

Terms and Conditions of Pengallie Boutique Accommodation

41 Langston Street, Bendigo. Victoria. 3550

1. DEFINITIONS

“Booking” means the period for which you have paid to stay at the property.

“Property” means Pengallie 41 Langston Street, Bendigo and all its fixtures, fittings and equipment.

“Management” means the owners and managers of the Property.

“Guests” means the persons who stay overnight in the Property during the booking.

“Visitor” means a person a Guest permits to visit the Property during the booking.

2. ACCEPTANCE AND RESPONSIBILITY

- Payment of the Deposit constitutes acceptance of these Terms and Conditions.

3. CHECK IN/OUT

- Check in time is not before 2pm on the arrival date and check out time is not later than 10am on departure date.
- Late departure is subject to prior arrangement and availability and extra charges will apply.
- You must notify Management of expected arrival time and a mobile contact number at least three days before arrival.
- Check in/check out and key return procedure will be as follows unless special arrangements have been made prior to arrival. Management will meet you at the Property at the agreed time to allow you access. On departure leave the key on the bureau in the hall and ensure that the Property is locked and secure and all electrical items are switched off.

4. PAYMENT

- When booking, your payment is split into two portions – the non-refundable deposit and the remaining balance. You may pay both portions (the full amount) in Australian Dollars, up-front or pay the minimum 50% deposit initially and subsequently pay the remaining balance.
- Balance of the rental amount will be automatically debited 30 days prior to occupancy. If you have insufficient funds available for debit at that time you will be responsible for payment of all fees and charges. Where your stay commences in less than four weeks from the time of booking, the full amount must be paid in full up front.
- Bookings are not confirmed until full payment is received.

- Payments of the amount due must be received in Australian Dollars net of any bank or other transaction charges.
- Please ensure payments are made within the specified time limits or the booking will be cancelled automatically without notice or liability to you.
- We accept payment by the following methods: Online through Stayz, Online through Bendigo Tourism, and Visa or Mastercard.
- A credit card surcharge of \$2.00 will be levied to cover transaction costs associated with credit card payments.
- Our bank details if not set out below will be advised to you.

5. CANCELLATION OR VARIATION for Stayz online Bookings

- If you wish to vary or cancel your booking please log in to <http://www.stayz.com.au> and amend your booking.
- Should you be eligible for a refund it will be made through the Stayz Online Payment System and then credited to the credit card linked to your booking.

CANCELLATION OR VARIATION for Direct Bookings

- If you wish to vary or cancel your booking, please contact us immediately on 0418 536938
- Your deposit is non-refundable in the event of a cancellation. The deposit is 50% of the total booking fee.
- If you have paid more than the deposit or paid in full and cancel your booking you will be refunded the agreed amount less transaction and \$50.00 processing fees.
- Should you be eligible for a refund it will be made through your chosen payment method at time of booking.
- A variation of the booking which reduces the number of nights stay will be treated as a cancellation of the booking in respect of those nights.
- A variation of the booking which reduces the number of Guests will be treated as a cancellation of the booking in respect of those guests.
- A minimum administration charge of \$50 will be charged for any variation.
- If Management is able to relet the Property for the period cancelled a further refund may be made less administration charges, commissions and expenses.
- On days and events that we have a minimum nights stay policy of 2 or more nights. No refund will be made for variation to the extent that it breaches our minimum nights stay policy.

6. SECURITY BOND

- A credit card authorisation must be provided to Management upon confirmation of your booking.
- Any damage, loss or expense incurred by Management as a result of your breach of these Terms and Conditions will be charged against the credit card, or invoiced to you at a later date. Examples include but are not limited to any breakage, damage or excess cleaning requirements, extra Guests or Visitors beyond those declared.

7. UNAVAILABILITY

- If the Property becomes unavailable for your occupancy due to unforeseen circumstances (eg. Fire, storm, damage, etc) then Management will inform you immediately and endeavour to obtain suitable alternative accommodation for your occupancy; failing which any moneys paid will be refunded in full.

8. PARTIES AND FUNCTIONS

- Either Parties and Functions are strictly prohibited.
- WEDDING GUESTS AND GROUPS– You consent to your photo's being used for promotional use on our website, facebook page and other sites for promotional and publicity purposes
- After wedding parties are strictly prohibited, and additional guests are not allowed.
- No confetti or 'decorating' of the house is permitted without the strict agreement and permission of the owner/Management. Any additional cleaning required will be charged to your account.

9. LINENS, TOWELS & ELECTRIC BLANKETS

- We supply linen, pillows, blankets and towels which must be left where supplied in the bedrooms or bathroom on departure.
- Cleaning and linen change usually occurs weekly or more often upon request and at additional cost.
- Electric blankets are provided on the two Queen Beds. You must follow instructions. Blankets must not be turned on before 30 minutes of retiring to bed. Electric Blankets must be turned OFF before entering bed, and MUST be turned off before exiting property. DO NOT place heavy items on bed whilst blanket is turned on (such as suitcases) or heavy items of clothing etc.

10. PETS

- Pets are allowed at the Property at the discretion of Management. Pets are not allowed inside the home at any time. Any damage to the property or it's contents by Pets or their owner will be charged against your credit card or

invoiced to you. Any additional cleaning required will also be charged to your credit card. You are required to clean up any 'mess' left by your pet.

Contents also include garden, plants and exterior fixtures and furnishings.

- Your pets must be fully vaccinated and be free from any and all pests and disease. Fleas and ticks etc are certainly not allowed.
- Management reinforces that we are not responsible for the safekeeping of pets, and are not responsible for their enclosure or welfare. It is your responsibility to ensure that your pet has adequate food, water and shelter as necessary.
- You are required to ensure that your pet does not cause a nuisance to neighbours by barking, howling etc.
- You accept that you are solely responsible for your pet straying or leaving the premises of its own accord or other.
- Any aggression from pets will not be tolerated, your stay will be terminated immediately.
- You consent that Management may charge your credit card or invoice you for any damage caused by your pet to the Property and/or its contents.

11. YOUR OTHER RESPONSIBILITIES

- You must comply with all applicable House Rules and all instructions from Management and the caretakers of the Property concerning occupancy, property, health, safety and quiet enjoyment of the Property and our neighbours.
- You are responsible for damage, breakages, theft and loss of the Property and any part of it during your stay. You must notify us of this immediately. Management may recover from you repair or replacement cost (at Managements discretion)
- Only the guests nominated and agreed in the booking may stay at the Property overnight. If any other guests stay extra charges may apply or the agreement may be terminated without refund. The maximum no of guests is five.
- Disturbance to our neighbours, including excessive noise, is prohibited and may result in termination and eviction without refund and extra charges may be made for security and other expenses.
- Before departure, all food must be removed from the fridges, all rubbish put in the appropriate Council rubbish bins provided, and crockery and cutlery washed and packed away. The property must be left in a clean and tidy condition.
- Extra cleaning charges may be incurred for the cleaning of dirty dishes, washing machine, dishwasher, emptying the fridge, removal of excessive rubbish etc. Should the cleaning fee be more than the usual cost for cleaning

the property, you will be charged the additional costs over and above the normal cleaning fee which will be deducted from the security bond or charged to your credit card.

- All furniture and furnishings must be left in the position they were in when you arrived.
- The property should be vacated on time and secured. All windows and doors are to be locked. All keys must be returned to Management or as otherwise directed.
- You are responsible for the safekeeping and replacement of accommodation keys. Duplicate keys will be provided at an additional charge of \$100 each. The loss of any keys will require the lock barrels on all doors and windows to be changed. You will be required to pay these costs in full.
- Smoking is NOT permitted in the property.

12. PROBLEMS OR COMPLAINTS

- In the case of any problems or complaint, you must inform Management at the earliest opportunity so Management has the chance to rectify the situation as quickly and efficiently as possible. You must allow repair/service access to the property when requested from Management.
- Any complaint, which cannot be resolved locally, must be notified in writing to Management prior to departure from the Property.
- Failure to follow this procedure this may hinder the ability of Management to rectify the problem or complaint and reduce or extinguish any claim you may have.

We recommend all guests purchase travel insurance since Management are not responsible for any injuries, illness or accidents that occur whilst staying at our Property.