

Terms and Conditions

RECITALS

- A. Campbell Point House (hereinafter referred to as CPH) is a private hotel available for use strictly under the terms herein.
- B. Hirer's acknowledges they are responsible for all guests in their party adhering to the terms and conditions as set out under this agreement.
- C. The Hirer will be personally responsible and liable for any breach and subsequent loss or damage caused or occasioned by them or any other guest under this agreement.
- D. The Hirer agrees to indemnify and be held responsible for any loss, damage or claims against CPH however so arising from any failure to comply with the terms under this agreement.
- E. Bookings will be confirmed by the issuing of a 'booking confirmation' subsequent to payment being received under the terms and conditions herein.

OPERATIVE PART

I. Interpretation

The laws of the state of Victoria govern this agreement, and the parties, submit to the non-exclusive jurisdiction of the courts of that State.

In the interpretation of this agreement:

- a) References to 'CPH' refer to Co. Trading as CPH or where applicable CPH will also refer to the physical property and grounds in its entirety.
- b) References to 'the client' and 'the hirer' refer to all guests that may be on the property from time to time.
- c) References to 'registered guests' refers to 'staying guests'.
- d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of the state of Victoria; Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.
- e) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- f) References to a party are intended to bind their executors, administrators and permitted transferees;
- g) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Terms of payment and cancellation

Should the client fail to pay the balance of deposit within the time stated CPH would consider the booking cancelled and will rely upon the cancellation terms provided herein.

- a) **Payment methods accepted** Credit card / debit card Direct deposit. No cash is handled at the property and cheques are not accepted.
- b) **Standard Payments:** Rooms may be "held" at no charge for a maximum of 5 working days and then must be confirmed with a deposit payment of 50% and secured by a credit card or released. All bookings for Campbell Point House must be paid in full 10 days prior to the date of stay.
- c) **Festive Season Payments** This applies to the festive season date range of 15 December to 5 January: 50% deposit at the time of reservation. Payment in full 60 days out from the date of stay.
- d) **Group Bookings Payments** For bookings of 4 Rooms/Suites or more: 25% deposit at the time of reservation and the deposit is non refundable. Payment in full 60 days prior to the date of stay.
- e) **Exclusive Use Payments** Applies to all reservations for Exclusive Use of the hotel including weddings and events: 25% deposit at the time of reservation. The deposit is non refundable. Payment in full for accommodation 6 months prior to the date of stay. Catering payment for events due 21 days prior to booking with a non refundable deposit of 25%
- f) **Age requirement** Guests must be 18 years or older with valid government issued identification to reserve and to check in to a guest room. A person of the minimum age requirement must be present at check in time and become a registered guest in the room.
- g) **Photo ID Policy** For your safety and security, a valid photo ID (e.g. passport or driver's license) is required to be presented PRIOR TO check in. For bookings made on third party websites, we will require to retain a copy of your photo ID.
- h) **Payment Policy** It is a policy of CPH to take a bond prior to arrival to guarantee both incidental charges and in case of damages for the duration of your stay. Furthermore, we do monitor all guest accounts throughout the stay to ensure that the account does not exceed the bond secured upon check in. The bond amount is \$250 per bedroom.

- i) Prior to check in, a pre - authorisation of \$250 per bedroom is processed on your credit card. We recommend that the final bill be settled with the same credit card presented on check in.
- j) **Note about Pre-authorisation:** A pre-authorisation is a bond amount frozen (or reserved) on your credit card, but not deducted from your account. It may take 5 – 7 business days for this bond amount to be available on your credit card. Please note that this process and the estimated time for the return of funds are enforced by the card issuer and cannot be controlled by CPH.
- k) **Paying by debit card:** Prior to check-in, a payment equivalent to the total accommodation amount plus \$250 per night per bedroom is processed on your credit card. Any unspent amounts are refunded at time of check out onto the same card. Please allow 5 – 7 business days for the refund to appear on your debit card account – the estimated time for the return of refunds is enforced by the card issuer and cannot be controlled or influenced by CPH.
- l) **Standard Cancellations:** Cancellation more than 60 days out from the date of stay – 25% of deposit will be refunded. Cancellation within 60 days from the date of stay – 50% cancellation fee (loss of deposit). Cancellation within 30 days from the date of stay – cancellation fee of 100% will be charged.
- o) **Group Booking Cancellations for bookings of 4 Rooms/Suites or more:** Cancellation more than 90 days out from the date of stay – Cancellation fee of 25%. Cancellation within 90 days from the date of stay – Cancellation fee of 50%. Cancellation within 30 days from the date of stay – Cancellation fee of 100%.
- p) **Amendments to number of rooms held:** Reductions in total rooms/suites held (25% change or less) can be made up until 60 days out without incurring cancellation fees. Changes greater than 25% and/or less than 60 days out will incur the appropriate cancellation fee.
- q) **Exclusive Use Cancellations:** Applies to all reservations for Exclusive Use of the hotel including weddings and events: Deposits are non refundable. In the event CPH is unable to be re-booked at full occupancy for the entire period of the cancelled booking the client will be liable for the amount payable for the entire period unable to be re-booked.
- o) **Gift Voucher Bookings:** Please present the original voucher at check in. For these bookings, we will require a bond of \$500 per room for incidentals as well as any outstanding accommodation amount not covered by the voucher.
- p) **Credit Card Merchant Service Fees:** Credit card payments, including payments by Paypass, Paywave or Respay, will incur a merchant service fee in addition to the total amount payable as follows: Visa, Mastercard, American Express m 1.2% (Inc GST)
Payments by cash or EFTPOS do not attract a merchant fee
- q) High season is 1 October until 30 April. Low season is 1 May until 30 September.
- r) **Check in time begins at 3:00pm and concludes at 6pm** (arrivals outside of this window by prior agreement only) and check out is by 11am. Early arrivals and late departures are based on availability, fees may apply. In order to guarantee arrival prior to 3pm, pre- registration is available at an additional full night charge
- s) Parking is available onsite free of charge at 1 car per room.

4. Changes of date

- a) CPH will only consider client requests for date alterations will be considered where at least 60 days notice is given. This is subject to the availability of CPH and the payment of any rate difference that may be applicable.

5. Hire period

- a) **Check in Policy**
Check in time begins at 3:00pm and concludes at 6pm (arrivals outside of this window by prior agreement only) and check out is by 11am.
- b) Early arrivals and late departures are based on availability, fees may apply. In order to guarantee arrival prior to 3pm, pre registration is available at an additional full night charge
- c) **Age requirement:** Guests must be 18 years or older with valid government issued identification to reserve and to check in to a guest room. A person of the minimum age requirement must be present at check in time and become a registered guest in the room.
- d) **Photo ID Policy:** For your safety and security, a valid photo ID (e.g. passport or driver's license) is required to be presented PRIOR TO check in and we will require to retain a copy of your photo ID.

6. Use of property, number of guests

- a) Campbell Point House has 8 Suites: 1 Master suite (level 2), 4 Mansion Suites (Level 1), The Lake House, The Cottage and The Stables.

Each Suite has its own private ensuite featuring toilet, walk in shower.

- b) The Suites have a king bed
- c) All Suites are furnished with lounge chair(s), wardrobe, stocked mini fridge and tea and coffee making provisions.
- d) **Bed Room Capacity:** Each bedroom has a maximum capacity of 2 people.
- e) The client warrants that the property will be used for personal domestic and holiday purposes only. Should the client use the property for any other purpose without the prior consent of CPH, CPH reserves the right to cancel the client's booking immediately. Should this be necessary the client will not be entitled to a refund of any monies paid.
- f) The client warrants that all guest information provided is true and accurate.
- g) The client warrants that it will not cause disturbance to CPH's neighbours. Excessive noise is prohibited; any failure to comply with this condition may result in termination of the agreement and the immediate eviction of guests.
- h) CPH is a private hotel, and therefore only hosts booked resident guests. – we are unable to allow visitors to the property. Any unauthorised gatherings of non-resident guests will result in a minimum fee of \$2000. The final fee will be determined depending on the nature and impact the gathering has on the property
- i) Food preparation facilities are not be available for guest use and no self-catering is permitted.
- j) CPH is fully licensed and BYO alcohol is not permitted.
- k) Service of alcohol ceases at 11pm for hotel stays. For events alcohol service concludes at 11pm on Fridays and Saturdays and 10pm on other nights of the week, this is the time events must also conclude.

7. Care of property, breakages, damage and cleaning

- b) a) The client agrees to take all due reasonable and proper care of the property, including its furniture, chattels and fixtures. The client warrants that it will leave the property in the same state as it was provided to them in, the client warrants it will not unnecessarily move any furniture, chattels or fixtures from their original positions.
- c) CPH is not connected to mains sewers as such the client warrants that it will take extra care to ensure only toilet paper is flushed down toilets. The client warrants to accept responsibility for any repairs made necessary by a failure to comply with this condition.
- d) The client acknowledges it may be liable for any necessary cleaning required due to a failure to comply with the conditions under this agreement.
- e) The client warrants that no ball games and no running will take place throughout the property, or in the pool area.
- f) The client agrees that CPH may take any amount necessary from the security deposit, required to put CPH into the position it was in prior to the failure to comply with the conditions within this agreement. The client agrees to reimburse CPH for the necessary repair or replacement of any breakages to any furniture, chattels or fixtures that form a part of CPH.
- g) Please refrain from using any spray tan at the property as it stains.

9. Pets and the environment

- a) CPH is set within a rural setting on the banks of Lake Connemare. The client acknowledges that wildlife, some of which can be dangerous is sometimes present in and around the property. These include snakes, water birds, mice and foxes
- b) The client warrants that it must be vigilant particularly during the summer months, ensuring that appropriate footwear and clothing is worn.

10. Day spa, Pool area and Tennis Court

- a) Observe the 'Pool Rules' as displayed in the pool area at all times
- b) There is no glass permitted in the pool area
- c) The pool area is not accessible during events at the property and there is no swimming allowed between 8pm and 8am.
- d) Use of the tennis court is by booking only
- e) All spa treatments need to be booked in advance and are subject to availability.
 - A cancellation fee of 50% of treatment charge applies if booking canceled and we are unable to re-book the appointment
 - A cancellation fee of 100% of the treatment cost applies if canceled within 48 hours of appointment

11. Complaints, property issues

- a) In the event of maintenance issue or complaint the client must notify management at the earliest opportunity by calling management on 0467494004.

12. Right of entry

- a) The client acknowledges that CPH representatives shall be at the property at reasonable times for the purpose of inspection or to carry out necessary repairs or maintenance.
- b) CPH representatives are present at the staff quarters and office at the property and have access to these areas at all times. These areas are off limits to guests.
- c) CPH representative(s) will be onsite at all times during your stay
- d) The service gate entrance and driveway are out of bounds for guests.

13. Warranties

- a) CPH does not warrant and is neither liable nor responsible for the accuracy of any verbal information or statements given by its servants or agents

14. Liability

- a) CPH, together with any of its assignees, servants or agents shall not be, subject to statutory limitations, liable to the client, its guests or assignees or any third parties, for damage, loss, expense or injury howsoever arising in connection with the client's stay.
- b) Due to unforeseen natural occurrences, CPH may not be able to control certain problems that may accompany weather-related incidents and is not responsible should there be a power failure, or other condition that may inconvenience our guests. We will do everything we can to rectify any situations as soon as possible.

15. General client responsibilities

- a) The client warrants that it will comply with all house rules and any reasonable direction from CPH. The house rules are provided to you in the attached booking agreement and again to you upon your arrival.
- b) The client acknowledges that it has read the terms and conditions contained within this agreement and that all other guests have also read and understand this agreement.
- c) The client acknowledges that any breach of a condition under this agreement may result in the immediate termination of the agreement together with damages becoming payable for any loss or damage caused by a breach.
- d) The client acknowledges that travel insurance is the sole responsibility for each individual guest staying at CPH and it is recommended that each guest acquire that insurance.
- e) CPH is a wax free property and no naked flames (e.g. candles and sparklers) are permitted at any time.
- f) The use of drones is not permitted at the property without prior consent and agreement due to our close proximity to Barwon Heads Airport.
- g) Professional / commercial photography is not permitted unless otherwise consented to and agreed by CPH.
- h) Video camera surveillance systems are present on the property in common areas. Camera surveillance will be ongoing and continuous and may occur at any time.

16. Counterparts

- a) This agreement may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of the agreement will be the date on which it is executed by the last party.
- b) CPH reserves the right to change the terms and conditions in this contract and will notify the client as soon as practicable.
- c) Fireworks are not permitted at the property.
- d) Helicopters may be able to be landed at the property by prior arrangement only. MicroFlite is the only helicopter charter permitted to land on the property and a \$1000 fee is payable.

17. Force Majeure

- a) Where a force majeure event or a similar circumstance beyond CPH's reasonable control prevents or delays CPH from performing an obligation in respect of the terms and conditions, that obligation is suspended for so long as the force majeure continues and the delay or failure to perform will not be a breach of CPH's contract with you.

18. Child Policy

- a) Children ten years and older are welcome to stay when we have other guests.
- b) Children of all ages are welcome when the house is booked exclusively. We offer Family Suite options and rollaway beds for children, by arrangement - please enquire.

19. Confidentiality

- a) All dealings between the Hirer and CPH are to be kept strictly confidential. Use of / comments on any form of social media or any publically available forum referencing or inferring CPH must be in compliance with this agreement. This extends to your 3rd party suppliers also.
- b) CPH reserves the right to post pictures and commentary on social media sites that may include images during your hire period. Please advise us in writing should you wish this not to take place.

20. Intellectual property

- a) It is the Hirer's responsibility to ensure that it does not infringe any intellectual property rights of any third party by its use of CPH.
- b) The Hirer must on demand provide CPH with evidence of its right to use any intellectual property of any third party.
- c) The Hirer must at all times indemnify CPH from and against all actions, suits, proceedings, claims, demands, damages and costs whatsoever brought, prosecuted or made (as the case maybe) against CPH for and on account of any breach of any intellectual property rights of any third party including but not limited to such rights arising from the performance of any musical, literary or dramatic work during the Hire Period.

21. No subletting or assignment

- a) The Hirer must not sublet or assign its Booking to any person or entity without the prior written consent of CPH and on such terms and conditions as CPH may specify.
- b) No camping or caravans or temporary bedding are permitted on the property
- c) No photoshoots are permitted unless prior approval is given and the relevant fee paid

22. Advertising

- a) CPH reserves the right to view and approve all advertising material prior to publication.
- b) If images or experiences at CPH are to be used for promotion of a business or for Commercial gain, prior written permission must be obtained from CPH.
- c) No banners or advertising material are to be placed either outside or inside CPH at any time, unless CPH's consent has first been obtained.

23. Works

The Hirer must not:

- a) Interfere with the electrical, lighting or audio installations at CPH; or
- b) Interfere with any structural aspect of CPH; or
- c) Undertake any other work at CPH
- d) Attach anything to CPH buildings / walls / staircase

24. Condition of the property

- a) The Hirer agrees and acknowledges that CPH is in good repair and clean condition at the commencement of the Hire Period and must be returned in the same condition at the end of the Hire Period.
- b) The Hirer is liable for any costs, loss or damage suffered as a result of damage caused to the state of repair or condition of CPH during the Hire Period.
- c) The Hirer agrees and acknowledges that if any damage occurs to CPH during the Hire Period, whether or not as a result of the Hirer's use of the property, the Hirer must, at its cost, reinstate CPH in accordance with CPH's reasonable direction or, at CPH's election; pay to CPH the cost of the reinstatement.
- d) CPH may retain such amount of the Bond as will cover any costs incurred by CPH for any repairs or excessive cleaning required as a result of the Hirer's use of CPH (other than fair wear and tear). CPH retains the right to determine the cost of any repairs or cleaning required.
- e) The Hirer agrees on demand to pay to CPH any such further amounts as are required to cover the cost of repairs or excessive cleaning .
- f) CPH will not assume any responsibility for any goods or equipment left at the property whether prior to, during or at the end of the Hire Period.

25. Insurance

- a) The Hirer must not do anything that may or does render void or voidable any insurance policy in relation to CPH.
- b) The Hirer is responsible for workers' compensation insurance for its employees and for all Insurance coverage on goods and services brought to displayed or provided at CPH.
- c) The Hirer agrees to acquire travel insurance for the duration of their stay