

## 1. Definitions

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

"Property" means Rustic Retreat Esperance 25 Daphne Street Castletown, WA 6450 and all 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 & Responsibility

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

## 3. Payment Option

A Deposit of 20% (minimum) must be received within 7 days after Management takes the Booking. Bookings are NOT confirmed unless and until this Deposit is received.

Payment in Full must be received NO later than 28days prior to your Check in date.

We accept Payment by the following methods: Visa, MasterCard or direct deposit into our Pay Pal account being - [rusticretreatesp@gmail.com](mailto:rusticretreatesp@gmail.com)

A credit card surcharge of no more than 2% will be levied to cover transaction costs associated with the credit card payments.

## 4. Security Property Bond

A credit card authorisation must be provided to Management upon confirmation of your booking for the Property Bond of \$500.00. This will be held 1 day prior to your check in date.

Any loss or expense incurred by Management as a result of your breach of these Terms & Conditions will be charged against the credit card. Examples include but are not limited to any breakages, damage or excess cleaning requirements, extra guests or visitors beyond those declared, theft of goods, Fire or Water damage, Electrical repair or damage due to misuse or excessive overloading, relocation of furniture causing damage.

## 5. Check Out/Check In

Check In NO earlier than 2.00pm or 1400hrs.

Check Out NO later than 10.00am.

Late departure is subject to prior arrangement and availability and extra charges will apply.

You must notify Management of expected arrival time and advise a mobile contact number at least 1 day prior to your check in date.

## 6. Key Entry

Security Lock Box is situated at the front door entry of the property.

The 3 digit Access Code will be sent via text message to the provided Mobile contact number on your Date of Check In.

Please ensure the Keys are returned to the Secured Lock Box upon vacating and Securing the Property.

## 7. Pet Security Bond

A Security Pet Bond of \$150.00 is required as an authorization on the provided credit card additional to the Security Property Bond.

Guests are required to ensure the Pet area is clean and tidy, clear of any wastes/faeces.

All Pets are strictly OUTSIDE - under NO circumstances are Pets to enter the internal area of the house.

## 8. Smoking

The Property does NOT allow Smoking inside the premises. An ashtray is provided in the Pergola/Courtyard area for butts. Thank You

## 9. Cancellation or Variation Policy

28 days' notice prior to your check in date - Balance of Booking Fee will be refunded - Cancellation FEE - nonrefundable deposit of booking fee.

14 days' notice prior to your arrival date - Cancellation FEE - 30% of the Total Booking Fee will apply.

Cancellations will NOT be accepted on the day of arrival or after your check in - Guests will be liable for the charge of 100% of the Booked tariff of the total reserved stay, under all circumstances.

A Variation of the Booking, which reduces the number of Guests, will be treated as a Cancellation of the Booking of those Guests.

We have a minimum night's stay policy of 2 nights. No refund will be made for a variation to the Extent that it breaches our minimum night's stay policy.

## 10. Unavailability

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

## 11. Parties & Functions

Parties and functions require approval at the time of Booking and special conditions may apply including extra charges, guests remain responsible for the persons attending, no disturbance of neighbors, no undue noise, silence when entering and leaving the premises, no behavior likely to cause damage to the property or offence or embarrassment to others, all noise to cease by 11.30pm or 2330hrs.

Breach of this condition may result in immediate termination and eviction without refund and extra charges for security, cleaning, garbage removal, wear and tear, repairs etc.,

## 12. Linen & Towels

We supply Linen, blankets, pillows and towels that must be left where supplied in the bedrooms or bathrooms on departure. Further linen may be supplied by contacting the Management. Beach towels are not included.

### 13. Your Other Responsibilities

You must comply with all applicable Rustic Retreat Esperance 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 neighbors. 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 Management's discretion) Only the guests nominated and agreed in the Booking may stay in the Property overnight. If any other guests stay extra, charges may apply or the agreement may be terminated without refund.

Disturbance to our neighbors, 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 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 \$40.00 per key.

Smoking is not permitted internal of the Property - Smoking is permitted strictly Outside ONLY.

### 14. Problems & Complaints

In the case of any problem or complaint, you must inform Management at the earliest opportunity Management has the chance to rectify the situation as quickly and efficiently as possible.

You must allow repair/service access to the property during reasonable hours.

Any complaint, which cannot be resolved locally, must be advised in writing to Management prior to the 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 may occur whilst staying at our property.

### 15. Disclaimer

Rustic Retreat Esperance does not accept liability in contract or in tort (actionable wrong) for any injury damage loss delay additional expenses or inconvenience caused directly or indirectly by force or other events which are beyond our control or which are not preventable by reasonable diligence on our part including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or any other authorities, accidents, theft to or failure of machinery or equipment or industrial action.

**THANK YOU FOR CHOOSING RUSTIC RETREAT ESPERANCE**

