Terms and Conditions of stays at Mrs. Simpson at Norala Garden, 77 Gavan Street, Bright, VIC 3741

Version 220419

1. DEFINITIONS

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

"Deposit" means initial deposit held to secure booking dates and may also be retention of the bond from prior year if used for this purpose.

"Property" means Mrs Simpson at Norala Garden, 77 Gavan Street, Bright, 3741 and all its fixtures, fittings and equipment and includes also the shed, historic garden, terracing and landscaping.

"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. 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. Earlier arrival and / or late departure is subject to prior arrangement and availability and extra charges may apply.
- You must notify Management of expected arrival time and a mobile contact number at least 2 weeks before arrival.
- Key collection/return procedure will be provided by email to you 2 weeks prior to arrival, after full payment and bond have been received. Special arrangements can be made if necessary.

4. PAYMENT

- A deposit of \$300 must be received before Management will take the booking. Bookings are not
 confirmed unless and until this deposit is received. Note, bookings via aggregators may attract different
 deposit amounts and payment terms that are subject to the aggregators' rule engines (e.g. Home&Away
 charges a per cent of the booking as deposit)
- Payment in full including \$500 security bond (see details at section 6) must be received no later than 2 weeks prior to your arrival.
- Payments of the amount due must be received in Australian \$ 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 ongoing liability to you.
- We accept payment by direct deposit into our bank account. Our bank details will be advised to you.

5. CANCELLATION OR VARIATION

- If you wish to vary or cancel your Booking, please contact us immediately in writing by sending an email to mrssimpson@noralagarden.com or call Mette Schepers and Mike van de Graaf on 0423 781 668, or if that does not get you through and you wish to speak to someone urgently, you can also contact Carol Binder 0429 403 606
- Your deposit is non-refundable in the event of a cancellation, and this decision can be reviewed by Management.

- If you have paid more than the deposit or paid in full and cancel your Booking you will be refunded any amounts in excess of the deposit paid, provided cancellation made within 2 weeks before arrival.
- Should you be eligible for a refund it will be made through your bank account.
- A variation of the Booking which reduces the number of nights stay will be a treated as a cancellation of the Booking in respect of those nights.
- If Management is able to relet the Property for the period cancelled a further refund may be made less administration charges and expenses.
- We have a minimum nights stay policy of 2 nights and longer for certain special events. No refund will be made for a variation to the extent that it breaches our minimum nights stay policy.

6. SECURITY BOND

- A bond payment of \$500 is required at the same time as the outstanding balance of your Booking. It will be credited to your bank account once our property has been inspected and deemed left in a similar state to your arrival. We agree to ensure this occurs within 3 business days of your departure.
- Any damage, loss or expense incurred by Management as a result of your breach of these Terms &
 Conditions will be charged against the bond. Examples of this 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 & FUNCTIONS

Parties and Functions are strictly prohibited.

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.

9. LINEN AND TOWELS

- We supply linen, pillows, blankets and towels which must be left where supplied in the bedrooms or bathrooms on departure.
- Cleaning and linen change usually occurs after each stay or more often upon request and at additional
 cost.

10. PETS

• Pets are only allowed at the Property on prior arrangement with the Management. Pet owners are responsible for cleaning up after their pets both within and outside the property. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees.

11. YOUR OTHER RESPONSIBILITIES

- You must comply with 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 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. Note Mrs
 Simpson accommodates 4 people only and will not accept any persons in excess of that amount staying
 under any conditions.

- 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 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 as it was found on arrival.
- 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.
- 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 as found or as otherwise directed.
- You are responsible for the safekeeping and replacement of accommodation keys. Lost keys will be replaced by Management at a charge of \$30.

12. NO SMOKING - Mrs Simpson at Norala Garden is non-smoking

- Smoking is not permitted on the Property (which includes Norala Garden).
- Cleaning charges will be deducted from the security bond if required to remove odours in furnishings or remove butt litter from the property.

13. PROBLEMS OR COMPLAINTS

- In the case of any problem 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 during reasonable hours.
- 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. Management are not responsible for any injuries, illness or accidents that may occur whilst staying at the property.