

THE ARTIST'S HOUSE TERMS & CONDITIONS AS AT APRIL 2009

**** Please read these terms and conditions carefully as these conditions incorporate the basis on which bookings for The Artist's House are accepted. Failure to abide by these Terms and Conditions permits the owner to refuse the key, amend the rental or apply additional charges and/or terminate the occupancy.****

How to Book / Quotes and Reservations

Bookings can be made via email trent@theartistshouse.com.au or by calling 0401 389 569 or 02 62514 861. You can also book online on our website www.theartistshouse.com.au

Any verbal quote given is only an estimate of the price, which will be subject to written advice on confirmation of the reservation.

Accommodation

The premises are let to you for holiday purposes only.

The tenancy is for the period stated in the confirmation letter and final receipt.

The accommodation is for the maximum of four persons or less as stated in the confirmation letter.

Whilst care is taken to ensure that the description of facilities and services at The Artist's House is accurate, these may be changed, upgraded, and on occasion taken out of service. If any feature/facility is essential for the guest in choosing this particular property, it is advisable that the guest checks this with the owner at time of booking. The owners cannot be held liable for omissions or errors, whether temporary or permanent, in regards to the property's facilities and services.

Amendments to Date or Numbers of Guests

Date Change - a date change amendment may be accepted on the property at the discretion of owner, however the owner reserves the right to treat any amendments inside 14 days prior to check-in as a cancellation and apply cancellation fees accordingly.

Number of Guests changes may be accepted at the discretion of the owner and additional tariffs will apply.

Booking Arrangements

The spokesperson arranging the booking shall be deemed to have accepted the booking conditions on behalf of all persons in the booking.

Booking Fee

A booking fee of \$20 applies to all reservations and is included in the tariff total provided. This fee is non refundable.

Cancellations

14 days prior to check in - no cancellation fee however booking fee of \$20 will not be refunded.

Within 14 days and 7 days prior to check in- \$125 cancellation fee plus \$20 booking fee.

Inside 7 days- Loss of full deposit (50% of tariff) plus \$20 booking fee.

If the property can be re-let over the exact dates at the same tariff then no cancellation fee will be charged, however the booking fee will not be refunded.

Car Parking

Parking for a maximum of three vehicles is available on the property.

Check-in

Standard check-in is strictly 12pm. In certain circumstances an early check-in may be arranged at time of booking at the owner's discretion. Without prior consent an early check-in fee may be debited to the credit card of the guest (30% of the nightly tariff) and the guest hereby authorises the owner to do so. Full payment is required before the release of any keys.

Check-out

Check out time is strictly 12pm. In certain circumstances a late check-out may be arranged at time of booking at the owner's discretion. Without prior consent a late check-out fee may be debited to the credit card of the guest (30% of the nightly tariff) and the guest hereby authorises the owner to do so. Keys must remain at the property and be secured in the key safe located in the main garden entry.

Cleaning and Linen

Linen is included in the tariff.

No mid stay service is available unless arranged in advance. Should you require additional services please contact us prior to your arrival and we will be happy to arrange this for you (charges will apply).

In the event the premises are left in an excessively dirty or untidy state a charge will be made to your credit card.

Contacting the owners

Occupiers must contact the owners immediately should a matter at the property require immediate attention. Whilst every effort will be made to respond to guest contacts, the owners do not guarantee that they will be contactable during a guest's stay.

Credit Cards

The Credit Card used for payment of accommodation must be in the name of the person making the reservation. DEBIT CARDS NOT ACCEPTED.

Where a credit card is not available a \$500.00 deposit will be required.

In the event of any accounts (e.g. telephone accounts, hiring charges, cleaning charges, breakages, damage to the property etc) being unpaid and becoming payable, you authorise us to charge those accounts to you utilising your credit card. All charges are subject to our discretion. This authority is valid for sixty (60) days after the last day of your stay.

Damages, Breakages and Losses

All damages, breakages or losses to the property, furniture and furnishings are to be reported to the owner by the guest immediately. Should you discover a default or breakage or maintenance/safety issue when you arrive, please advise us or we will consider those the responsibility of the current guest and charge accordingly. Occupiers shall not mark, paint, drive nails or screws or the like into or otherwise damage or deface any structure that forms part of the property. Occupiers shall not damage any lawn, garden, tree, shrub, plant or flower being part or situated upon the property.

When a guest makes a reservation or an invitee of a guest enters the premises, they are deemed to have agreed to be bound by these conditions. Guests and invitees are expected to behave in a manner, which is conducive to the safety, comfort and convenience of other guests within the property and neighbours. In the event that the property has been either damaged (whether such damage is willful or not) the owner without reference will enter a debit on the credit card of the guest and the guest hereby authorises the owner to do so. This is at the sole and absolute discretion of the owner.

Deposit

A deposit of 50% must be received immediately by Credit Card, EFT or cheque to confirm the booking. Payment of this deposit will constitute acceptance of these booking conditions.

Final Payment

Full payment must be received at least 14 days prior to check-in. For bookings made inside this time frame full payment is required at time of booking via credit card. The balance will automatically be processed to your credit card 14 days prior to your arrival. We accept MasterCard and Visa. If deposit or final payment is not received by the due date, the owner reserves the right to cancel the booking.

Functions and other Non-Accommodation use of the Property

The property is for accommodation purposes only. Functions or alternative uses of any sort are not permitted without prior authorisation by the owners. Any type of function, party, wedding or get-together or alternate use could incur an additional fee.

Keys

Instructions on accessing keys will be provided a minimum of 24 hours prior to check in time on the date of arrival. Keys to the property are to remain at the property on departure. Please note that any lost or misplaced keys will incur replacement costs per set. It is the guests responsibility to contact a locksmith and pay any costs incurred with the after hours call out if keys are misplaced or lost and they need to gain access to the property during their stay. Please note that no keys will be issued if there is still a balance owing on arrival.

Late Arrivals or failure to arrive

No refunds will be given should this occur.

Loss, Damage or Theft of Guests Property

The owner takes no responsibility for personal property. This establishment or proprietor of the property shall not be liable to any guests or invitees for any loss, damage or destruction to the property or any personal property brought upon these premises by the said guest or invitee. Without limiting the foregoing personal property shall include jewellery, money and other personal effects and motor vehicles parked on premises.

Noise

Occupiers shall not create any noise to interfere with the peaceful enjoyment of owners or occupiers of any adjoining properties. Occupiers shall take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of occupiers of any adjoining properties.

Pets

No pets are permitted on the premises. The guest will have their booking terminated immediately with no refund of monies paid should they be found to breach this condition.

Property Maintenance

In the event the property requires urgent maintenance the guest agrees to allow the owner or agent of the owner reasonable access to the property during reasonable hours by appointment.

Rates and Changes

Rates are subject to change at anytime prior to deposit payment being made. Prices listed are in Australian Dollars. Any verbal quote given is an estimate only of price, which will be subject to a written advice on confirmation of the reservation. The price of your stay cannot be guaranteed until full payment is received.

Renovations

Renovations in adjacent or nearby properties or in the vicinity are beyond the control of the owner and the owner cannot be held accountable for what another owner does in his or her property. No responsibility will be taken for disturbances or inconvenience caused by these renovations.

Responsibility

Every effort is made to ensure that information provided, including on the website, is correct. Information and rates on The Artist's House website are subject to change without notice.

Subject to Change

The owners accept bookings in good faith and these bookings may be subject to change. The owners cannot be held responsible for circumstances beyond their control. That is, if the property is sold or withdrawn from the rental market; the property is altered in any way; or the owner wants the property for their own use; or any other bona fide reason. Tariffs are subject to change without notice.

No responsibility is accepted for errors and omissions contained on our web site and ensuing correspondence with respect to bookings and tariffs. We are careful not to misrepresent this property. The owners cannot be held responsible if the accommodation is unsatisfactory on arrival. No refund is given if you are unsatisfied with your accommodation. In certain circumstances refunds will be given due to health and safety reasons. Satisfactory evidence in writing from a guest may be considered. This refund process may take between 2 to 4 weeks. A written refund application will need to be completed for consideration. No guarantee is given that your money will be refunded.

Under 18's

All guests under the age of 18 must be accompanied by a parent/guardian or an individual over the age of 18. We have the right to refuse or cancel any booking, when the legal guardian over 18 cannot provide current photo ID if requested.