

MERRICKS NORTH RETREAT**Terms and Conditions**

“Merricks North Retreat” is managed by H6 Pty Ltd trading as Select Retreats.

- 1) All parties agree to abide by these Terms and Conditions. By paying your deposit it is understood that you have agreed to the Terms and Conditions stated in this document
- 2)
 - a. Bookings cancelled within 30 days prior to the check-in date will incur a 100% cancellation penalty and forfeit all monies paid
 - b. Bookings cancelled greater than 30 days prior to the check-in date will forfeit the deposit paid to confirm the reservation
 - c. For all bookings we require a deposit to confirm the reservation. The deposit is 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
 - d. If a booking is cancelled by the manager or owner, the guest will receive a full refund of monies paid. Owners or managers are not liable for other expenses caused by a cancellation. Travel insurance is highly recommended
- 3) Changes to an existing booking will incur a minimum administration fee of \$25 each time the existing/processed booking is changed (excluding cancellations)
- 4) It is Select Retreats sole discretion as to what monies are refundable, if at all and whether the property can be re-let
- 5)
 - a. The customer named on the confirmation letter is liable for any damage caused to the property, any missing items or breaches of the conditions outlined in this document. If any damage is caused to, or any items are missing from the property, the customer gives Select Retreats authority to charge the customer’s credit card provided for the repair or replacement to the same or similar standard depending on item/s availability at the property manager’s discretion. Time taken to repair or replace items will be added to the total at a rate of \$60 per hour, or part thereof
 - 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 \$1500 security bond, or \$2500 security bond for bookings with an event, the customer is liable to pay the extra amount within 3 working days of being notified
- 6) 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 (www.selectretreats.com)

- 7) 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
- 8) 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
- 9) Select Retreats advises customers to take out Travel Insurance to cover their obligations under these Terms and Conditions in case of cancellation of travel arrangements
- 10) A booking is not confirmed unless Select Retreats receives the deposit monies as outlined in 2c
- 11) 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 problem first
- 12) 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 and all other payments
- 13) If final payment is to be debited automatically from the customer's credit card, this will be done 30 days prior to check in. If the day of check-in falls on a Public Holiday or weekend, the funds will be debited on the nearest business day at least 30 days prior to check-in. The cardholder gives Select Retreats authorisation to do this. This includes the security bond
- 14) 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
- 15) All parties agree that Victorian law governs reservations made with Select Retreats 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)
- 16) All parties agree that Victorian law governs reservations made with Select Retreats 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) A credit card imprint or Eftpos transaction is required prior to arrival for the security bond. If the customer does not have a credit card, then a bank transfer is required to be completed at least 5 business days prior to check-in. It is at each client's discretion as to whether they require a credit card imprint, Eftpos transaction or a cash transfer bond. The bond requirement is \$1500 per stay for accommodation bookings and \$2500 per stay for bookings with functions. Upon departure this will be refunded back to the nominated credit card account after inspection of the property, for any damages, excess waste, excess cleaning requirements 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
- 18) All renting nominated customers of Select Retreats must be at least 21 years of age
- 19)

- a. 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 Merricks North Retreat for functions, gatherings or parties or any other purpose unless this is approved prior to check-in by the Owners or Property Manager
 - b. Minimum stay two or more nights depending on the season – see rates and tariff information at www.selectretreats.com
 - c. A weekly service is available at an extra charge of \$350 for stays of 7 days or more
 - d. An infant cot is available with linen and payable in advance at \$45 per stay
 - e. Children aged 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
 - f. Seasons may change at the owner’s discretion and will be posted on the website (www.selectretreats.com) at the time of reservation. Please visit www.selectretreats.com for further seasonal information and tariff information
 - g. These Terms and Conditions are subject to change without notice
- 20) Should the Terms and Conditions change the most current Terms and Conditions will apply to all reservations at Merricks North Retreat in the instances of disputes or issues
- 21)
- a. Select Retreats reserves the right to withhold monies from the security bond for breaches any of the enclosed Terms and Conditions including function specific conditions if applicable and accommodation conditions for each booking
 - b. Select Retreats reserves the right to deduct the bond for late check-out past the designated check-out time
 - c. Security Cameras operate in the driveway area for security of the Retreat and onsite office. These cameras are not monitored by personnel, nor are they invasive towards guest privacy

Bond Conditions

- 22) A \$1500 security bond for accommodation bookings or a \$2500 security bond for bookings with an approved event. This is refunded after check-out. The security bond is mandatory to ensure safety for guests, visitors and to protect the property and its contents
- a. Cleanliness: Guests are expected to leave the Retreat and Grounds as they found them, within reason
 - b. Dishes and tidiness: Guests must clean their dishes and leave all rooms as they found them, within reason
 - c. 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 exists after check-out, there will be a minimum bond deduction of \$80

- d. Barbeque: Guests are expected to clean the BBQ after use. Failure to properly clean the BBQ may result in a bond deduction of \$100
 - e. Lawns and Grounds: Any unnatural damage to lawns, grounds, trees or outdoor areas will result in a minimum bond deduction of \$200 for gardener call out fees and maintenance. Cars are not permitted on the lawns at any time. Cars are permitted to park in the paddock for approved functions and gravelled car park area
 - f. 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 bond deductions will apply for any excess damages
 - g. 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 as soon as possible. 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 bond deduction is \$250 for water delivery
 - h. Visitors: The retreat is to be used solely by the in-house guests. All visitors, people not staying at the Retreat, must be approved prior to check-in. For extra visitor's function fees apply. If the visitor policy is breached a full bond deduction may occur
 - i. No pets
 - j. No extra visitors
 - k. No functions, events or BBQs without expressed written permission from Management
 - l. 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
 - m. 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. Bond deductions will apply for unreasonable cigarette butt disposal throughout the property.
 - n. Children must not be left unattended at the Retreat and must be supervised when using the Pool Area, Hot Tub, Tennis Court and with all sports equipment
 - o. Indoor fires are permitted to be used at any time, unless there is a total fire ban. Fires are to be contained to the indoor or outdoor fireplaces and must not be left unattended. Outdoor fires are not permitted during summer
 - p. The blue motorized awning must not be used in strong wind or storms. Please ensure the awning is retracted over night or when not attended, during wind or rain
 - q. No moving indoor furniture, damages to floors, furniture or contents of the house will be deducted from the bond
- 23) Select Retreats reserves the right to withhold the security bond for any breaches of any Terms or Conditions.

- 24) Select Retreats will accept no responsibility for any persons venturing into neighbouring paddocks, or the MNR Paddocks and is injured by any farm animals. Please ensure horses are given a wide berth

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.