

# Terms & Conditions

These terms and conditions which apply to Superheroes Community Care River Retreat accommodation bookings.

## **The respect approach**

You want a great place to stay and we want you to have a great time.

If you are unhappy with your stay, or have any problems or comments, please let us know immediately. We will do our best to fix any problems as soon as possible.

A lot of volunteer time, energy, love and fundraising has gone into creating the River Retreat. If you cause any damage, you'll be required to pay for it.

The River Retreat isn't suitable for pets other than service animals (subject to approval).

## **Small print.**

While it might feel a bit time-consuming to read the fine print, it is the best way to make sure we understand each other.

When you book accommodation with us you agree to uphold your obligations under these terms and conditions whether you've read them or not, Accordingly, we insist you do so you know what you're agreeing to.

If you have any questions, please contact us on.

By proceeding with your booking, you are agreeing to these terms and conditions.

## **MAKING A BOOKING AND PAYMENTS**

To secure your booking, full payment including any applicable booking fee and \$500 bond is required as per the terms on your invoice.

## **CANCELLATIONS**

If you cancel a booking, you will only receive a refund if the dates are rebooked by us to another guest for the same value. Alternatively, the owners may in their sole discretion allow you to rebook their property at another time of the year, to an equivalent value of your stay and subject to availability.

If a refund is granted, we will retain an administration fee of 12.5% plus any booking fees which will be taken from the bond.

We do 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 booking.

For no shows – the full cost will be incurred if it has not already been paid.

## **COVID19**

If you are unable to stay with us for the dates you have booked due to COVID19 restrictions or concerns, please let us know as soon as possible. We are happy to hold your reservation until a time when it is safe for you to come and stay with us or refund

your booking in full.

### **PAYMENT METHODS**

Once your booking is confirmed through Raine & Horne Berry we will issue an invoice for payment. Please check the payment terms on your invoice.

Any other incurred fees will also be deducted from the bond. Any additional incurred fee costs in excess of the bond will be separately invoiced to you for payment within 14 days of invoice.

### **CHECK IN AND CHECK OUT TIMES**

As agreed at the time of booking.

### **GUEST OBLIGATIONS**

No damages - you as the guest accept responsibility for and agree to indemnify us and/or the owner against any loss or damage or breakages to the premises or the household contents caused by you or your guests. Damages or breakages in excess of normal wear and tear may be charged to you

1. Cleaning – Additional charge \$250 for each stay. You, as the guest, agree that the property will be left in a neat and tidy condition (as found at the commencement of the rental), which includes washing up dirty dishes or emptying the dishwasher, sweeping hard floors and cleaning the BBQ, removal of rubbish and putting it in the bins for collection. If you have rubbish in excess to the bin provided, that shall be removed by you. Excessive cleaning or rubbish removal charges may be charged to you if you breach this obligation. BBQ – A minimum \$50 cleaning fee will be charged for unclean BBQs. Guests can decide to clean the BBQ to avoid the charge. If the BBQ is not left sparkling the credit card will be charged \$50.
2. Pets - Pets are not allowed at the property under any circumstances. Should we discover that you have pets your tenancy will be terminated immediately without refund. Service animals are allowed, subject to agreement, so please advise us if you have one staying with you.
3. Smoking – Smoking is not permitted inside our property. If you need to smoke, please do so at the rear of the house to ensure that the smoke does not enter the building. If evidence of smoking inside the property is detected, you will be charged a minimum \$75 cleaning fee for steam cleaning of furniture, laundering of all soft furnishing and linen, plus replacement of linen where necessary.
4. Late Departure - is not permitted unless agreed prior to check in and in writing. It is possible that another guest is checking in on the day you check out and the time in between is required for cleaning and preparation. Should you not check out on time you may be charged a late check out fee of \$250.
5. Moving furniture and un-cabling electronic devices – please do not move furniture around the house or un-cable televisions or other electronic devices. If the cleaners or someone else are required to spend time on rectifying what you have done, you may be charged a minimum \$75 fee.
6. Good neighbour policy – The property is in a residential area, and we enforce our good neighbour policy. Please treat the property with respect and leave it in the same condition it was in when you arrived. You agree to be respectful of and not to be disruptive to neighbours, traffic flow, or the community and to comply with all applicable parking restrictions and limitations. If you do not comply with this policy, you may be asked to leave the property and the tenancy will be terminated IMMEDIATELY with no refund of monies. If our staff, the police or

security guards are called to the property during your stay to deal with complaints or to give a warning, a fee of up to \$300 will be charged.

7. No noise disruption - social gatherings can be held (within reason) however extended parties, loud music and intrusive behaviour will not be tolerated. If a warning about noise is given to you or your guests (either verbally, in writing or by text message) without effect, you may be asked to leave the property and the tenancy will be terminated IMMEDIATELY with no refund of monies. If our staff, the police or security guards are called to a property during a tenancy to deal with noise complaints or to give a warning, a fee of up to \$300 will be charged. For the purposes of this clause, noise disruption includes loud behaviour of any type that disrupts the peace and quiet of others, intrusive or abusive language, loud music or any other sounds affecting other residents that are audible outside the boundaries of the property.
8. Faults - faulty appliances or other problems with the property must be reported to us immediately. Damages or breakages in excess of normal wear and tear may incur a replacement charged to you.
9. No fireworks - fireworks are illegal in New South Wales - at all times of the year, so if they are reported, we are obliged to notify the police.
10. Safe custody of keys – at all times during your stay, you must keep safe custody of the keys provided to you. A lock out fee of \$75 will apply if one of our staff is called to the property outside of office hours to assist with keys having been locked inside the property. If keys are lost, a lock out fee of \$150 will apply plus the cost of obtaining a replacement set of keys. 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.
11. Lock up and return of keys - upon vacating please ensure that all doors and windows are locked and that keys are returned to the key lock box. Do not under any circumstances whatsoever leave keys at the property or at any other location. 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 (with a minimum charge of \$150).
12. Turn off appliances - upon vacating, please turn off all lights, heaters, air conditioners and other electrical appliances that you have turned on during your stay
13. Number of guests – your agreement is for the number of guests displayed on your invoice. Numbers in excess of this are not permitted under any circumstances. Should we discover that you have additional guests your tenancy will be terminated immediately without refund.
14. Number of beds - no additional mattresses, tents or caravans are permitted in or on the grounds of the property at any time. Cots for younger children are permitted, however we do not supply them.
15. Problems or complaints - in the case of any problem, complaint or issue, you must inform us at the earliest opportunity so that we have the opportunity to rectify any issues, problems or concerns as soon as possible. We are set up to deal with and rectify issues during your stay, even if after hours and will not be responsible for compensation for issues that are reported late or after you vacate the property

## **SUPERHEROES COMMUNITY CARE RIVER RETREAT OBLIGATIONS**

1. Rectification of issues - whilst we take care to keep the houses in good condition and good working order, nevertheless breakages, outages and malfunctions beyond our control do occur. When this happens, we will rectify a situation as soon as practicable, however we cannot accept responsibility for any loss and no compensation will be given. This applies to the property, its inclusions, and the supply of utilities.
2. Withdrawal of property – Should the property be withdrawn for rental prior to your check in date all monies paid will be refunded and you hereby agree that you will accept a refund as an acceptable solution should such a situation arise.
3. Cleaning – we will use our best endeavours to organise for the property to be cleaned prior to your arrival, however during peak season or extremely busy handover days; some tolerance may be required of guests to accommodate cleaning schedules.
4. Maintenance – we will organise for normal repairs and maintenance to be carried out during your stay, provided that the repairs and maintenance are attributable to normal wear and tear, and not damage to the property or other breakages.
5. Gas bottle refills – subject to the availability of staff, we will organise gas bottle refills for you, or reimburse you for the cost of a refill if you do that yourself.
6. Representation of a property – your booking is made in good faith by us as the owners' agent. We will use our best endeavours to ensure that the property is accurately represented to you, however we will not be responsible for the actions of owners including making changes to a property or its inclusions.
7. We will use our best endeavours to have the property in good working order, however we cannot guarantee every aspect of the property and especially items which can be inherently temperamental - electronics, wifi, television reception, barbecue lighters and the like.

## **LOST PROPERTY**

1. We will endeavour to assist you to retrieve lost or forgotten personal property, however no claim may be made on us or the owner for any loss.
2. Lost property will be kept for a period of 2 weeks, and then any unclaimed items will be donated to charity or disposed of.
3. Should you want an item returned, a replay paid satchel must be sent to our office for return.

## **FORCE MAJEURE**

We as the Agent or the owner of the property will not be responsible for any damage or loss of enjoyment occasioned by any force majeure incidents that interfere with the use of your property, including but not limited to bush fires, excessive rain and storm activity, excessive beach erosion due storm activity, excessive deposits of seaweed on the beach, water supply failure, and electricity supply failure.

THE SHOALHAVEN SUPERHEROES VOLUNTEERS HOPE YOU AND YOUR FAMILY HAVE A VERY ENJOYABLE STAY AND SPECIAL TIME TOGETHER.