# **Eden Farm Escape Terms and Conditions**

### **General Policies**

# Off Grid

Eden is an "off grid" facility. This means that all our power is provided by the sun. During the day power that is generated and not used will be stored in batteries to power the cabins at night.

All the water is provided by our rainwater tanks.

- Please be mindful of others and don't leave taps running, take long showers, etc.
- Please do not leave electrical devices on when not in direct use.
- Please turn off Air Conditioners at 8pm as they will drain the batteries very quickly.
- Eden uses septic tanks please only toilet paper in toilets, as anything else can cause damage.

# **Cleaning Fees**

Please be aware there is a cleaning fee per booking. If you are staying longer than 6 days 1 complimentary cleaning will be provided during your stay.

- Studio \$80
- 2 Bedroom \$150
- 3 Bedroom \$180

# **Extras Costs**

- Cot Fee \$25
- Extra Person/ Bed Fee- \$30/ Night
- Horse Riding \$80 per hour per horse
- Picnic from \$100 price based on number of people and drinks.
- Wine and Chocolate arrival box from \$100 -price based on type of wine requested.

# **Policies**

Whilst we would like you to enjoy Eden and feel like you are a home away from home, there are a few cabin rules we would like you to respect.

- No parties.
- No smoking in the cabins, on the decks, or within 20 meters of the cabins.
- As Bilpin is a peaceful rural community please be respectful of that and the neighbours. No loud music, offensive language etc.
- No fires to be lit outside other than in the fire pits. Fire pits will not be usable during no fire season.
- All our animals mean a lot to us. We request that you please pick up after yourselves while on the grounds. Many of our items can cause illness or harm to the animals.
- As we are an Equine facility our insurance does not cover your pets onsite.
- Whilst we encourage you to interact with our animals onsite please do not feed them or enter their paddocks.

- We request you be mindful with water and electricity as we are powered by solar panels and rainwater tanks.
- Please don't leave taps running, take long showers, or leave on electrical devices while not in direct use.
- Eden uses septic tanks please only toilet paper in toilets, as anything else can cause damage.

### Children

As this is a working farm, we have many large animals and an open dam. Please be mindful of your children and keep them off the fence and out of the animal enclosures. Please, also, be wary of wandering children and the water.

# **Our Dog policy**

• Dogs will not be allowed on the property with out a signed and approved dog waiver. Please find our dog waiver on our website or contact us to request one.

### Horses

Horse boarding is available for you stay at a rate of \$25 per horse per day shared paddock \$30 for individual paddock. Please advise if you would like to organise horse boarding.

# The Grounds and Animals:

While we are happy for you to wander the grounds, we ask that you do not enter the enclosures or feed the animals without a staff member's permission.

Guests will have full use of the cabins and surrounding lawns. The 90 acres can be accessed by guests but is also utilised by our staff and agisted horses, you may meet some of our staff and riders around the grounds.

Our cleaner, trainer, and property manager may be around if you need anything. Otherwise please feel free to call 0439 813 643 for assistance.

# **Payments:**

A credit card is required to confirm your reservation. Once the booking is confirmed, a 50% deposit will be charged to your card. No reservations can be made without a deposit. The outstanding balance is due 14 days prior to arrival and will automatically be processed on the credit card provided upon booking.

All payments made by a Credit Card will incur a non-refundable credit card surcharge; Visa and MasterCard 1.95%, Amex and Diners 2.95%. Payments made on a credit card will be charged in Australian Dollars (AUD).

\*\* Non-payment of the 100% tariff will be deemed a cancellation of the booking.

Check In: 3:00pm

Check Out: 11:00am

#### **Cabins and Property Terms and Conditions**

#### • General Liability

Paddocks at Eden Equine are designed to complement the animals and vegetation in our collection. Large animals, bodies of water and bush trails, for example, can be dangerous. Children must be supervised by an accompanying adult at all times. It is an express condition of your entry and your participation in the activities conducted by Eden Equine that you do hereby, for yourself, your heirs, executors, assigns and next-of-kin and each of them release, waive and discharge Eden Equine, its officers, directors, agents and employees of and from all liability, claims or demands for all injuries, losses, damages of any kind or nature to your person or property or to that of any minor under your supervision, while on the property of Eden Equine.

#### • Maximum Occupancy:

The number of guests must not exceed number specified in the booking and failure to adhere to this will mean a charge of \$150 per person per night and / or immediate cancellation of the booking with no refund. This will be deducted from the security bond.

#### • Usage of Property:

The property is to be used for holiday accommodation only. It is not to be used to hold a party, wedding ceremony, wedding reception, or any other function including business or commercial use, unless agreed with the owner in advance, in writing. Should it come to our attention that a booking has been made, other than for accommodation purposes only or that the property is being used in a manner which is in breach of this clause, we reserve the right to cancel the booking at any time, refuse key collection upon arrival, evict the occupants or additional charges may be payable, which, at the sole discretion of the owner, may be deducted from the security bond. Neither the whole nor any part of the property shall be sub-let without permission.

#### • Description of Property:

The description of the property is on the Internet. This description is given in good faith. We are careful not to misrepresent any rental property. Items in the property may change from time to time. We will not be held responsible for changes to and or items removed from the property after the time of your booking. No refund is given if you are not satisfied your accommodation. If for whatever reason you choose to depart prior to your departure date, we do not refund rental costs either in full or part thereof. The accommodation is fully furnished. Changes to the property grounds and/or surrounds, outside of our control, such as weather, erosion, council work and neighbouring renovations will not affect the quoted tariff. We will advise you of these changes prior to your stay where foreseen. The Agent expressly excludes any liability whatsoever for any misrepresentation, or misleading conduct or statements, howsoever caused, and whether negligent or otherwise.

#### Damages and Extra Cleaning:

The premises and grounds are to be left in a clean and tidy condition. The property must be left secure with all doors locked and windows closed. Extra cleaning will be charged and calculated on the number of hours required over the and above the normal cleans.

- Damages or loss to the cabin key or gate remote will incur a fee of \$100.00.
- BBQ must be cleaned thoroughly on departure or a cleaning fee of \$200.00 will apply.
- All damages, breakages or losses to the property, furniture and furnishings are to be reported to the agent immediately and
  paid for by the tenant before the end of the tenancy. Should the tenant discover a breakage or default please advise the agent
  immediately otherwise we will consider this to be a responsibility of the current tenant and you will be charged accordingly.
- Furniture and furnishings are not to be re- arranged and must be in original position on departure.
- If tidying and re-arranging furniture has not been done, fees for extra cleaning will apply. We reserve the right to claim the
  full costs of reparation from you by charging the credit card provided.
- Should damage result in the property not being able to be rented for a period after your stay, you will be responsible for paying the rent while it is un-rentable.
- The property is strictly non-smoking, if there is any smoking in the cabin, on the balconies, or porches there will be a fee of \$500 immediately payable and or deducted from the bond. Nothing in this agreement is to be taken to limit our rights to make this claim.

### • Garbage:

All garbage is to be placed in outside bins provided. Removal costs and tip fees will be deducted from security bond if excess rubbish has been left by the tenant.

#### • Noise:

Noise is a serious issue. No noise or unacceptable behaviour to neighbours will be tolerated at any time. Noise means any sound that can be heard from neighbouring properties that disturbs their peace and quiet. All music must be turned off by 10pm and care taken when you are outside. Disregard to this will result in heavy fines imposed by Council and the Holiday Letting Organisation. If Security personnel or the Police are called to a noise complaint a charge of \$500 will be payable and you will be evicted immediately. If a booking is terminated in accordance with the provisions of this clause, no refund of rent or security deposit will be given, and you agree that any such rent or bond withheld is genuine compensation for loss occasioned by you.

#### Breaches:

Any breach of this agreement by you permits us to refuse the key, amend the rent of the premises or immediately terminate the tenancy at our sole discretion. If we believe that you are in breach of these conditions of letting, we may inspect the property at any time without notice.

- Self-Contained Holiday Accommodation this includes bed linen (bed sheets, pillowslips, tea towel) and bath towels only.
   Please note that this property is fully self-contained, however it is not a serviced property. Servicing can be arranged during your stay at an extra charge.
- Respect and preserve the residential amenity of the property. Refrain from engaging in any drunken, obscene or antisocial behaviour.
- Insurance: no responsibility is taken for guest's personal property left on the premise. Landlords insurance does not cover loss/ and or damage to guests' belongings.
- Callout: If the owner or a rep is called out (for example a noise complaint) a \$250 callout fee will be incurred by the tenant which is payable before the end of the tenancy.
- Late checkout fee of \$200 or more will be deducted from your bond unless agreed in advance with the agent. Subject to availability, a late check out may be arranged on arrival only through our office.

#### **Booking and Payment Terms and Conditions**

- All bookings require a valid credit card number to confirm your reservation. The card is held by the Eden as security for your
  reservation and utilised for any applicable cancellation or non-arrival fees, unless otherwise specified on the rate at the time of
  booking. Unless an alternative valid card or method of payment is provided, this credit card will be used for all accommodation
  and ancillary costs, and for any loss or damage to the room during the stay.
- Rates quoted are based on the number of occupants and length of stay. Any alterations to these details may affect the applicable nightly rate.
- 3. Kindly note that check-in is from 3:00pm and check-out is before 11:00am. Earlier arrival and later departure times can be arranged, subject to availability.
- 4. At Eden, all payments made by a Credit Card will incur a non-refundable credit card surcharge; Visa and MasterCard 1.95%, Amex and Diners 2.95%. Payments made on a credit card will be charged in Australian Dollars (AUD).
- 5. By agreeing to these terms and conditions, guests acknowledge that the credit card provided will be charged for:
  - o payment of all accommodation and ancillary costs billed to the room after check-in;
  - o any loss or damage to the room, key, or gate remote during the stay;
  - any cancellation or non-arrival fees, unless you or the named guest have made an alternative arrangement with the Eden.
- 6. Eden Farm Escape reserves the right to cancel or amend your booking in the event of any computer, website or system error which results in the display or communication of an incorrect room rate or other incorrect details relating to your booking. In the unlikely event of such an error, Eden will advise you as soon as possible.

#### **Cancellation Policy**

- <u>Full Refund</u> For a full refund of accommodation fees, cancellation must be made within 48 hours of booking and at least 30 full days prior to our local check-in time on the day of check-in.
- <u>50% Refund</u> For a 50% refund of accommodation fees, cancellation must be made 14 full days prior to our local check in time on the day of check in, otherwise no refund. For example, if check-in is on Friday, cancel by Friday 2 weeks before check in time
- No Refund If the guest cancels less than 14 days in advance or decides to leave early after check-in, the nights not spent are not refunded.

### Changes or Modifications to the Policy/Cabin Rules

Eden Farm Escape reserves the right to amend, modify, change, cancel, vary or add to these Policies/Cabin Rules or the arrangements and content featured on our website at any time without prior notice. Please check our website regularly for updates to our Policy/Cabin Rules. Any modification to these Policy/Cabin Rules that occurs before your departure is considered a part of your reservation agreement with us. A copy of these Policy/Cabin Rules is located on our website, in the compendium, and available from our staff upon request.