
BENDOOLEY ESTATE COTTAGES - TERMS AND CONDITIONS

1. IMPORTANT

- i. Carefully read these Terms and Conditions (“T&C’s”);
- ii. In these T&C’s, the person making a booking for and all persons who stay at a Bendooley Estate Cottage (“Cottage”) are referred to as “You, Your”; Bendooley Estate, third party booking agencies including on-line websites and any other party associated with Bendooley Estate which is authorised to make a booking are referred to as “Us, We, Our”;
- iii. Every Cottage booking is subject to these T&C’s and You are deemed to have accepted them on making a booking.

2. Booking and Payment

- i. Bookings can be made at bendooleyestate.com.au, through third-party booking agencies and authorised providers or by phoning Reservations on +612 4868 8788 (9am to 5pm Monday to Friday only);
- ii. Bookings are subject to availability and pricing at the time. Conditions and exclusions may apply;
- iii. We reserve the right to refuse any booking;
- iv. Weekend bookings are subject to a minimum two (2) night stay. Weekend days are Friday, Saturday, Sunday and Public Holidays and include Thursday if booked with a Friday and the day either side of a Public Holiday;
- v. Room rates for extra guests are charged as per Our Pricing Schedule. The number of guests permitted to occupy a Cottage is limited to its stated capacity;
- vi. At the time of booking a reservation fee equal to 50% of the booking cost must be paid by credit card. The balance of the booking cost will be debited to Your credit card 31 days prior to Check-In. Only after payment of this balance is a booking confirmed. This excludes cottages booked as part of a Wedding Booking Agreement. The Agreement is a binding contract and full payment will be payable as per the Wedding Terms & Conditions Terms of Payment;
- vii. If We do not have Your current credit card details, You agree to provide them when contacted by Us;
- viii. If You wish to change or vary a booking (e.g. date or length of stay, Cottage type or number of guests), such change is subject to:
 - Availability and pricing applicable at the time; and
 - Our agreement, in Our absolute discretion.
- vi. A surcharge will apply to payments made by credit card. Surcharges will be disclosed at the time of booking.

3. Unforeseen Circumstances

We reserve the right in Our absolute discretion to cancel Your booking at any time due to unforeseen circumstances which affect in any way Our ability to deliver Your booking and/or services associated with Your booking.

4. Cancellation

- i. As a boutique property, cancellations affect Us greatly, therefore a refund in respect of a cancelled or aborted booking is available only as set out below:
 - If written notice of a cancellation is received at least 60 days before Check In, You will receive a refund of 100% less any third party fees.
 - If written notice of a cancellation is received at least 31 days before Check In, You will receive a refund of 50% less any third party fees.
 - If notice of a cancellation is received less than 31 days before Check In, 100% of the cost of the booking will be forfeited.
- ii. The above cancellation policy does not apply to any cottages booked as part of a Wedding Booking Agreement. The Agreement is a binding contract and 100% of the total contracted amount will be payable for cancellation at any time.

5. Check-In, Cottage Allocation and Check-Out

- i. Check-In commences at 2:00pm on the day of arrival;
- ii. Allocation of Your Cottage is solely at Our discretion;
- iii. Check-Out is by 10:00am on the day of departure.
- iv. Late check-out will incur a late fee of \$50 per hour or part there-of between 10am – 12pm, and \$100 per hour or part there-of after 12pm.

6. Extras

- i. At departure Your credit card will be debited with any unpaid additional charges (“Extras”) incurred by You;
- ii. Extras include, but are not limited to, property damage or breakage, repairs, theft or disappearance of Our property, unnecessary maintenance call-outs, extra cleaning or rubbish removal, fumigation for cigarette smoke or other reasons, Party and smoking penalties, extended stays, early Check-Ins and late Check-Outs, extra catering, additional guests and special requests costs whether incurred during or after Your stay;
- iii. You authorise Us to charge Your credit card for Extras.

7. Cottage Servicing and Special Requests

- i. Your booking does not include daily Cottage servicing;
- ii. Cottages are serviced every 4th day during long stays;
- iii. If You wish to have Your Cottage serviced more frequently an additional charge will apply;
- iv. Whilst We will attempt to satisfy all special requests, We do not guarantee that they can be accommodated.

8. No Smoking, No Parties and Pets

- i. Our Cottages are non-smoking for private residential use for the number of guests booked only. Smoking in a Cottage or holding an event, function or party in or around the Cottage (“Party”) is strictly forbidden;
- ii. Pets are permitted at the Book Barn Cottage for an extra fee of \$200.00. Pets are prohibited at all other Cottages; maximum 2 pets permitted;

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- iii. In the case of any damage caused to property or persons by the pet, or if the pet escapes, is injured or dies, then full liability lies with the owner. Bendooley Estate accepts no responsibility for the pet or its actions.
- iv. Should a Party, smoking or unauthorised pet occupation occur, You will be requested to vacate the Cottage immediately and Your booking will be cancelled without refund;
- v. In addition to the cancellation of Your booking, in the case of a Party, You agree a \$2,000 penalty fee may be charged to You by Us in Our absolute discretion;
- vi. In addition to the cancellation of Your booking, in the case of smoking You agree a \$500 penalty fee may be charged to You by Us in Our absolute discretion.

9. Your Responsibilities

- i. You are fully responsible for the care and condition of Your Cottage during the term of Your booking, including for all damage and breakages caused to the Cottage and its furniture and fittings;
- ii. You are fully responsible for the safety and security of Your personal possessions and belongings during the term of Your booking including, but not limited to, clothing, jewellery, cash, documents and motor vehicle;
- iii. Bendooley Estate is a working farm. In addition to many farming features such as pipes, bores, sheds, fences and vegetation there are several unfenced dams and many farm animals on the Estate. You agree to take the utmost care to ensure that everyone in Your party, keeps safe and well clear of such hazards;
- iv. You agree that children will not be left unattended on the Estate including in a Cottage or in a parked car;
- v. You agree You are responsible for the supervision of any children in Your party at all times during Your stay;
- vi. We accept no responsibility whatsoever for any loss or damage suffered by You, including any harm to You or children in Your party at any time You are on the Estate.

10. Release and Indemnity

- i. To the full extent permitted by the law, You agree to release, indemnify and hold harmless, Us and Our current and former officers, employees, contractors, sub-contractors, consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential & economic loss, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by or attributable to Your booking or Your stay

at Bendooley Estate;

- ii. To the extent permitted by law, the aggregate of Our liability to You is limited to an amount not exceeding the amount paid by You for Your booking;
- iii. Each indemnity in these T&C's is a continuing and independent obligation and survives the termination or expiry of these T&C's.

11. Use of Information

- i. You consent and authorise Us to collect, use and disclose Your personal information to administer Your booking and provide You with services associated with Your booking;
- ii. You consent to Your personal information being used by Us to inform You about offers and promotions which relate to Us and Our operations;
- iii. We will not provide or disclose to any person other than a related body corporate of Us, any information You have provided to Us without Your written consent.

12. Consumer Law

- i. To the full extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Us are excluded under these T&C's;
- ii. Nothing contained in these T&C's excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that such law permits Us to limit Our liability, then Our liability is limited to:
 - for services - supplying them again or payment of the cost of having them supplied again; and
 - for goods - replacing or repairing them or supplying equivalent goods, or payment of the cost of replacing or repairing them or supplying equivalent goods.

13. General

- i. These T&C's are governed by and construed according to the laws of the state of New South Wales, Australia;
- ii. If part or all of any clause in these T&C's is illegal, invalid or unenforceable then it must be read down to the extent necessary to ensure that it is not so. If that is not possible, it will be severed from these T&C's and the remaining provisions of these T&C's will continue to have full force and effect.

14. Acceptance

- i. Please click to accept these T&C's, before proceeding to the booking page.