed in writing between Simpson Cottage and the Guest prior to the changes coming into effect.

11.3 Governing Law and Jurisdiction

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.

11.4 Joint and several

Where the Guest is two or more persons:

- (a) any agreement, representation, warranty or indemnity given by them binds each person jointly and severally; and
- (b) any agreement, representation, warranty or indemnity in favour of them may be enforced by any of them.

11.5 Singular or plural

In this Agreement, words in the singular include the plural and vice versa, unless the contrary intention appears.

11.6 Survival

The provisions of **clauses 1, 6, 7, 8(c), 9, 11.3–11.5**, and this **clause 11.6** survive the expiration or termination of this Agreement and the fulfilment, expiry, cancellation or termination of any Booking.

11.7 Interpretation

In the event of any ambiguity, inconsistency or uncertainty in the interpretation of the terms and conditions set out in the body of this Agreement and any other documents or information comprising the Agreement as referred to in **clause 1(a)**, the Guest shall raise the ambiguity, inconsistency or uncertainty with Simpson Cottage to resolve and provide direction.

SCHEDULE OF COSTS

ITEM	TERMS	AMOUNT
Additional Beds Used	Where a port-a-bed or sofa bed has been used by the Guest	\$1000
Call-out fee for Medical or Emergency	Where Guests are admitted to hospital, require medical assistance or relocation, the Guest will be responsible to pay these costs	Invoice Cost
Call-out fee for Caretaker/ Simpson Cottage	Where the caretaker, Simpson Cottage or any member of the Simpson Cottage team is 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	Caretaker at \$50 (paid directly to them) Simpson Cottage team at \$150
Call-out fee for tradesperson to fix an issue caused by the Guest	Where a tradesperson is called to the Property and the issue is deemed to be caused by a Guest, equipment owned by a Guest or because a Guest has not followed instructions	Invoice Cost
Call-Out fee where Guest is not present	Where the Guest requests a service call and is not present to provide access	Invoice Cost
Change to Check-in or Check-out Times	Where the Guest requests at time of booking for check-in from 12:00pm and late check-out until 15:00pm. This is subject to availability	\$100
Cleaning of BBQ/ Oven	Where the BBQ or oven is left in extremely dirty condition	\$50 + Cost to clean
Cleaning of Property	The Guest must pay the cleaning fee for the stay, and additional fees where the Property has been left in extremely dirty condition	\$220 minimum (to be left in cutlery drawer) + additional cost to clean
Credible noise complaint by neighbours	Failure to abide by the Noise policy in clause 5.1	\$500 per offence + immediate eviction after the second noise complaint
Driving or Parking on the Grassed Area	Where there is evidence of the Guest parking or driving on the grassed area	\$100 + Cost to repair or replace
Evidence of Pets	Where the carpets, furnishings or linen within the Property has been soiled or damaged to the extent that they require extensive cleaning or where there is evidence of pets having been on the Property	Minimum of \$150 + Cost of cleaning/ Cost of repair or replace (The cleaner charges \$20 per stool found)
Evidence of Smoking	Where there is evidence of smoking within or on the Property, such as traces of residual smoke or cigarette butts	\$250 + any additional cleaning costs
Failure to Abide by the Code	Failure to abide by the Code where outlined in clause 2.4(a), 2.7(c), 5.1(f), 5.2(b) and 5.2(d) may incur a penalty under the Act	Penalty under section 54C of the Act

Failure to Complete Check-out Procedure	Where the Guest fails to complete the check-out procedure in clauses 3.1 (g) and (i)	Penalty of the partial or full Security Bond
Functions held on Property	Where unauthorised parties, functions or large group gatherings are held on the Property	\$1000 + penalty for credible noise complaints above
Late Check-Out	A late check out past 10:00am without prior request or late check out past 15:00pm, as approved and applicable, will result in the Guest being charged	\$50 per hour
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
Lost Key/ Call-out fee for Locksmith	If the Guest loses a key or locks a key inside the Property and requires access, a security call out fee will apply. If it is determined that replacement keys need to be cut, key barrels need to be replaced, or in secure complexes, re-keying is required, the Guest will be charged accordingly. Where a key has not been returned, the key will be taken to be lost.	\$50 if the caretaker is in town and is able to deliver the keys (paid directly to them) or \$150 for Simpson Cottage team + or cost to cut keys/ replace key barrels/ re-key
Parking on Driveways	Where the Guest parks on the driveways and Simpson Cottage receives a complaint	\$150 per offence
Plumbing /electricity	Where it is determined that the Guest has caused a plumbing or electricity issue that requires a tradesperson	Invoice Cost
Police/ Security called to Property	Failure to abide by clause 5.1 and 5.2 or in other instances where police or security attends the Property	\$500 per offence + any associated costs or fines incurred
Postage	Where the Guest leaves personal property in the Property and requires postage services. Alternatively, the Guest may send a self-addressed satchel to 8 Simpson Rd, Bundeena	\$25 administrate fee + postage costs
Repair/ replacement if there is damage to the Property	Where there is loss or damage to electrical items, floors and floor coverings, furniture and fittings, kitchen utensils, crockery, glassware, cutlery, any other items on the Property, and the Property, including smoke and ember damage from incorrect use of the fireplaces	Cost to repair/ replace
Security Bond	See clause 2.3. A credit card authorisation of \$1000 or cash bond of \$2000 will be required for the stay	\$1000 or \$2000 as applicable