



Terms and Conditions

All reservations made via Spindrifter website (spindrifter.com.au) are made subject to these terms and conditions. The person making the reservation will be deemed to have accepted these terms and conditions on behalf of all persons under the reservation. These terms and conditions are made in respect of the properties located at "Spindrift", 6 Mulloon Road, Mulloon, NSW 2622. (Spindrift Bush Cottage)

1. Bookings and Payment

1.1 In order to secure your booking, a deposit equal to 50% of your stay is required with the remaining payment due fourteen (14) days prior to arrival. We reserve our right to cancel your booking if payment or bond is not received prior to check-in.

1.2 For each booking the lodging of a bond equal to one night's accommodation or \$500 whichever is the greater is required. This is to be paid into a trust account and will be released to you upon check out and successful clearance of the condition of the property.

1.3 All rates are quoted in Australian dollars and are subject to change at any time. Any changes to rates made after booking confirmation will not affect your booking and any verbal quote given is an estimate only.

1.4 A 1.65% credit card fee applies to all credit card transactions.

1.5 All prices shall be inclusive of GST.

2. Cancellations

2.1 Cancellations to bookings must be made at least fourteen (14) days prior to check-in date for refund of payments to date.

2.2 Bookings that are cancelled within fourteen (14) days of check-in date, or if you fail to check-in, are non-refundable.

2.3 Spindrift Bush Cottage reserves the right to recover the merchant fees charged from any cancellations where a Visa, Mastercard, or American Express card was used as the payment method.

3. Check-in and Check-out

3.1 You are entitled to arrive and check-in to your booking between the hours of 2.00pm and 6.00pm on the date of check-in. Any arrival after 6.00pm may be organised subject to the prior consent from management.



3.2 You must check-out of your booking and vacate the premises by 10.00am on the date of check-out. Any departure after 10.00am may be organised subject to the prior consent from management. Additional fees may apply.

4. Number of Guests

The number of guests during your stay must not exceed the total number booked. Additional guests may be permitted on the Properties with the prior consent from management. We reserve our right to remove any persons exceeding the total number booked.

5. Parties

Parties are strictly prohibited at all times during your stay. Although set in a rural area the cottage is still within audible range of our neighbours. We reserve our right to evict guests found in breach of this policy.

6. Smoking

Smoking is strictly prohibited inside all Properties, and on any timber decking or balconies.

7. Pets

Dogs and cats as pets are permitted at the property however you will need to sign our pet policy form which outlines conditions of occupancy.

8. Accommodation

8.1 For the duration of your stay, we will provide bed linens, towels and some toiletries.

8.2 You shall:

- (a) not remove any bed linens, towels or toiletries from the Properties;
- (b) return the accommodation to the level of cleanliness to which it was initially occupied; and
- (c) comply with all reasonable directions from management.

9. Dams

There are a few dams and waterholes located around the property but these are outside the immediate area of the Cottage. Residents are urged to exercise caution near and around these places particularly for children.



10. Damage

10.1 Any damage to the property or damage to items within the property must be reported to management at the time of damage. After your booking, inspections are conducted to the Properties to identify evidence of damage or theft. We reserve our right to charge for any damage to the property or theft of property during your stay.

10.2 If any damage to the property or theft of the property is identified after your stay, you will be notified of such damage in writing and we will issue an invoice addressed to you for repair or replacement costs. You must attend to payment of the invoice within fourteen (14) days from the date received.

11. Limitation of Liability and Indemnity

11.1 To the full extent permitted by any applicable law, we:

(a) disclaim all representation or warranties, express implied, not expressly set out in these Terms and Conditions.

(b) make no representation, warranty or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Properties, or any goods or services requested through the use of the Properties, or that any event using the Properties will be uninterrupted or error free.

11.2 We shall not be liable for any indirect, incidental, special, exemplary, equitable, punitive or consequential damages, including for lost profits, lost data, personal injury or property damage related to or in connection with or otherwise resulting from your use of, access to or inability to access or use the Properties, regardless of any negligence (either by act or omission) or day of or by us, agents, employees or representatives, even if we have been advised of the possibility of such damages.

11.3 You acknowledge and agree that we will not be liable to you for any claim, liability, loss, damages, costs or expenses, whether direct, indirect or consequential:

(a) for any delay in providing you with any service at the Properties;

(b) if we are unable to provide you or satisfy any request for use of the Properties, whether or not you have a booking.

11.4 You acknowledge and agree that you will indemnify us against any claims, liability, loss, damages, costs or expenses (including legal costs) in connection with the use of the Properties and/or as a result of or in connection with any breaches by you of these Terms and Conditions.



12. Termination

12.1 Upon notice from you of terminating these Terms and Conditions, we reserve the right absolutely to retain any payment made up to and including the date of receiving notice of termination.

12.2 We may terminate, in our absolute discretion, these Terms and Conditions with notice to you on occurrence of one of the following (each being a 'Termination Event'):

- (a) non-payment of any fee payable pursuant to clause 1 above on the date specified;
- (b) conduct deemed to be unlawful or otherwise in breach of these Terms and Conditions.

12.3 Such notice of a Termination Event will take effect from the date specified in the notice, or, if no date is specified, to immediate effect on the date the notice is sent to you.

12.4 To the extent permitted by law, a Termination Event will render any payment already paid to us forfeited.