

Sutton Farm Equestrian Centre Pty Ltd

'Sutton Farm Cottage'

SHORT STAY TERMS AND CONDITIONS

Thank you for choosing to book your accommodation at Sutton Farm Cottage.

Please ensure you read the information below to ensure your stay is enjoyable.

All bookings are accepted on the basis that you have read, understood and agree to abide, and be bound by, the following Terms and Conditions.

Please note; Keycode to key safe will be issued one hour prior to arrival time of 2pm and once you have agreed to the Terms and Conditions and paid all accommodation fees & Including a Security Bond.

Please contact us if you require further clarification

Office: (02) 4869-2600

Out of Hours Mobile: 0407 772 926

Email: info@suttonfarm.com.au

Our office hours are Monday to Friday 9.30am – 3.30pm

We are closed on Sundays and public holidays.

You are able to check in and out on these days.

Check in time is from 2.00pm unless you have arranged otherwise with our office.

Check in time is STRICTLY 10am unless you have arranged otherwise with our office.

Please note that Sutton Farm Cottage has a minimum 2-night stay policy Thursday – Sunday unless otherwise stated or agreed to.

Definitions

"Booking" means the period for which you have paid to stay at the Property.

"Property" means Sutton Farm Cottage 753 Illawarra Highway Sutton Forest NSW 2577 and all its fixtures, fittings and equipment.

"Management" means the owners and managers of the Property.

"Guests" means the persons who stay overnight in the Property during the Booking.

"Visitor" means a person a Guest permits to visit the Property during the Booking.

Acceptance & Responsibility

Payment of the Deposit constitutes acceptance of these Terms and Conditions.

Check In/ Out

Check-in time is not before 2pm on the arrival date and check out time is not later than 10am on departure date.

Late departure is subject to prior arrangement and availability and may incur extra charges. You must notify Management of expected arrival time and a mobile contact number at least 7 days before arrival.

Check-in/check-out and key collection/return procedure will be as follows; The keycode to our key safe will be issued one hour prior to arrival time of 2pm and once you have agreed to the Terms and Conditions and paid all accommodation fees & Including the required Security Bond.

Checkout is at 10am on the day that your booking ends. Unless special arrangements have been made prior to arrival. Please adhere to the checkout procedures in our Welcome Book located inside the cottage.

Further, we cannot guarantee that a property will be ready at the check in time. We will endeavour to have the property ready, however, circumstances may sometimes cause delays. There will be no refund or credit if a property is not ready at the said time.

We may be able to offer an early check in or late check out - this will attract a charge. Paying however, does not guarantee that this agreement can be honoured. If we are unable to honour early check in or late check out according to unforeseen circumstances, a full refund of the extra fees charged will be provided. Unauthorised early check in or late checkout will be charged at a minimum of \$50 per hour.

Payment

A deposit of 50% of total booking within 3 days after the Booking is taken by Management. Bookings are not confirmed unless and until this deposit is received.

Payment in full must be received no later than 30 days prior to your arrival.

Payments of the amount due must be received in Australian \$ net of any bank or other transaction charges.

Please ensure payments are made within the specified time limits or the Booking will be cancelled automatically without notice or liability to you.

We accept payment by the following methods; Visa, MasterCard, direct deposit into our bank account, bank cheque. Personal cheques will be accepted if received at least 30 days prior to arrival.

A credit card surcharge of 1.5% will be levied to cover transaction costs associated with credit card payments. Our bank details if not set out below will be advised to you.

If you choose to vacate the property prior to your check out date, all funds paid will be non-refundable.

Deposits are not transferable.

All security deposits paid are refundable within 7 days of check out providing there is no damage or outstanding funds allocated to your booking. Every effort is made to process refunds.

Cancellation Policy

When a cancellation is made by a guest, payments for hire linen and equipment are not refundable.

50% of total booking will be charged if cancelled up to 30 days before arrival date.

For bookings cancelled within 30 days of arrival and for no shows – the full tariff will be incurred and charged to your credit card if it has not already been paid unless the property is successfully rebooked.

A cancellation fee of \$150 applies to all cancellations. This will be deducted from funds held and the balance refunded if the property is rebooked. Any refund applicable because the property has been rebooked will be made after the dates of the original booked dates. If the property is rebooked for only part of the original booking dates, then a pro rata refund will be made at Sutton Farm Equestrian Centre Pty Ltd. Management's discretion.

Cancellation of the arrangement due to non-payment of the balance by the due date will result in the loss of all monies.

The responsible renter must be at least 21 years of age, guests under 21 are of course welcome but must be accompanied by a parent or guardian.

The price of the booking is subject to change, if there is a change in price you will be notified and offered the opportunity to pay the increased tariff or a full refund.

Bookings & Payment

To proceed with a booking, the following payment conditions apply.

Deposit is due within 72 hours (3 business days) of booking. The deposit is non-refundable unless the property can be rebooked for your dates, see extra information below.

Balance of all outstanding monies is due 30 days prior to your arrival. Our system will generate a reminder to your email address.

Payments may be made by direct deposit into our trust account or by Credit Card (a service fee applies).

Fee for changes to booking Once the booking is made, we reserve the right to charge an additional fee of \$75 for any changes made.

Cancellation charges If you cancel a booking there will be a cancellation charge of \$150. Refunds will only be available in line with the cancellation terms outlined. Bookings will be cancelled if a payment is not received in accordance with the above terms.

Security Bond is a condition of rental, guests are required to pay the Security Deposit, as described below.

Changes to Booking

The tariff is for the agreed number of guests detailed on our confirmation email. If there is a change or discrepancy, you will need to contact us to make changes and ensure that those changes are

documented. By paying a deposit, the guest is reserving Sutton Farm Cottage for specific dates. The dates cannot be changed.

Doing so would effectively cancel the original reservation and cancellation terms will apply. However, we may be able to transfer your booking to different dates or reduce the stay, at our discretion, if we can secure another guest to re-book the property for the same dates. There are no guarantees that this will be possible. A transfer fee of \$150 will apply in this case.

Sutton Farm Equestrian Centre does not offer refunds or reschedule bookings due to weather events, traffic delays or natural disasters. You are encouraged to take out travel insurance to cover such events. No refunds will be given for late arrivals, early departures or unused days of your holiday rental property reservation.

Extra's and hire linen are not refundable once they have been paid for.

Security Deposit

The interior and exterior of Sutton Farm Cottage are finished and furnished with costly materials and products, including building materials and surfaces, soft furnishings, goods, art, accessories, housewares, and landscaping. Our team thoroughly inspects the cottage and inventories its contents between each guest. You become financially responsible for any and all damage and loss to the property and its contents from the date and time your check-in to the date and time your check-out. You are required to pay a Security Deposit of \$500 (by direct deposit into our account) this will be retained until our team has completed their check-out inventory and inspection procedure after you vacate the premises. Should they find the home excessively dirty or that items are missing or damaged, the cost of additional cleaning hours and/or the cost of repair or replacement of property will be deducted from your deposit. The remainder of your deposit that is not applied to these expenses will be refunded to you within 7 working days. You remain responsible for, and will be charged for, the cost of any damage, repair, or replacement in excess of the Security Deposit. The amount of the security deposit may be increased at Sutton Farm Equestrian Centre Pty Ltd. managements discretion. When your reservation is made either directly or on-line the Security Deposit will be added to your booking.

You remain responsible for any damage, repair, or replacement expenses exceeding the amount of Security Deposit.

To avoid erroneous blame, you are required to immediately notify our team if anything is amiss when you arrive at the Cottage. Prior to, or immediately upon, vacating the home, you must inform our staff if there have been any incidents of loss or damage that have occurred during your occupancy. Security Deposit does not replace or negate your responsibility for all members of your party as a primary guest/renter. It does not pay for any act of intentional or negligent destruction, pet damage, re-keying, property damage resulting from motorized vehicle, additional cleaning if the home is left excessively dirty. Anything in excess of this will be payable by the guest/renter.

Property Viewings

Property viewings are only offered on bookings are subject to availability.

Extensions

All extensions of bookings must be fully paid when the extension request is made. Extensions cannot be guaranteed and are subject to other bookings in place.

Price Changes

In some cases, accommodation rates may be subject to increase after you have made payment. Should this occur you will be notified and given the opportunity to pay the difference in tariff, if this is not satisfactory, you will be refunded and you hereby agree that you will accept the refund as an acceptable outcome.

Keys/Remotes Controls

Upon payment in full of your accommodation and Security Deposit and copy of Photo ID is received, keycode will be issued to you one hour prior to arrival time.

All guests are responsible for the safekeeping of accommodation keys/remote controls and callout fees are payable if a replacement key is required.

All keys/remote controls are to be returned prior to departure. Any missing keys or remote controls will be replaced and the cost will be invoiced and charged against your Security Deposit.

Keys – Should a guest require duplicate keys after hours; a \$100 service fee is applicable. If we are unable to provide a key for any reason, then the guest will need to engage the services of a qualified locksmith to gain access. The locksmith's invoice must be paid directly to the locksmith at that time. Guests must not break into, or attempt to break into, premises when locked out. Keys should be returned as per instructions provided. Should the keys not be returned, the guest will be liable for any charge incurred in gaining entry and/or replacing keys and changing locks if necessary, plus a processing fee.

Number of Occupants

All accommodation must only be used for private/residential use only and to accommodate the guests stated on your booking confirmation.

Charges for additional guests will be invoiced and debited to your Security Deposit without further notice. If the amount owing is above the amount held you hereby accept this liability.

No functions or parties may be conducted at the property under any circumstances. Exceeding the stated number of guests will result in a termination of booking and you being required to vacate the property immediately without refund.

If complaints are received and you are found not to have been respectful of our property and its occupants including our equine residents and/or neighbours you will be required to vacate the premises with no further notice or refund.

The cottage is not suitable for the children under 10 years old, elderly or infirmed as it has a smallish staircase.

Cleaning

All accommodation bookings are accepted on the basis that all occupants treat the property with the same respect as their own home in accordance with these Terms and Conditions. A professional clean will be carried out on check out and the cost is included in your total booking amount. Mid-stay cleans & a change of linen are available upon request and do incur additional fees. If the property is found to be left in an unreasonable state at check out, there may be excess cleaning charges involved. This will be determined on a case to case basis and a member of our team will contact the guest to advise of the excess cleaning.

Parking

Tenants and/or visitors shall not park vehicles on the premises, except in specific designated parking areas. Parking for up to three cars is available at the Cottage site additional parking available in the Sutton Farm Equestrian Centre Car park. The tenants are responsible for the behaviour and actions of their visitors whilst on the premises.

Linen

Linen is available for hire. A standard package is provided which includes one set of sheets and pillowcases per bed, one blanket, and one towel per person. If further linen is required a second package is available for hire. The hiring rates are \$44.00 per bedroom.

Noise/Nuisance

Additional charges or immediate termination may apply in the event of excessive noise, nuisance or disturbance caused to any horses/ponies and/or neighbouring properties during your occupancy. I/We hereby acknowledge and agree that the management/owners have the absolute and sole discretion to cancel my/our occupancy in the event that my/our actions or behaviour compromise the safety and /or quiet enjoyment of any horses or neighbouring properties or others. I/We hereby agree that I/we will be fully responsible and liable for payment of all charges incurred, irrespective of such cancellation, together with any financial loss suffered by the property owner and or/agent, to be debited from my security deposit or credit card without further notice.

Pets

No pets are allowed either onto the grounds of the property, nor inside the accommodation under any circumstances. Any pets found in accommodation property will result in a termination of your booking and additional cleaning charges will be debited to your credit card or deducted from your security deposit. If a pet is reported at the property without authority you will be charged a fee of \$400.00 for fumigation of the property.

Horses

Horses are welcome at Sutton Farm Equestrian Centre and our office can arrange short term accommodation for your horse/s while you stay with us, you will have available to you all the equine facilities Sutton Farm, Equestrian Centre offers.

Damage

Whilst you are in occupation, you are fully responsible for all breakages and damage caused to the property, its furniture fittings, or any consequent loss suffered by the Property Owner/Manager. Any such breakages, damage or loss must be reported IMMEDIATELY to the Management and either replaced to the satisfaction of the Property Owner/Management, or paid for prior to departure. Failure to comply with this condition will result in a debit of any such costs and expenses to your security deposit without further notice.

Smoking Inside Premises

There is no smoking inside any of buildings at Sutton Farm Equestrian Centre Properties. If there is evidence of such including a smoke odour you will be charged a fee of \$400.00 to cover the cleaning of curtains, carpets and air-conditioning sterilisation.

Repairs

I/We agree to permit all repair and/or service personnel to enter the property for the purposes of conducting any repair, service or maintenance deemed necessary by the Property Owner/Management/Agent. If repairs need to be carried out please contact us on (02) 4869-2600 or the after-hours mobile.

Personal Property

Please remember to take your personal property and belongings with you upon your departure as the Property Owner/Agent accept no responsibility whatsoever for any such items left behind. Please ensure to lock up when you are not in habitation.

Fire Alarm Call Outs

Please be aware that our buildings are fitted with extremely sensitive smoke alarms. Please ensure that all windows are open whilst cooking and there is sufficient ventilation. If the fire brigade is called to your apartment due to accidental/unwanted alarm activation, there is a \$1100.00 charge which will be passed onto the occupying tenant.

Telephone/Internet

I/We acknowledge that unless stated, telephone and internet access is not available to the accommodation.

After Hours Assistance

For after-hours assistance please call 0407 772 926.

Please be aware that agents on call do attend appointments. If they are not available please leave a message and then will contact you back as soon as possible.

A call out fee may apply in these circumstances.

Guest Information & Obligations

It is a condition of your stay that you adhere to our Terms and Conditions, our Sutton Farm Equestrian Centres Etiquette Guide and leave the property promptly after completing the departure checklist that is clearly noted in the Welcome Book in the Cottage. Any breach may result in a claim on your security bond.

Responsible Renter – As the responsible renter, you agree to be an occupant of the Property for the entire duration of the stay. All other occupants will be family members, friends, other responsible adults over 21, or will accompanied by a parent or legal guardian.

Rubbish

You must take any excess rubbish that does not fit in the provided bins when you leave. You will be charged the tipping fee and the time to tip if excess rubbish is left at the property.

Children

No responsibility will be taken for children, staying at or visiting the property. Please supervise carefully always, taking into consideration fencing, pools, dams, stairs, verandas, balconies, horses, wildlife and cleaning chemicals. Sutton Farm Cottage accommodation is not suitable for children under the age of 10 years old.

Third party services – Should you engage the services of a third party during your stay such as a caterer, beautician, massage therapist etc, it is your responsibility to ensure that they adhere to these Terms and Conditions, and hold appropriate Public Liability insurance.

Please treat the property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. You and other occupants agree to conduct yourselves throughout the stay in a manner that is respectful of and not disruptive to neighbours, traffic flow, or the community. You and other occupants agree to abide by all applicable parking restrictions and limitations.

Security

To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the property and at check out.

Wildlife

Sutton Farm Cottage is maintained and cleaned regularly, however, wildlife is common in country and coastal areas. Sutton Farm Equestrian Centre do not accept liability for the unfortunate or seasonal visits of any wildlife including, but not limited to; horses, rodents, insects, cockroaches, kangaroos, wombats, snakes and spiders.

Access

Sutton Farm Equestrian Centre and/or its representatives reserve the right to enter the property at any time, without notice, to protect and/or undertake maintenance of the property. We will provide notice to the guests wherever possible.

Equipment

Sutton Farm Equestrian Centre do not accept liability or loss caused by failure of equipment and/or services out of our control, including, but not limited to, water, electricity, gas and internet. In the event of a failure, the guest should notify our team in the first instance. Any problems that arise during the rental period that do not constitute an emergency as determined by Sutton Farm Equestrian Centre, will be remedied at any time during or after the rental period, at the sole discretion of the Owner/Management.

Disclaimer

I/We hereby acknowledge and agree that the Property Owner/Management will not be held responsible nor liable for:

Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused whilst I/we are in occupancy of the accommodation due to my/our failure to comply with the Term and Conditions or House Rules;

Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused due to negligence on my/our /their part.

Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused as a result of horses in or around the accommodation site. All occupants are to take specific care at all time and requested not to enter any of the paddocks /yards or stables under any circumstances.

Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused as a result of insects or wildlife in or around the accommodation site. All occupants are to take specific care at all time and requested not to approach any wildlife under any circumstances.

Any noise, disturbance or inconvenience caused as a result of renovation/building/road works being carried out in or near the vicinity of the accommodation

We thank you for your patronage and hope you enjoy your stay.

Please read carefully. When you make a reservation with us, these conditions are deemed to have been accepted by you. Please call us on 02 4869 2600 for clarification of any point.

Sutton Farm Equestrian Centre Pty Ltd.