

“Merricks North Retreat” is managed by H6 Pty Ltd trading as Select Retreats (www.selectretreats.com) part of the Events Worldwide Travel Group.

- 1) All parties agree to abide by these Terms and Conditions. By paying your deposit it is understood that you have agreed to the enclosed terms and conditions in this document.
- 2) Merricks North Retreat is privately owned and is managed by Select Retreats.
- 3) a) Bookings cancelled at least 30 days prior to the arrival date will incur a 100% cancellation penalty.
- 3) b) More than 30 days prior to arrival we require a deposit during peak season of one night's stay and during peak season, the deposit is 50% of the total cost. Within 30 days we require full payment.
- 3) c) All deposits paid to Select Retreats are non-refundable -- Travel Insurance should be used to prevent customer's loss of deposits paid to Select Retreats and cancellations due to customer's unforeseen circumstances.
- 4) Changes to an existing booking will incur a minimum administration fee of \$25 each time the existing/processed booking is changed (excluding cancellations).
- 5) It is Select Retreats sole discretion as to what monies are refundable, if at all and whether the property can be re-let.
- 6) a) The customer named on the Booking Confirmation is liable for any damage caused to the property, any missing items or breaches of the conditions outlined in this document or the booking confirmation letter. If any damage is caused to, or any items are missing from, the property or rooms, the customer gives Select Retreats authority to debit the customer's credit card for the costs of any repairs or replacement of the said items to the same standard or similar standard depending on item/s availability at the property manager's discretion. Any breaches of the enclosed terms and bond conditions outlined in this document and confirmation letter is decided upon with due diligence by the Property Manager and/or the Property Owner. Time taken to repair or replace items will be added to the total at a rate of \$50 per hour, or part thereof.
- 6) b) Damages caused by the customer/guests or visitors and/or negligence resulting from the customer/guests or visitors actions that breach the terms outlined in this document and confirmation letter will result in a monies being deducted from the security bond. Should the bond be deducted for any monies, a minimum \$25 administration fee will also be deducted from the bond. Should the damages exceed the value of the security bond (\$1500), the customer is liable to pay extra amount within 3 working days of being notified.
- 7) If a customer arrives at the property and does not like the accommodation that he/she has chosen, he/she will be liable for the full balance owed, unless it can be proven without a reasonable doubt that he/she did not get what was promised on the confirmation letter or what was depicted on the website or promotional material.
- 8) The customer gives Select Retreats and/or the supplier/agent (with the consent of Select Retreats) authority to debit his/her credit card for any monies owing for his/her booking, in accordance with these Terms and Conditions which are in accordance with the confirmation letter issued at the time of booking.
- 9) The customer agrees to indemnify Select Retreats for any action taken by the client against Select Retreats in relation to the customer and/or his/her reservation.
- 10) Select Retreats advises customers to take out travel insurance to cover their obligations under these Terms & Conditions in case of cancellation of travel arrangements.
- 11) A booking is not confirmed unless Select Retreats has sent an emailed confirmation letter or the client's credit card is charged and confirmed on-line.
- 12) In the event that there is a problem with the products and services booked through Select Retreats, all customers are to contact The property Manager FIRST. Select Retreats will not accept responsibility for problems if the customer does not alert The Manager or owners to the problems first.
- 13) If a customer fails to pay monies when owed, Select Retreats reserves the right to deem this as a cancellation and cancel the booking. This will result in the customer forfeiting his/her deposit or any payment made for this service.
- 14) If final payment is to be debited automatically from the customer's credit card, this will be done at the time of reservation at least 30 days prior to check in. If the day of check in falls on a Public Holiday or weekend, the funds will be debited the business day prior. The card holder gives Select Retreats authorisation to do this. This includes the security bond due.
- 15) Any payments that were taken from a credit card, and which need to be refunded for any particular reason, will incur a 5% refund charge.
- 16) All parties agree that reservations made with Select Retreats are governed by Victorian law and all proceedings between the parties should be filed in a Victorian Court. Should a proceeding be filed in a court located in any other State, all parties agree to have the proceedings moved to the closest Court to Select Retreats and H6 Pty Ltd (Victoria).
- 17) **The Customer agrees that the accommodation is booked only for the number of people actually stated on the confirmation.** NO additional persons are permitted to stay without the written approval of Select Retreats. **A full bond deduction applies in case of a breach of this notification.** See confirmation letter for additional terms of the bond.
- 18) A credit card imprint or Eftpos transaction is required prior to arrival, to cover the security bond. If the customer does not have a credit card, then a bank transfer is required. It is at each client's discretion as to whether they require a credit card imprint or a cash transfer bond. The bond requirement is \$1500 per stay. Upon departure this will be credited to the customer after inspection of the property, for any damages, excess waste, excess cleaning and negligence at the reasonable discretion of the Property Manager. The bond also applies to excessive noise involving any local complaint or the call out of police. In this event the full bond will be charged.
- 19) All renting nominated customers of Select Retreats must be at least 21 years of age.
- 20) CCTV is installed externally at Merricks North Retreat for security purposes.
- 21) Any accommodation booked with Select Retreats is for accommodation purposes only and expressly prohibits the use of this accommodation for anything other than this purpose. Select Retreats expressly prohibits the use of it's accommodation for functions, gatherings or parties or any other purpose unless this is approved by The Owners or Property Manager.
 - i) Minimum stay two or more nights depending on the season – see rates and tariff information – available at www.selectretreats.com
 - ii) A weekly service is available at an extra charge of \$350 for stays of 7 days or more. Please arrange this when booking – if required.
 - iv) An infant cot is available with linen and payable in advance at \$45 per stay. A clip on bench style high chair is available at no charge on request only.
 - vii) Children 2 and over are counted as a person in the property using a bed. Every person must use existing bedding with the exception of one cot as charged above. **Guests are not to bring their own bedding except for infants.**
 - viii) Seasons may change at the owner's discretion and will be posted on the web site at the time of reservation. Please see the current Tariff for further seasonal information and special offers.
 - ix) These terms and conditions are subject to change without notice. Please refer to www.selectretreats.com for the current terms and conditions for Merricks North Retreat or request the most up to date copy from Select Retreats. Should the terms and conditions change the most current terms and conditions will apply to all reservations at Merricks North Retreat for any disputes. You will be sent the most current terms and conditions prior to check-in.

Retreat Rules and Bond Conditions

To be used in conjunction with the signed Guest Declaration form.

A Security Bond of \$1500 per stay will be charge to a nominated credit card prior to check-in and released after check-out to ensure the following compliance, for the safety of guests, visitors and to protect the property.

- **Cleanliness:** Guests are expected to leave the Retreat and Grounds as they found them, within reason.
- **Dishes and tidiness:** Guests must clean their dishes and leave all rooms as they found them, within reason.
- **Rubbish:** A large general rubbish and large recycling bin are provided for guest use. Any excess rubbish must be removed from the property. If excess rubbish is left there will be a minimum charge of \$80.
- **Barbeque:** Guests are expected to clean the BBQ after use. Failure to properly clean the BBQ will result in a charge of \$100.
- **Lawns and Grounds:** Any unnatural damage to lawns, grounds, trees or outdoor areas will result in a minimum charge of \$200 for gardening call out fees and maintenance. Cars are not permitted on the lawns at any time. Cars are permitted in the paddock for approved functions.
- **General Damage:** We don't expect guests to be perfect, however, excess damages to utensils, crockery, cutlery, furniture and other equipment will result in bond deductions. All damages must be reported upon check-out. Replacement/repair charges will apply for any excess damages.
- **Water:** We rely on tank water at Merricks North Retreat. Water levels will be monitored and if guests feel as if they require more, they are urged to contact us. Guests are not permitted to use water to wash cars, fill the pool or for any other use. We also ask that showers are kept reasonably short and no taps are to be left unattended and running for any reason. If excess water is used, the minimum charge is \$250 for water delivery.
- **Visitors:** The retreat is to be used solely by the 13 guests renting the retreat. Any additional people are not considered guests and are considered visitors. All visitors must be pre-approved. For 7+ visitors function fees will apply. If the visitor policy is breached a full bond deduction may occur.
- Functions are permitted with special approval and the following conditions must be met;
 - Visitors must be contained to the specific outdoor function area/s and are not permitted to use the retreat or the retreat facilities.
 - Marquees can be hired through Select Retreats or externally. They can be erected in specific lawn areas or on the Tennis Court. Marquee hire companies can negotiate set-up and removal times directly with Select Retreats.
 - Caterers can be hired through Select Retreats or externally. Caterers must use the carport area, or the kitchen with special approval.
 - Equipment, such as cooler trailers, chairs, tables, decorations, Portaloos and other infrastructure can be hired through Select Retreats or externally.
 - Portaloos must be hired for functions of 50+ guests. Portaloos can be hired through Select Retreats or externally.
 - There is no time curfew for functions, however visitors are not allowed to sleep at the retreat, evidence of this will result in a full bond deduction.
 - There is no noise curfew, within reason.
 - Any incidents at functions where the police or fire department are involved will result in a full bond deduction.
 - The Function Fee is \$30 per person, excluding up to 13 guests staying in the retreat and excluding children under 2 years of age.
- Indoor furniture is not to be moved.
- No pets.
- No glass in the pool area. Evidence of glass in the pool area or broken glass in the hot tub or pool will result in a full bond deduction.
- No smoking inside the retreat, pool house or under verandas. Butts must be disposed of properly as there is a high risk of bush/grass fires in summer. Cleaning charges will apply for unreasonable cigarette butt disposal throughout the property.
- Children must be supervised when using the Pool Area, Hot Tub, Tennis Court and with all sports equipment. Children must not be left unattended at the Retreat.
- The blue motorized awning must not be used in wind or storms. Please ensure the awning is retracted over night or when not attended, during wind or rain.
- Indoor fires are permitted to be used at any time, unless there is a state wide fire ban. Fires are to be contained to the indoor or outdoor fireplaces and must not be left unattended. Outdoor fires are not permitted between 01 December and 31 March.

The property manager will make an assessment of the above conditions after check-out.

It is the guests' duty to report any damages to the property/contents and to ensure the above conditions are met. Guests are responsible for the actions of any external visitors.

By paying your invoice and/or signing the guest declaration form it indicates to Select Retreats that you have read and understand the conditions enclosed in this document.

Select Retreats reserves the right to withhold the security bond for any breaches of any Terms or Conditions.