TANUNDA HOUSE

LUXURY ACCOMMODATION BAROSSA

RENTAL TERMS & CONDITIONS

Your agreement is with the Owner ("we", "us" and "our" in these terms and conditions) of the property known as Tanunda House, 40 Maria St, Tanunda, South Australia (**Tanunda House**). References to "you" or "your" are references to the person making the booking (**Responsible Person**) and all members of the holiday group staying at Tanunda House.

These terms and conditions form the basis of your agreement with us so please read them carefully. Nothing in these terms and conditions affects your normal statutory rights under Australian law.

Pricing: All prices are in Australian dollars and inclusive of Goods and Services Tax.

Pricing includes exclusive use of Tanunda House for the duration of your stay.

Accommodation is for a maximum of ten (10) guests on a daily rate. Any additional guests must be authorised by us in writing. If you exceed the maximum number of persons staying at Tanunda House without our authorisation, we reserve the right to charge your credit card accordingly and terminate your booking with immediate effect.

No parties or functions are to be held unless authorised in writing by us.

Making your booking: When you book Tanunda House You should carefully check the details of our email confirmation and inform us immediately of any errors or omissions.

Bed configuration (King vs Twin singles) must be advised at least seven (7) days prior to arrival. Changes to bed configuration within seven (7) days of arrival may incur extra housekeeping fees.

Paying for your booking: To secure your dates, a deposit payment of 25% of your total rate of stay (**Deposit Payment**) is due at time of booking. No booking can be confirmed until Deposit Payment is received.

You are required to pay the full balance of the payment for your stay at least 28 days prior to the date of your stay. If you fail to make this payment in full and on time, we may treat your booking as being cancelled by you.

Your Credit Card details will be held by us up to 14 days after the end of your stay and you agree that we can use your Credit Card details to cover and be applied against any damages, breakages, replacements or additional cleaning in accordance with these terms and conditions.

By paying for the booking you agree that you are over the age of eighteen (18) and that you accept full responsibility for all payments due and for the consequences of the actions of all of the persons who enter Tanunda House during your stay.



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Booking amendment or cancellation: We can accommodate cancellations to your booking up to twenty-eight (28) days prior to arrival and any payments you have made at such time will be refunded in full.

Cancellations made within twenty-eight (28) days of your stay will result in you forfeiting all monies paid by you.

If we cancel or amend your booking: We would not expect to have to make any changes to your booking, but if we are unable to provide the use of Tanunda House, or any part thereof, due to circumstances beyond our control, you agree that we will not be responsible for any costs, damages or expenses you may suffer or incur.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary for us to cancel your booking, we will refund any monies paid to us.

Check-in and check-out: Check-in is from 2pm on the day of arrival. Check-out is at 10am on the day of departure. For late departures, a fee of $150 per hour will be charged to the credit card on file unless prior arrangement has been made, in writing, with us.

Your obligations

Compliance with terms: You agree to comply with these terms and conditions, including any other terms reasonably made from time to time and notified to you. You are responsible to ensure that all members of your party, as well as any visitors to Tanunda House, observe these terms.

You are not permitted to allow more people to stay at Tanunda House other than those expressly authorized, nor can you significantly change the makeup of the party during your stay. If you do so, we can refuse to hand over the use of Tanunda House to you or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you and any monies having been paid by you at such time will not be refunded.

You are responsible for all visitors and guests you permit to enter Tanunda House and for any damage or loss they may cause.

Smoking: All buildings at Tanunda House are strictly non-smoking.

Pets: We are sorry, but we are unable to accommodate pets



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Condition of property: You agree to keep and leave Tanunda House and the fixtures, furnishings, kitchen and other equipment, crockery, glasses, bedding, etc in the same condition and repair as upon arrival. You also agree to ensure all electrical equipment and white goods are left clean and in good condition. Any damage, breakages or additional cleaning required will be on-charged to the Responsible Person.

Any issues with any contents at Tanunda House must be notified immediately to the Host Manager so that we can be made aware of any damage or any breakage. If we can rectify the issue, we will endeavour to do so.

You agree not to cause any damage to the walls, doors, carpets or windows of Tanunda House, nor to do anything that may reasonably be considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties. As Tanunda House is located in a residential area, we ask that you be mindful of our neighbours and keep excessive noise to a minimum at all times.

Parking is available on the cobblestone driveway off Maria Street, with additional parking at the rear of the property, accessible at the end of Albert street.

General: You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

We are not liable for any injury or loss that you or any of your invited guests may sustain while you staying at Tanunda House.

Children must, at all times, be supervised by a responsible adult. The total responsibility for the safety and care of children during your stay will be that of the parents or guardians and not Tanunda House.

No glass in the pool area – plastic glassware is provided.

Beverages: Tanunda House holds a residential liquor licence. We practice the responsible service of alcohol and alcohol will not be served to intoxicated or underage persons.

In accordance with our liquor licence, alcohol is only to be sold and supplied between the hours of 5am – midnight Monday to Saturday and between 11am and 8pm on Sunday.

Bar facilities are available upon request and will be charged on consumption. A minimum spend of $200 is required for bar facilities to be stocked in accordance with your preferences. This amount will be invoiced pre-stay, with any remaining balance within 7 days of check out.

Departure: You agree to leave Tanunda House no later than the specified check out time on your departure date. Late departure is subject to prior arrangement and availability and will incur extra charges.

We ask that you leave Tanunda House clean, tidy, dishes cleaned and put away, food removed from the refrigerator and garbage taken out. Please leave the property as you found it. Should you leave Tanunda House in a state that requires additional cleaning, this cost will be charged to the Credit Card on file.

We also ask that you secure the property ensuring you turn off air conditioners and lights, close and lock all windows and doors before leaving.

Repairs: You are to advise us immediately of any repairs, damage or breakages that may have arisen or where repairs need to be made as soon as possible. You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

Relationship: These terms and conditions do not create a relationship of landlord and tenant between you and us. You will not be entitled to a tenancy or to any form of statutory security of tenure as a result of this agreement.

Lost property: We take no responsibility for your personal belongings. If we are able to locate any personal belongings left behind at the property following departure will notify you and hold such items for a period of thirty (30) days. If you do not collect your belongings within thirty (30) days, we may dispose of them. If you require any such items to be posted to you, this will come at your cost.

Entire agreement: These terms and conditions constitute the entire agreement between you and us for your booking and your stay. No representations made outside these terms and conditions form the agreement between you and us.

Severance: If any term in these terms and conditions is held or found to be void, invalid or otherwise unenforceable, it will be deemed to be severed to the extent that it is void, invalid or unenforceable, but the remainder of that provision and these terms and conditions will remain in full force and effect.

Governing law and jurisdiction: These terms and conditions are governed by the law in Victoria and you and us irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in that state and the courts competent to hear appeals from those courts, with respect to any proceeding that may be brought at any time relating to these terms and conditions and waive any objection they may have now or in the future to the venue of any proceedings, and any claim they may have now or in the future that any proceedings have been brought in an inconvenient forum.

Any complaints or problems:

Every effort has been made to ensure that you have an enjoyable and memorable stay at Tanunda House. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

Your Host Manager will be introduced to you at check in and can be contacted for this purpose.