



Rental Terms & Conditions Agreement

A client's property rental is only confirmed, and becomes a binding agreement, once **St Albans Village Market & Events** ("Company") has received on-time payment(s); constituting acceptance of the following booking conditions on behalf of the client and each accompanying guest. Sending payment in response to an invoice, or via a 'booking platform' constitutes acceptance and agreement to the following terms, conditions, limitations and restrictions as printed below. No alterations to these Terms & Conditions are valid. If changes are required, an amended copy will be dated and sent. If you have any questions about the following Terms & Conditions, please be sure to contact the Company for discussion and explanation.

Payments

Failure to make scheduled payments subjects reservations to cancellation without notice. All outstanding balances are required to be paid on or before due dates. All cancellations or requests for changes to a reservation affecting payments (such as date changes or changes in the number of persons) must be submitted to the Company in writing, and await a written response to be confirmed, or not.

Cancellation Policy

All changes to reservations or cancellations must be promptly submitted in writing.

These Cancellation Fees will apply...

- More than 30 days prior to check-in - no cancellation fee will be charged.
- 4 to 30 days prior to check-in - a cancellation fee of 50% will be charged.
- 3 or fewer days before check-in - a cancellation fee of 100% will be charged.
- No shows - there will be no refund of fees paid.

Signature or payment submission accounts to legal acceptance of the stated cancellation policy and all accompanying Terms & Conditions. If you must change or cancel any portion of the services you have already booked, please notify the Company in writing via info@stalbansvillagemarketandevents.com.au, and await a written response with confirmation, or not.

No-shows, late arrivals, reductions in party size, and early departures are non-refundable. No full or partial refunds will be granted unless there is a serious problem occurring at the property which cannot be properly remedied within a reasonable timeline, and/or which causes extreme, undue discomfort or serious inconvenience. Monetary refunds are at the discretion of the Company.

Guests who abandon their rental without notification to, and permission from, the Company agree they have no rights to compensation.

Complaints & Maintenance

The Company works with property management services to make every effort to keep its property in good working order. In case of a maintenance problem, our local representatives will strive to repair the problem as soon as possible after being notified. We reserve the right to be allowed a reasonable timeline to cure a problem after a report is received.

However, no refund or rate adjustment shall be made for unforeseen mechanical failures such as the supply of electricity, plumbing, telephone service, internet service, water, air conditioning, television or cable service, appliances, etc.

Use of Property

Clients may not use the property for any purpose other than a private holiday residence, nor engage in any illegal or dangerous activity and shall be sufficiently quiet and peaceful so as not to disturb neighbouring properties.

Clients and their guests may not:

- Bring animals to the property without written permission from the Company
- Have an event involving more people than scheduled and paid for at the property without written permission from the Company, although a small number of dinner or lunch guests are very welcome.
- Parties are not permitted inside The Shack. Enquire about use of The Barn instead.

Clients have exclusive use of The Shack inside that fenced area only. The total number of persons allowed in the property at any one time is restricted to the number of persons scheduled and paid for, based on two persons per bed maximum. Should a group misrepresent themselves, they will be required to pay for all excess persons immediately, or shall vacate the property without refund – at the absolute discretion of the Company. Any deviation from these rules may result in eviction without recompense.

Events

The Company wishes to maintain a safe atmosphere for the quiet enjoyment of guests. We rent to responsible adults only; absolutely no house parties or functions are allowed without advance written permission from the Company. Guests shall be sufficiently quiet and peaceful, so as not to disturb other residents, particularly after 10pm.

If guests are found to have had a party or any sort of group gathering for more persons than officially scheduled and paid for at the property, without the Company's advance written permission, they are subject to:

- Eviction
- Additional charges at the discretion of the Company
- Additional overnight guests will not be covered by the property's insurance, unless declared prior and permission granted by the Company.

Pets

Pets of any kind are not allowed in or on the property's premises without specific written permission from the Company (granted prior to arrival). A pet or evidence of a pet found on premises will cause immediate eviction and forfeiture of the guest's entire rental funds.

Registered Assistance Animals will be permitted once proof of registration has been supplied.

The cost of addressing any damage caused by the animal will be charged to the Renter.

Drugs & Hazardous Materials

Guests shall not use, or permit to be brought into any property, any illegal substances, flammable fluids (e.g., gasoline, kerosene, or benzene), or other explosives or articles deemed hazardous to life, limb, or property. Evidence of illegal or hazardous materials is grounds for immediate eviction and loss of rental funds. There is a strict NO FIRES policy.

Check-In & Check-Out Times

Guests must honor the check-in and check-out times noted:

- **Check-In:** 3:00 PM AEST
- **Check-Out:** 11:00 AM AEST

Check-in and check-out times are strictly enforced. If you would like a later check-out time, you are required to check with our office prior to your stay to see if another group is arriving the day you leave. If not, you might be able to stay on later into the afternoon at no charge, but you are required to get prior permission, in writing, to stay later than the published check-out time.

Property Access

Company-designated staff may enter your rented property to perform repairs or cleanings as necessary. Every effort will be made to schedule such repairs or cleanings at a time convenient to you, to respect your privacy, and not interrupt your stay.

Property Keys

Company properties are controlled with a keyed entry system. Your party will be provided a code to access the property's front door. Guests are required to follow all lock instructions precisely when you leave the property daily and when you depart.

Rates & Errors

The Company is not responsible for printing errors or inadvertent omissions to website or booking platform information. Prior to receiving payment, all rates and property details are subject to change without notice. In any dispute arising out of this rental agreement, the laws of the State of NSW will apply and the prevailing party shall recover costs, expenses, and all legal fees.

Liability

The Company is acting as agent and operator for accommodations, and assumes no liability for property loss or damages, nor liability for injury or accidents occurring on the property. The Company is not responsible for delay or irregularity which may be occasioned either by reason of defect in any vehicle or the acts of any company or persons engaged in conveying passengers to or from the property.

Furthermore, guests are responsible for their property during occupancy, must lock windows and doors securely at all times when not on the premises, and must exercise care in securing all personal property. The Company reserves the right to refuse service or rentals to anyone at their complete discretion.

Security Deposits

Damage deposits, if held, are eligible for refund 60 days post-departure date, provided there is:

- No breakage, damage, or missing items
- No additional cleaning for properties left abnormally dirty
- No other charges incurred before, during, or after your stay still outstanding

Clients may be asked to provide the Company with a damage deposit. As a form of additional security, guests may be asked to submit a valid credit card in addition to a cash security deposit. The Company reserves the right to authorize the client's provided credit card for substantiated damage claims.

Rental clients hereby agree to pay the Company the cleaning or replacement costs for all damages to personal property or to real estate, which may occur as a result of occupancy, excluding normal wear and tear. Locked pantries and closets are reserved for the use of the property owner and are not included in this rental. The renter agrees to take all reasonable steps to ensure that family and other guests in their party adhere to the rules and regulations affecting the property rental.

Hold Harmless

You hereby release and agree to hold the Company, its officers and employees, harmless from any claim, loss, damage, or cost of expense of any person occupying or visiting the accommodation arising out of personal injury, including any caused by persons or carriers conveying passengers to or from their property, accidents or death, property loss or damages; cancelled or changed itinerary resulting from any acts or omission of the Company, their employees or agents, or any other party not under the direct employment and control of the Company, or from any act of God, war, strikes, pandemics, government, or any other event or cause beyond its control.

The Company has made a good faith effort to accurately describe the accommodations, but shall not be liable for any inaccuracies in such descriptions or changes in the accommodation or the surrounding properties or condition thereof, noise or inconvenience from nearby activities, or for any temporary defects or stoppages in property equipment or the supply of electricity, gas, water, plumbing, or any other services. All efforts will be made in the event of service disruption to readily remedy problems through arbitration.

Acceptance of these Rental Terms & Conditions is a pre-requisite to confirming a booking at The Shack, and will be deemed accepted upon payment of an initial booking payment.