

TERMS AND CONDITIONS

It is important that you read and understand these Terms and Conditions prior to booking. The following Terms and Conditions apply to guests of RED GATE COTTAGE. By paying the deposit, you agree to the following Terms and Conditions.

DEFINITIONS:

- 'Guest(s)' or 'you' refers to the tenant(s) who occupy the Red Gate Cottage during a booking
- 'Property Manager', 'we' 'us' or 'our' refers to the current owner or manager of Red Gate Cottage.
- 'Property' refers to Red Gate Cottage.

A breach of these Terms and Conditions may result in, but is not limited to, you being evicted from the property, losing your Bond (if any) and/ or other monies paid (or owed) by you.

PAYMENT AND BOOKINGS

- The guest(s) must comply with the agreed booking terms stated in the booking confirmation. These include but are not limited to: booking dates and times, number of guests booked, and booking fees, and deposits rates.
- A non-refundable deposit is required to secure the booking. Bookings will not be held until the full deposit is received.
- Payment of the rental deposit constitutes the guest's acceptance of these Terms and Conditions.
- Balance of the rental amount must be received in full before 14 days prior to occupancy. If payment is not received by this time, the Property Manager has the right to cancel the booking and re-let the property. For bookings made within 14 days before the arrival date, full payment is required at the time of booking.
- The number of guests staying at the property should not exceed the number stated on the Confirmation Notice or subsequently agreed in writing or email. A fee of \$30 per person applies for guests not agreed upon in writing.
- Check-in is at 2:00pm. Check-out time is 10:00am. Early check-in or late check-out will incur extra fees up to the cost of one day of rent.
- The Property Manager will make every effort to ensure the property is available as booked. However, the Property Manager reserves the right to make alterations to bookings due to unforeseen circumstances.
- If the Premises becomes unavailable for occupancy before or during your stay for any reason, we will endeavour to find suitable alternative arrangements for your stay at our expense. If satisfactory alternative arrangements cannot be made, we will refund monies paid for the whole or part of the booking not fulfilled.
- Guests must notify the Property Manager of any complaints as soon as is practicable.

DEPARTURE

- Guests must ensure the property is left clean and tidy on departure. Failure to leave the property in a similar state to the condition on arrival will result in you incurring extra charges.

-All crockery and cutlery must be wash and put away and the BBQ must be cleaned.

-Lock all windows and doors after vacating the property.

DAMAGES

-Damage, Breakages, theft, or losses are the responsibility of the guest(s) during their stay. This includes but is not limited to accidental, negligence or wilful act of the guest(s). If any property is affected in this manner, you will be responsible for all related costs for the repair or replacement of the affected property.

-The Property Manager is not responsible for the loss or theft of your personal property or for any bodily injury that occurs on or at the property. We recommend all guests purchase travel insurance to cover injuries, illness or accidents that may occur whilst staying at our property.

-This is a NON SMOKING property. Charges apply to cover cleaning and deodorisation if cigarette smoke is detected.

-Guest(s) are responsible to pay any local or government fines and charges that result from the guest(s) actions

- If keys are lost or not returned, the guest is required to pay the cost of replacing the locks on all doors.

-Guests must maintain the security of the property. Guests will be held responsible for any incident that occurs during their stay or upon departure as a result of the premises being left unsecured.

RENTAL TERMINATION

The following actions/behaviour are prohibited and may result in the termination of your tenancy:

-Failure to comply with these Terms and Conditions

-Disturbance to the property neighbours, including excessive noise.

-Illegal activity

- Intoxication and/or unsavoury/offensive behaviour or behaviour deemed as a potential safety threat to others

-Deliberate damage to the property or surrounding properties

-Any incident for which the police are required to attend.

- Use of the Property for any event or use other than as residential holiday accommodation will result in the immediate termination of the booking , removal of the guest(s) and other costs or expenses (including a function/extra cleaning fee, garbage removal, wear and tear, repairs etc) being charged. Parties and Functions are strictly prohibited.

EXTRA FEES/CHARGES

If a bond is required, the amount will be charged at the time of booking. The bond must be payed before two (2) days prior to occupancy. The property is inspected after your departure. Provided no additional charges have been incurred, the bond will be refunded within two (2) business days following your stay.

The bond may not be returned and/or additional charges may apply if the following conditions are not met:

-The property is clean, neat and tidy following departure

-No damage is done to property or its contents, beyond normal wear and tear.

-No contents from the property are missing

- No charges or fines are incurred due to illegal/irresponsible activity
- Dishes are washed and put away
- All rubbish is placed in rubbish bin
- All keys are left on the kitchen table and the cottage is locked
- No evidence of smoking within the property
- No additional guests stayed at the property than the number stipulated on the booking confirmation email without prior written consent

PETS

Pet owners are responsible for cleaning up any pet refuse. Pets are not allowed on furniture at any time unless coverings have been laid down. All pets must be up-to-date on all vaccinations and flea and tick repellent. Pets must not be left unattended for an undue length of time, either indoors or out. The pet owner is required to pay for the cost of any damage caused by the pet. Any extra cleaning required as a result of a pet may incur additional cleaning fees. Guests should prevent pets from producing excessive noise at a level that disturbs neighbours. The Property Manager assumes no responsibility for illness or injury that humans or pets may incur while on the premises.

CANCELLATION

A fourteen (14) day notice is required for cancellation. Cancellations that are made more than fourteen (14) days prior to the arrival date will incur no penalty. Cancellations or changes that result in a shortened stay that are made within 14 days of the arrival date, forfeit the full advance payment and reservation deposit. In cases where the property is re-let for the entire period of booking, a full refund will be returned less a \$30 cancellation fee. Early departure does not warrant any refund of rent.

REFUNDS-

-If the guest identifies a problem with the property that will affect their stay, the guest must contact the Property Manager immediately. The Property Manager will attempt to resolve the problem within a reasonable amount of time that is agreed upon by the guest(s) and Property Manager. If the problem remains unresolved, the guest(s) may be given a partial or full refund as appropriate to the nature of the problem.

-Guests may be reimbursed to cover small (up to \$100.00) expenses incurred due to a problem with the property that is reported by the guest(s) during their stay.

*Refunds will NOT be given under the following circumstances:

- The problem is resolved within the agreed time.
- The guest(s) did not inform the Property Manager of the problem or provide the Property Manager with an opportunity to rectify the problem during the guests' stay.
- The issue can be classed as an "Act of God".
- The guest(s) chooses to leave due to a subjective or personal issue

Refunds cannot be made for bookings cancelled due to inclement weather or illness. We recommend that you take out comprehensive travel insurance to protect you in this regard

MINIMUM STAY –

This property requires a two (2) night minimum stay. Longer minimum stays may be required during peak periods. If a rental is taken for less than two days, the guest will be charged the two-night rate.

FALSIFIED BOOKINGS –

Any booking obtained under false pretence will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check in.

PARKING –

Parking is limited to two (2) vehicles. Vehicles are to be parked in designated parking areas only. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.

WATER AND SEPTIC –

The property are on tanks and septic systems. Please conserve water. Excessive use of water may incur extra charges to fund importation of more water. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, guest(s) may be charged damages of up to three hundred dollars (\$300).

ADVERTISING

While the Property Manager makes every effort to ensure that the website information is up to date, this information may change without notice. The description and photos of the property are made in good faith and we will accept no responsibility for misdescription. If any feature/facility is essential for the guest in choosing a particular property, it is advisable that the guest checks this with the reservation staff at time of booking. The Property Manager is not liable for omissions or errors, whether temporary or permanent, in regards a property's facilities and services.

EXCEPTIONS – Any exceptions to the above mentioned policies must be approved in writing in advance.