

PENINSULA ECO

TERMS AND CONDITIONS AND RULES OF STAY

1. IMPORTANT

- i. Please read these terms and conditions carefully
- ii. All bookings made directly or via email are made subject to these terms and conditions and the person making the booking will be deemed to have accepted these Terms and Conditions on behalf of all persons who will be staying at Peninsula Eco under the booking
- iii. For bookings of 30 or more days you may be required to enter into a rental agreement, in which case you will be bound by both the rental agreement and these terms except to the extent of any inconsistency in which case the former will prevail to the extent of that inconsistency
- iv. Some Terms and Conditions vary according to the booking type (for example Peak Season Bookings, Group Bookings). You should ensure that you read the Terms and Conditions carefully to ensure you are aware of the Terms and Conditions which apply to your particular booking
- v. If any part of your booking falls on a date which is classified as a Peak Season Booking date, your entire booking will be deemed a Peak Season Booking and any terms or conditions which apply to Peak Season Bookings will apply to your entire booking
- vi. Any prices, fees, or charges which are specified or referred to in these terms and conditions are in Australian Dollars

2. Definitions

In these Terms and Conditions:

- i. "Child" has the meaning given in clause 17
- ii. "Booking Credit" means credit which may be applied to future accommodation with Peninsula Eco subject to clause 16
- iii. "Infant" has the meaning given in clause 17
- iv. "Peninsula Eco" means the business trading as Peninsula Eco at 15-33 Truemans Road Capel Sound
- v. "Peak Season Booking" means a booking which is advertised as a Peak Season Booking or which you have been notified by Peninsula Eco is a Peak Season Booking. These include but are not limited to; Summer Period (December to March), Victorian Public Holidays, Victorian school holidays, long weekends, Melbourne events such as Cup Weekend, Grand Final Weekend, New Year's Eve and Christmas period, Labor Day, Queen's Birthday, Grand Prix.
- vi. "Standard Booking" means a booking other than Peak Season Booking
- vii. "You" and "Your" mean the person who is making the booking

3. Photographic Identification

- i. At check-in you will be required to provide photographic identification
- ii. If you are unable to provide such identification your booking may be cancelled and you may be liable to pay Peninsula Eco an amount equal to the full booking amount plus any other costs incurred by Peninsula Eco in connection with the booking. Accordingly, any pre-payment you have made in relation to the booking will be forfeited to Peninsula Eco under this term

4. Bookings, Quotes and Reservations

- i. Bookings can be made online or direct by calling Peninsula Eco on 03 5986 1344 or + 61 3 5986 1344 if calling from overseas
- ii. Bookings are subject to the availability and applicable pricing at the time of the booking and some conditions and/exclusions may apply, including but not limited, to minimum stay requirements
- iii. Any quote given is an estimate only of price and the price will only be confirmed once payment is made on the booking and you receive written advice from Peninsula Eco that the payment has been received and the booking has been confirmed
- iv. Any confirmed price is subject to change if:
 - a payment which is due on a booking is not received by Peninsula Eco by the date the payment is due; or
 - there is a change in or imposition of a government charge, tax or levy which entitles or necessitates Peninsula Eco changing the price of your booking
 - any details relating to your booking are amended, for example your dates of stay, your room type or the number of persons staying under your booking, in which case clause 9 will apply
- v. If the price of a booking is changed under clause 4.6 you may pay the new price for your booking or cancel your booking and receive a full refund
- vi. If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request Peninsula Eco reissue the written confirmation or invoice and you may either pay the amount specified on the reissued written confirmation or invoice by the date which it is specified as being due, or cancel your booking

5. Payment

- i. All booking fees – including deposits - must be paid in full prior to, or on, arrival
- ii. Payments may be made by Visa, Mastercard, personal or bank cheque, or Electronic Telegraphic Transfer (allow 7 days transaction time). All prices are in Australian Dollars
- iii. A 2% surcharge will apply to payments made by Visa and Mastercard
- iv. If you wish to pay for your booking by cheque:
 - DO NOT send your cheque to the property;
 - you MUST post your cheque to the following address:
Peninsula Eco
Attention: Accounts
P.O. BOX 400 South Yarra VICTORIA 3141
 - you MUST ensure you include the following details with your cheque:
 - the name your booking was made under; and
 - the dates of your stay; and
 - any reference provided by Peninsula Eco when making your booking
 - you must ensure Peninsula Eco receives your cheque 7 days before the date your payment is due to allow time for your cheque to be cleared; and

- if your cheque has not cleared prior to your scheduled date you will not be permitted to check-in unless you provide an alternative form of payment

6. Deposit and Final Payment

- i. A non-refundable deposit per booking must be received immediately to confirm your booking, and if the total cost of your booking is less than \$400, full payment is required at the time of booking
- ii. Full payment must be received prior to your scheduled day of arrival, or on arrival
- iii. For all Peak Season Bookings full payment is required at the time of booking
- iv. Unless otherwise advised by Peninsula Eco, payments may be made at reception by cash, credit card or EFTPOS. Credit cards attract a 2% surcharge. Personal cheques are not accepted at reception
- v. If any deposit or final payment is not received by the due date, Peninsula Eco reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to Peninsula Eco
- vi. Once final payment of your booking has been made, confirmation of that payment and your booking will be sent to you via email or post to the email or postal address you provided at the time you made the booking

7. Rates and Charges

- i. The currency applicable to all quoted rates is in Australian Dollars. All quoted rates are subject to change at any time until full payment is received
- ii. Quoted rates are inclusive of all compulsory government or regulatory charges and taxes (for example GST) where applicable
- iii. Quoted rates do not include transport to and from Peninsula Eco, additional rates and fees, ancillary services, or taxis, unless otherwise indicated
- iv. Some rates which are quoted are valid only for a minimum number of nights and if the number of nights included in your booking changes the rate may also change
- v. For information on rates for extra persons, please refer to clauses 18
- vi. A key replacement fee of \$25 will be charged in the event that the room key issued at check-in is not returned to reception on departure
- vii. A gate entry remote replacement fee of \$70 will be charged in the event the gate remote is not returned to reception on departure
- viii. Pets are not permitted to stay unless prior arrangements have been made with Peninsula Eco. Failure to comply will result in an additional \$200 cleaning fee and you may be asked to vacate, forfeiting any amount paid
- ix. All accommodation and public areas at Peninsula Eco are strictly non-smoking. Failure to comply will result in an additional \$200 cleaning fee
- x. You are required to respect fellow guests and maintain a polite noise level. Should you or your party become rowdy or fail to comply with requests from management, you may be asked to leave and forfeit any monies paid
- xi. Please ensure all household waste and garbage is disposed of in the receptacles provided. Please ensure recyclables are placed in the appropriate bins provided. Failure to do so may result in additional cleaning fees being charged.

8. Refunds

- i. To the extent permitted by law, any amount paid by you to Peninsula Eco for your booking is non-refundable unless stated otherwise in these Terms and Conditions

9. Booking Amendments

- i. All amendments to bookings are subject to availability and applicable pricing at the time the amendment is requested and at Peninsula Eco's absolute discretion
- ii. A \$25 amendment fee will apply to all Booking Amendments
- iii. If the rate which applies to an amended booking is greater than the rate which applied to the original booking, you must pay the difference along with any amendment fee in full at the time the amendment is approved

10. Cancellation

- i. If a booking is cancelled any amount which you have paid will not be refunded and additional cancellation charges may apply
- ii. Events, parties and gatherings are not permitted on the premises without prior written consent from Peninsula Eco management and may result in your booking being cancelled without refund

11. No-Shows

- i. If you do not show up for your booking at the booked time and date, Peninsula Eco reserves their right to deem your booking to be a cancellation in accordance with clause 10

12. Check-in

- i. Standard check-in time is 2:00pm. You should confirm the check-in time upon booking
- ii. Guests who anticipate checking in outside standard hours MUST contact management with an estimated time of arrival, and provide copies of identification and credit card information prior to arrival
- iii. Please familiarize yourself with the Emergency Assembly Areas throughout the facility. These will be sign posted. If you have any concerns, please speak to management.

13. Standard Check-out

- i. Standard check-out time is 10:00am

14. Late Check-out

- i. If you wish to check-out later than the standard check-out time you must obtain approval from management at least 12 hours prior to your scheduled check-out time
- ii. Management may approve a request for late check-out at their absolute discretion
- iii. If you check-out after 10:00am the following additional charges will be applied to your account and will be payable by you on check-out:
 - a surcharge of \$20.00 per hour for every hour after 10:00am that you fail to check-out; or
 - if you check-out after 2pm a charge equivalent to the fully daily rate which applies to your booking

15. Security Deposits

- i. You must provide a credit card at check-in
- ii. This credit card may be used to cover incidental items, including but not limited to, security bond, or deposit for any breakages or damage incurred during your stay, or cleaning charges in excess of the normal level of cleaning

- iii. Where a credit card is not available a minimum \$200.00 cash deposit will be required on check-in. (The actual amount required may be higher depending on the booking and number of nights stay) Note: during Peak Season only credit cards are accepted and no cash deposit option is available

16. Room Allocation

- i. In the unlikely event that Peninsula Eco cannot provide the accommodation specified in your booking, Peninsula Eco will at no additional expense to you, relocate you to an alternative room which, in the reasonable opinion of Peninsula Eco, is of comparable quality
- ii. If a room of comparable quality in a comparable location is not available, Peninsula Eco may relocate you to a room of less comparable quality in which case Peninsula Eco will refund to you an amount which it reasonably believes represents the difference between the rate payable for the alternate accommodation and the rate paid by you for the booking
- iii. If you do not agree on the alternative accommodation under this clause, you may request Peninsula Eco to cancel your booking and issue you with a Booking Credit for the full amount of that booking less any amounts which you owe to Peninsula Eco
- iv. If you and Peninsula Eco cannot agree on an alternative room under this clause and you do not wish to be issued a Booking Credit, then you may request Peninsula Eco cancel your booking and provide you with a refund for the full amount of that booking less any amounts which you owe to Peninsula Eco

17. Child Policy

For the purposes of this clause "Child" or "Children" means a person or persons aged between 2 years and 11 years; "Infant" means a person under the age of 2 years; and "Adult" means a person aged over 18 years. All ages will be determined from the date at which accommodation commenced

- i. Infants sharing a room with their parents or guardians may do so free of charge if using existing beds and linen
- ii. Children and Infants are not permitted to stay in any room without an Adult
- iii. Additional charges will apply if extra beds or linen (including roll-a-ways or sofa beds) are required. These are charged at the extra person rate. Extra person rates will be charged on a per room basis unless otherwise stated

18. Extra Person Policy

- i. An Extra Person rates will be charged for each person staying in a room which exceeds the maximum occupancy for the room type, or where extra beds or linen are required
- ii. Extra person room rates will be charged on a Room Only basis, unless otherwise stated
- iii. Tariffs apply for additional guests staying in the villas and beach huts so please advise management and make the necessary payment. Should additional unpaid guests be found, the booking may be cancelled and you may be asked to vacate if payment for the additional guest(s) is not forthcoming, in which case any amount paid will be forfeited
- iv. Extra Person rate will be charged at 33% of the nightly room rate payable per additional person

19. Pets

- (i) Peninsula Eco reserves their right to permit pets at their absolute discretion
- (ii) Should you wish your pet to stay, you MUST advise Peninsula Eco at the time of your booking

- (iii) An additional cleaning fee of \$50 or 15% of your total booking fee (whichever is the greater) will apply and must be payable in advance at the time of your booking
- (iv) Your pet is your responsibility and must not be left unattended on the premises
- (v) You MUST clean up after your pet, failure to do so will result in a further cleaning fee nominated by Peninsula Eco at their discretion
- (vi) Should your pet cause a disturbance or nuisance to other guests, Peninsula Eco reserves their right to relocate you and your pet to an alternate room at their discretion, or cancel your booking under the terms and conditions set out herein
- (vii) You indemnify Peninsula Eco against any incident or damages caused by your pet and you will be solely responsible for all costs and damages arising from any claim whatsoever

20. Facilities and Services

- i. Whilst all care is taken to ensure that the description of facilities and services at Peninsula Eco are accurate, these are continually being upgraded and, on occasion, taken out of service. If any feature/facility is essential to you in choosing to stay, it is your responsibility to confirm prior to making your booking that the feature/facility will be available during your stay
- ii. To the extent permitted by law Peninsula Eco is not liable for omissions, errors or changes to the facilities and services at a property, whether temporary or permanent
- iii. Accommodation facilities listed may not apply to all room types

21. Special Requests

- i. Whilst Peninsula Eco attempts to satisfy all special requests, Peninsula Eco does not guarantee that special requests can be accommodated

22. Maps and Images

- i. Map images, if shown, are for general information and may not necessarily reflect actual routings, locations or services provided
- ii. Destination shots may have been supplied to Peninsula Eco by third parties and Peninsula Eco does not guarantee the accuracy of any destination shots
- iii. Photos and floor plans are indicative only. Actual rooms occupied may vary in decor and inclusions from those shown

23. Travel Insurance

- i. Peninsula Eco does not offer travel insurance. It is your responsibility to determine whether you require travel insurance to cover items including but not limited to: loss of booking amount through cancellation, loss or damage to personal baggage, loss of money and medical expenses

24. Unaccompanied Minors

- i. All guests under the age of 18 must be accompanied by a responsible adult such as a parent, step-parent, guardian or other adult who has parental rights and responsibilities for the under 18-year old guest
- ii. If a guest is found to be a person under the age of 18 who is not accompanied by a responsible adult Peninsula Eco reserves the right to cancel the guest's booking and the full booking amount will be forfeited to Peninsula Eco under this clause

25. Third Party Products and Services

- i. Third party products or services are sometimes sold together with accommodation provided by Peninsula Eco. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Peninsula Eco has in facilitating your booking with the third party is as the third party's agent. Peninsula Eco is in no way the supplier of the products and services and, to the extent permitted by law, Peninsula Eco is not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party
- ii. All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties
- iii. Peninsula Eco does not warrant the accuracy of any information, statements or representations made by third parties

26. Release, indemnity and proportionate liability

- i. To the extent permitted by the law, you agree to release, indemnify and hold harmless, Peninsula Eco and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay, except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from Peninsula Eco's negligence, wrongful act/omission or breach of these terms and conditions
- ii. To the extent permitted by law the aggregate of Peninsula Eco's liability to you is limited to an amount not exceeding the amount paid by you for your booking
- iii. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions

27. Consumer Law

- (i) To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Peninsula Eco are excluded under these Terms and Conditions
- (ii) Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits Peninsula Eco to limit its liability, then Peninsula Eco's liability is limited to:
 - in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired

28. Events Beyond Control

- i. Peninsula Eco is not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule
- ii. All travel documents, observance of laws and government regulations are your responsibility

29. Use of Information

- i. You consent and authorise Peninsula Eco and their agents to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking
- ii. You consent to information which you have provided to Peninsula Eco as part of your booking being used by Peninsula Eco, or any of their related bodies corporate, affiliate organisations, sub-contractors, for the purpose of informing you about offers and promotions which relate to Peninsula Eco
- iii. Peninsula Eco will not provide or disclose any information you have provided to any person other than a related body corporate, sub-contractor, or agent under the direction of Peninsula Eco, without your prior written consent
- iv. Upon request by you and to the extent permitted or required by law, Peninsula Eco will provide you with access to and/or the ability to correct your personal information. However only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking
- v. For more information, please refer to Peninsula Eco Privacy Policy

30. General

- i. The Terms and Conditions are governed by and will be construed in accordance with the laws of the State of Victoria, Australia
- ii. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect

31. Additional Costs

- i. Peninsula Eco reserves the right to debit your credit card or request payment in full for any outstanding charges that apply to your booking. This includes extra cleaning, excess rubbish removal, additional unpaid guests, extended stays, late checkouts, lost keys and remotes, repairs and damage to property

32. Loss and Damage

- (i) All guests remain responsible at all times for any loss or damage to Peninsula Eco which has been caused by the guest, or the guests' invitees
- (ii) Guests shall accept the amount for loss and damage provided to them by Peninsula Eco and shall not dispute such an amount
- (iii) The Guest's credit card will be charged for any amount due
- (iv) Should there be insufficient amount available on the credit card provided, Guests will immediately pay the balance by alternate method
- (v) Guests shall pay the amount (if any) for such loss and damage immediately upon receiving notification of such amount from Peninsula Eco

33. Acceptance

- i. By proceeding with your booking you acknowledge your acceptance to the Terms and Conditions herein