



144 Brisbane Water Drive
Point Clare
Gosford West
NSW, 2250

Phone : +61 2 (02) 43 255 633
Email : info@wombatbed.com
Website : www.wombatbed.com

ABN: 60 929 060 305

Terms and Conditions – Guest/s

Please carefully read the Terms and Conditions that apply between

Wombats B&B & Apartments (Wombats B&B) and its Property Managers and

You (the Guest making a booking, being the principal person and your families or group's members for whom you will be held responsible)

By providing your credit card details or making some other form of payment, you are agreeing and saying you have read these terms and conditions, and are authorising Wombat Bed & Breakfast to debit your card and/or bill you for any and all payments or fees due.

for the booking of part of the Wombats B&B property for the purposes of a short-term holiday/stay or as furnished short-term rental accommodation

This property is FAMILY and GROUP friendly and **has a strict "No Party" policy.**
All rooms are non-smoking, outside the buildings is fine.

WOMBATS B&B & APARTMENTS is FAMILY friendly but Not suitable for Groups of children under 5 years old. Generally it suits families with children of mixed ages. Hi-Chair and Cot with linen, supplied at NO charge. Children with supervision welcome.

No discount or offer can be used in conjunction with any other discount or offer. i.e. One discount or offer per stay, please. Ring to discuss your budget and requirements. WE WON'T BE BEATEN ON PRICE!!

*** ALL bookings must provide on arrival, Valid Photo ID in the name of the **booking's guest name** and a credit card to guarantee incidental charges and any damages caused to the property. Registering guests must acknowledge the Wombats B&B "No Party" policy at time of arrival. *** Credit cards - Amex, JCB, MasterCard & Visa - only are accepted, and a service fee of 3% inc GST is applicable, unless waived by the Property Managers.

Wombats Bed & Breakfast assembly points in case of evacuation are displayed on the back of each bedroom door and near the fire extinguishers. Please familiarise yourself with this information. In case of emergency, please contact the office on 02 4325 5633.

1. Booking and Payment

- We accept Amex, JCB, MasterCard, Visa & EFT ONLY.
- A Deposit of 50% of the Total Amount is required to secure a Booking (Except for periods during NSW School or Public Holidays; Christmas/New Year and Easter, where 100% is required at time of booking). Deposits are non refundable.
- Balance of payment is due on arrival, unless your booking date is less than 60 days before your arrival date, then payment is due in full with your booking.
- The property is let to you for the period stated in your booking confirmation. Any extensions are subject to availability, these terms and conditions and approval by the Property Managers.
- All payments must be made to the Wombats B&B Bank account or the Property Managers.
- By providing your credit card details you are agreeing to these terms and conditions, and authorising Wombat Bed & Breakfast to debit your card for any and all payments or fees due.

Both **GROUP 6 Bedrooms** and **Apartment 3 Bedrooms** bookings need to be made well in advance to secure your dates. A 50% deposit and any balance are due to be paid in full, minimum 60 days before your arrival date.

2. Amendment, Cancellation & Refund Policy

- Any amendments to a booking will incur an AU\$55 administration fee.

- Amendment to the dates of stay is considered a cancellation and a new booking will be issued.
- If a booking is cancelled less than 60 days prior to the Arrival Date no refund will be available.
- If a booking is cancelled more than 60 days prior to the Arrival Date, 50% of the Total Amount of the booking will be retained by the Property Managers.
- At the Property Managers discretion any balance of monies paid (in excess of the deposit & fees & charges for the booking) may be transferred to an alternate date within 6 months of the original arrival date.
- If a guest and/or their group are evicted no refunds of money are due or payable and punitive damages will be sought by Wombats B&B.
- No refunds are given for early departures.
- All costs of collection including legal fees will be for guests account.

3. Number of persons accommodated

- The maximum number of persons to be accommodated at the property is specified in the quote and costs calculated at the time of your booking confirmation. Excess persons, above those people actually booked in, will be required to vacate the property after check-in, or a charge will apply for them if appropriate bedding is available at the property, and any charges so raised will be to your account.
- The Pool BBQ & Entertainment facilities are for **guest's use only**. NO visitors are allowed, without the expressed permission of and on terms agreed with the Property Manager. NO parties are to be held at the property.
- Management reserves the right to ask any guest or group to permanently vacate the premises at any time.

4. Arrival & Keys & Lock Outs

- Guests may collect the keys after 2pm on the Arrival Date from the office of the Property Managers, unless otherwise agreed prior to arrival. Photo ID & credit card details are required when collecting keys. Arrival or Departure outside of the hours 8am to 8pm incurs a fee of AU\$55 including GST, unless otherwise agreed with the Property Managers. Please ring for late Arrival arrangements.
- Loss of keys incurs a Lockout Fee of AU\$55 including GST. Additionally Locksmith or key replacement costs will also be passed on to the Guest.

5. Bond/Security Deposit and Property Damage

- Both **GROUP 6 Bedrooms** and **Apartment 3 Bedrooms bookings** require a Bond/Security Deposit equivalent to 25% of the Total Full Price of the booking, or AU\$500 whichever is the greater, or an authorisation against a credit card. This will be required by Wombats B&B or the Property Manager prior to, or on your Arrival.
- Wombats B&B or the Property Managers hereby has your authority to deduct monies from the Security Deposit and/or the credit card to remedy any damage, excess cleaning, missing items, excess utilities use, caused by the Guest, or to further invoice you the Guest by email, fax or post for immediate payment.
- The Bond/Security Deposit will only be refunded once your account has been paid and when the property has been inspected by the Property Managers. When all matters are concluded to the satisfaction of the Property Managers then any due moneys will be refunded. Refunds will generally be processed within 7 days.

6. Furniture, Linen and effects at the Property

- Both **GROUP 6 Bedrooms** and **Apartment 3 Bedrooms bookings are all "Fully Self Catering"**. You can supply and cook your own meals in the **Guests Full Facility Kitchen**.
- All beds are made to B&B standards complete with towel bathmat hand towel & face cloth, per guest. NO guest linen or bedding is required or allowed. Any linen and towels found to be missing will be charged to your account.
- Linen will be supplied at AU\$20 per person per stay; fee is subject to change and/or no charge depending on length of occupancy and your groups requirements. This fee is payable at time of departure or deductible from your bond. Linen includes: bath, beach & hand towels etc, bed sheets & pillow cases.
- **Single, Double & Family room bookings, are all INCLUDING BREAKFAST**. *Light Breakfast provisions* of juices, breads, spreads, fruit and cereals are provided for guests of **1-6 days**; thereafter it is **/Week & Fully Self Catering**. You can supply and cook your own hot breakfasts and other meals from the **Guests Full Facility Kitchen**.
- Changes of Linen and Towels etc are supplied weekly; room cleaning and changing of bed linen is the responsibility of the guest. Alternatively room cleaning & changing arrangements can be made with housekeeping and any additional fees charged to your account.

- Your privacy is maintained by cleaners NOT having guest bedroom access.
- Tea & Coffee are in the **Guests Full Facility Kitchen** also available in each bedroom.
- Generally changes of towels are available anytime, no charge, please ask.
- Pool closes at 9pm and towels are supplied in the outside bathroom. Please leave them in the outside bathroom for collection.
- Bedroom towels are NOT for use in the Pool area: else a fee will apply for special laundering.
- Laundry facilities are available for guests at a fee, apply to Property Managers.

7. Liability

- You agree to indemnify Wombats B&B, and the Property Managers from any claim of loss by your guests / group, of personal effects or financial damage direct or indirect whatsoever incurred by you or your group in booking and usage of any part of the Wombats B&B property.
- Property Managers will endeavour to describe the property and its position via the website, the quote and the booking confirmation to the best of their ability and in good faith. No liability or damages will be accepted by Property Managers or Wombats B&B for mis-description.
- You agree to indemnify Wombats B&B, and the Property Managers against your's and your guest's / group's inability to understand the property description as presented on the website or the details given to you in a quote or the details given to you in your booking confirmation or other relevant signage and notices, conditions or requests and directions made by the Property Managers.
- Wombats B&B and its Property Managers will not be liable for any guest/s loss or injury of any nature whatsoever under any circumstances whatsoever.

8. General Conduct

- The Guest must obey all relevant signage and notices during their occupancy.
- The Guest **must not smoke in bedrooms or any other rooms or in the property buildings**; else a de-odorising fee will apply. Smoking outside is permitted in areas defined. Please consider non smokers and children. Use the ashtrays and bins provided; else a cleaning fee will apply during or after your occupancy. Any smoking infringement will result in a \$120 per room domestic maintenance fee being charged to your account.
- The Guest must keep and maintain the property in a clean and tidy condition at all times. Kitchen/s is/are available to all guests as indicated in your booking. They are to be left clean and tidy after each meal and all rubbish must be removed to the external appropriate bins regularly. Kitchens close at 10pm. For microwave heating of pre-prepared meals after this time seek Property Managers' permission. Fees of minimum \$50 will apply for rubbish not correctly sorted.
- The Guest must comply with the By-Laws, signage and notices, that apply to the property and shall not be guilty of conduct which is a nuisance or annoyance to adjoining or neighbouring occupiers of Wombats B&B or our neighbours homes and their properties. (Eg. loud music, voices, parties etc).
- Noise limit is 10pm – undue noise is not permitted and no type of entertainment may disturb other guests.
- We have no objection to consumption of alcohol in moderation. Guests are not permitted to use drugs and/or be intoxicated by alcohol – this will result in the eviction of the total group. If any one person breaks these rules the whole group risks their tenancy for the duration of your stay and forfeits their bond and all monies paid.
- No eating and drinking in bedrooms; else a cleaning fee of \$50 will apply after your occupancy.
- The Guest must, every time they depart the property, securely lock doors and windows, and switch off lighting, appliances and water to conserve resources and avoid damage; else fees will apply and be charged.
- The Guest shall immediately report any repairs required or damage to the Property Managers.
- Animals are not permitted unless expressly agreed in writing by the Property Managers prior to arrival.
- Children must be supervised at all times at Pool, BBQ area and communal indoor areas.

9. Right to inspect the Property and re-enter the Property

- The Property Manager has the right to inspect the property during the booking period subject to reasonable prior notice being given, unless the Property Manager has reasonable grounds to believe that the property is being damaged or at risk of, or if the Guest and/or their group breaches any term of this agreement, or for cleaning and emergency reasons.

10. Departure

- The property must be vacated by the Guest and keys returned to the Property Manager before 10:00 am on the Departure Date. Failure to depart will authorise Wombats B&B to levy additional charges for rental and costs incurred.
- If an extension to the check out time is required, this can be arranged with the Property Manager 24 hours prior to departure. This request is subject to availability and will be charged at the pro-rata daily room rate.
- Departure Cleaning Fees of at least AU\$120 will apply to premises vacated and left in a state or condition that is beyond our normal house keeping duties as determined by the Property Managers. Fees and charges will be determined and levied by the Property Managers. Most Guests do not incur a Departure Cleaning Fee.
- All furniture, fittings, kitchen utensils, outdoor equipment, etc. is to be returned to their original positions, else fees of at least AU\$120 will apply to return the property to the original condition as when you arrived.

11. Cancellation by the Property Provider

- In the unlikely instance that the property is withdrawn, Wombats B&B will endeavour to locate a property of equivalent specifications. However, should the alternative property be unavailable or unsuitable, the Guest will receive a full refund of the monies received.

12. Right of refusal and application of other Special Conditions

- Wombats B&B or its Property Managers may refuse, at its discretion, to accept any Guest and/or their group's members.
- Furthermore, Wombats B&B or its Property Managers may require that other Special Conditions be agreed to on arrival of the Guest and/or their group's members or during the stay.
- The Guest and/or their group are hereby notified that: Management reserves the right to ask any guest and/or their group to permanently vacate the premises at any time, no refunds of money are due or payable to the guest.
- All Fees / Charges raised during or after your stay and directives and decisions given by the Property Managers are final. No negotiation will be entered into, Property Managers decisions are final.
- All costs incurred by us to defend against deformation or slanderous remarks made in the public domain will be for guests account.

13. Privacy

- Wombats B&B will not share your personal information with any third party, unless it is required to complete your booking, provide services to you, or settle your account, or for legal reasons.

14. General Law

- You acknowledge that Wombats B&B carries on business within New South Wales and this Agreement shall be governed by the laws of New South Wales.

15. Additional Terms and Conditions for Stays of 4 weeks or more

- A Deposit of 50% of the Total Amount, up to a maximum of the first 8 weeks rental plus a Departure Cleaning fee, is required to secure a Booking (Except for periods during NSW School & Public Holidays; Christmas/New Year and Easter, where 100% is required at time of booking. Deposits are non refundable.
- The property is let to you for the number of people, on a week to week basis, and for the period stated in your booking confirmation or on the booking slip completed with you at the time of commencement or your application to the Property Managers.
- Extensions are subject to availability and approval. The Property Managers may require that other Special Conditions be agreed before commencement or continuation is permitted.
- A Payment Schedule is confirmed with you at the time of your booking confirmation. Rental is billed in advance thereafter starting at the end of the 1st week.
- Failure to make on time payments in accordance with the agreed schedule will result in the immediate cancellation of your booking and any monies held will be subject to the Refund Policy. Any leniency offered is totally at the Property Managers discretion and does not negate your obligations or our powers under these continuing terms and conditions.
- For bookings longer than 8 weeks a residential lease may apply and your payment schedule and fees may increase.

- Credit cards - Amex, JCB, MasterCard & Visa - only are accepted, and a service fee of 3% inc GST is applicable, unless waived by the Property Managers.
- The Guest shall not sublet or assign the property or any part of it.
- The amount of the Bond may vary for, bookings greater than 4 weeks, leases, or as deemed necessary by the Property Manager from time to time.
- Changes of Linen and Towels etc are supplied weekly for these longer stays. Room cleaning and changing of bed linen is the responsibility of the guest. Alternatively room cleaning arrangements can be made with housekeeping and any additional fees will be charged to your account.

Disclaimer. Wombats Bed & Breakfast makes its best efforts to ensure that all the information that appears on these websites is accurate. However, Wombats Bed & Breakfast does not accept liability for any errors and/or omissions and reserves the right to change the information published at any time and without notice.

Thank You for Choosing - WOMBATS B&B & APARTMENTS