

Terms and Conditions

In this document "we" or "us" mean Peter Fuller ABN 62 674 559 118 t/as Whiterocks Tanunda, 11 Julius St, Tanunda SA, Email: info@whiterocks.com.au; Ph: (+61) 0418 24 5858; Website: www.whiterocks.com.au

Tariffs

1. Tariffs for stays are as stated on our website, are expressed in Australian dollars and include GST. A confirmation of a booking we issue is a tax invoice for GST purposes.

Bookings

2. Your application for a booking is subject to our accepting the booking. Make no commitments unless and until sent a confirmation of the booking.
3. If you apply **directly** to us the booking is not valid until after you pay us 100% of the tariff for the entire stay and we issue a confirmation of the booking.
4. If you apply via an on-line travel agent (OTA) acting as our **agent** (such as Stayz or HomeAway), and your payment is processed by us, the booking contract is only between you and us, however the OTA's payment and cancellation policy applies.
5. If you apply via an OTA acting as a **reseller** of our accommodation service (such as Airbnb or booking.com), your payment is processed by the OTA and the booking contract is only between you and the OTA. However, the balance of these terms and conditions apply and are enforceable by us against you directly.
6. To change a booking (change dates or the number of guests) contact us only by email. Changes are subject to availability.
7. To cancel a booking, contact us only by email and as soon as possible. If you cancel at least 30 days in advance, we will refund the tariff less a \$110 fee; if you cancel 15 - 29 days in advance, we will refund 50% of the tariff; if you cancel 14 or less days in advance, no refund is payable.
8. If we need cancel a booking for reasons outside our control (such as damage to the property caused by inclement weather) we would advise you or the OTA as soon as practicable, and if we took payment of the tariff refund the tariff. However, if an OTA reseller handled the booking and took payment from you, you would need to look to that OTA for a refund.

Checking in

9. A guest may not enter the property before **3:00pm** on the first day of the stay unless approved by us in writing.
10. To collect the keys to the house, call or sms (text) us on the above phone number.

Stays

11. If after arrival you cut short your stay, we do not offer any refund for the day/s not taken. If we cut short your stay for reasons outside our control (and not caused by you or your visitor), we would refund a fair proportion of the tariff.
12. **Check-out time is 10:30am** (sharp) on the last day of the booking. Any unauthorised overstay incurs a daily tariff plus any costs we incur (such as in wait time for our cleaning contractor, compensating a following booking unable to check in) and would be debited to you.

COVID-19

13. If you or your visitor quarantines at the property due to COVID-19, we may debit you the deep cleaning costs we incur after the stay.

What we supply

14. We will supply the property in hygienic and serviceable condition when your stay starts.
15. If during your stay you become aware of any manifest damage or lack of function in the property, please report that to us immediately. If during your stay anything in the property should require repair or maintenance, we would arrange for that to be taken promptly and at a time reasonable.
16. **We make up, configure and make available (unlock) bedrooms depending on the number of guests in the booking. We assume 2 only guests are a couple and will use 1 bedroom; 3 people are a couple plus a single and will use 2 bedrooms; 4 people are 2 couples and will use 2 bedrooms etc. You should advise us at the time of booking if the configuration is otherwise. A 'snug' room with a sofa bed can be made up as a 4th bedroom if required for 4 singles for example.**
17. We supply bed linen, towels and toilet requisites only for the number of guests booked.
18. We supply firewood, kindling, fire-starters and matches for use in winter in the 1 fireplace in the house not blocked off (lounge room). Once the fire is fully alight, close the top and door vents to achieve a slow combustion fire.
19. We do not supply any meals or beverages. We provide basic supplies for about two breakfasts (such as cereal, milk, eggs, bread loaf, teas and coffee pods).
20. A guest compendium in the house and on our website includes emergency services contact details.

Septic system

21. Do not put bleach, disinfectants, antibiotics, chemical cleaners, pesticides, herbicides or caustic soda in any toilet, sink or basin because such drain to an in-ground septic tank in the back garden where waste is partially treated by naturally occurring anaerobic bacteria before collection by the local government authority. If the anaerobic bacteria is killed or disrupted the tank may need to be pumped out and cleaned, then recolonised by anaerobic bacteria - a costly process that would be debited to you if due to your fault.

Electricity

22. Electricity is expensive, and while the tariff allows for normal usage we reserve the right to recover the cost of any abnormal, excessive, usage. The reverse-cycle, ducted, air conditioning system is a major factor. **When leaving the house for an outing you might turn off the air conditioner to conserve electricity.** If the house is unoccupied for a few hours (no movement detected) the air conditioner may turn off to conserve electricity.

Prohibited conduct

23. The following are prohibited and may result in your immediate removal from the property without any refund:
 - 23.1 using the property for any illegal purpose or other than for temporary residential accommodation;
 - 23.2 bringing a dog (other than a trained assistance dog) or other pet onto the property;
 - 23.3 **allowing any person to stay overnight greater than the number of guests booked (and would also result in our debiting you an additional tariff of \$125.00 per night for each excess guest);**
 - 23.4 bringing a motor vehicle on the lawn (because such may damage the in-ground sprinklers or the septic system and rectification repairs would be debited to you if due to your fault);
 - 23.5 improper interference with any fixtures, appliances or equipment in the property;
 - 23.6 making any alteration or addition to the structure of the property;
 - 23.7 forcing access to any rooms / cupboards / garage locked off;

- 23.8 allowing the house to be in unhygienic condition;
- 23.9 burning of incense in the house;
- 23.10 smoking in the house or the garden (and smoking in the house would also result in our debiting you the costs of cleaning the soft furnishings of about \$330.00);
- 23.11 burning of a candle inside the house;
- 23.12 lighting a fire upon the property, except in winter and in the 1 fireplace in the house not blocked off (lounge room slow combustion Nectre box);
- 23.13 failure to secure the house when no person is upon the property;
- 23.14 allowing more than total 7 guests and visitors upon the property at the one time without our prior consent;
- 23.15 causing a nuisance to neighbours, after 1 warning;
- 23.16 malicious or reckless damage to anything upon the property (includes vegetation in the garden).

Privacy

- 24. CCTV is in use on the property outside the house. Passive sensors in the house detect movement, people count and noise to ensure guest numbers do not exceed those booked.
- 25. Wi-Fi access is provided at our discretion and the tariff allows for normal usage and requires you a valid email address to log-in. The wireless network is provided "as is" without warranties of any kind, either expressed or implied.
- 26. We respect your right to privacy and would only enter upon the property in an emergency or with your consent.

Vacating the property

- 27. When you check-out you must:
 - 27.1 put back in their original positions any moveable furniture or decorative items you moved during your stay;
 - 27.2 relocate waste in the house to the appropriate outside wheeled bins (do not put the wheeled bins out on the street, our cleaning contractor will attend to that);
 - 27.3 leave the house in a reasonable state of tidiness and hygiene;
 - 27.4 put dirty kitchenware in the dishwasher and turn the dishwasher on;
 - 27.5 turn off the lights and air conditioning;
 - 27.6 lock the exterior windows and doors of the house and leave the keys on the kitchen bench - if any keys are not returned we would debit you the cost of changing the locks;
 - 27.7 take away all your personal property – if you leave any item of obvious significant value (such as a mobile phone, jewellery, a coat) we would endeavour to contact you, to arrange for that item to be sent to you at your cost. Otherwise we may dispose of the item as we think fit.

Please do not:

- 27.8 wash linen or towels, as such will be done by our laundry contractor;

27.9 empty the fire box of the fireplace, as such will be done by our cleaning contractor.

Other

28. We are not liable for any disruption, variation or defect in services to the property except to any extent caused by our wrongful act or gross negligence.
29. We will not at any time make improper use or disclosure of any personal information about any guest the use or disclosure of which information is regulated by the *Australian Privacy Principles* and obtained in connection with the booking contract and not in the public domain.
30. You are vicariously liable for any act or omission by any guest or their visitor that if done or not done by you would breach any of these terms.
31. If under these terms we become entitled to recover from you any additional tariff, damages, cost or expense we may debit the payment method you used for the booking. If such additional payment is refused we may charge a late payment fee of 5% per annum plus collection costs. To avoid doubt, your liability would not be limited to any security bond.
32. These terms and the Booking Summary represent the entire contract for the stay. Your booking contract is incapable of being transferred to a third party.