

BOOKING TERMS & CONDITIONS

Please read these terms and conditions carefully. When you make a booking, you accept on behalf of your party the booking terms and conditions. Any breach of these terms and conditions may result in immediate eviction with no refund or cancellation of your booking.

This Booking Agreement (**the Agreement**) is between **Allambee Property Pty Ltd trading as Amaroo Escape** for the holiday rentals known as **Amaroo Escape** on the property located at 438 Curricabark Road, Coneac NSW 2422 (**the Property**) and the **Guest(s)** named in the Booking.

IT IS AGREED AS FOLLOWS:

1. ACCEPTANCE & RESPONSIBILITY

This Agreement (the Agreement) and all other legal notices (accessible at <https://www.amarooescape.com.au/> and any schedules, annexures, attachments relating to this Agreement, provided with or separately forming part of this Agreement. By completing the Booking, the Guest will be deemed to have accepted this Agreement and acknowledge that this Agreement is subject to any current and future COVID-19 legislative provisions enforced by the NSW or Federal Government of Australia [accessible at <https://www.health.gov.au/news/health-alerts> and <https://www.smarttraveller.gov.au>], which Amaroo Escape and the Guest are required to abide by, and that Amaroo Escape will do all things reasonably required to ensure the terms of the Agreement are upheld, but will not be liable for the consequences thereof. The Guest agrees if they do not accept these terms and conditions, they must not proceed with the Services or payment for the Services.

Guests are responsible for ensuring they check and adhere to any travel restrictions or legislation in place relating to COVID19. Amaroo Escape and Guests agree they will abide by the NSW Code of Conduct for the Short-term Rental Accommodation Industry (as amended from time to time) which is accessible on the NSW Fair Trading Website at https://www.fairtrading.nsw.gov.au/_data/assets/pdf_file/0012/925788/Code-of-Conduct-for-the-Short-term-Rental-Accommodation-Industry.pdf

Amaroo Escape, Allambee Property Pty Ltd, and the owners of the property accept no responsibility from all claims or causes of action you or any guests may have (including for negligence) arising from any injury, loss or damage of any kind suffered by the guests including personal injury, illness or death and/or loss of damage to any property (in so far as this does not breach the provisions of the relevant Australian Consumer Law) arising either directly or indirectly out of your stay at the Property.

Amaroo Escape, Allambee Property Pty Ltd and the owners of the property do not accept any responsibility for any effect on your stay due to adverse weather conditions (wind, rain, storms etc). We do not offer refunds in lieu of being able to experience the outdoor fire pit or Side by Side UTV activities due to adverse weather or unsuitable conditions.

Amaroo Escape will do all things reasonably required to ensure the terms of the Agreement are upheld but will not be liable for the consequences thereof.

2. BOOKINGS AND PRIVACY

By using our online booking system 'Cloudbeds', you agree to their terms and conditions accessible at <https://www.Cloudbeds.com/> To make a Booking, you will be required to set up a user account. The person making the Booking will be the registered Guest. However, all Guests staying at the Property will be required to register upon check-in.

We agree to comply with the Privacy Policy, the *Privacy Act 1988* (Cth) and all other applicable privacy laws and such other data protection laws as may be in force from time to time which regulate the collection, storage, use, and disclosure of information about identifiable individuals (**Personal Information**) held by or on behalf of the Guest to the extent that they are legally obligated to comply with these laws. Please also refer to the privacy policy of our online booking system Cloudbeds.

3. RATES & PAYMENT

Rates quoted are per room per night based on single or double occupancy. All rates are in Australian dollars (AUD) and are inclusive of GST where applicable. The prices indicated on the Site may change at any time without advance notice to you. If you have made a booking, it will be charged at the price in force at the time the booking is validated. Any verbal quote given is an estimate only of price, which will be subject to a written advice on confirmation of the booking.

The Guest agrees to pay Amaroo Escape the fees at the rate and in the manner specified in the Booking. The Guest agrees to pay the 25% non-refundable deposit and applicable fees at the time of making the Booking. The remaining balance of the accommodation rates and any other amount payable in advance is payable in full no later than 40 days prior to arrival. You authorise us to charge the card used at the time of booking for the remaining amount on your invoice 40 days prior to arrival. If the booking is made within 40 days prior to the check-in date, you authorise us to charge the card used at the time of booking for the remaining amount on your invoice.

Amaroo Escape accepts payment by Credit Card (Visa and MasterCard payments only) or such other method of payment as notified by us from time to time. The Booking will not be confirmed until the Guests payment is received and cleared. The Guest acknowledges that valid credit card details will be held as a Security Bond for the Booking, please refer to **clause 6**.

4. CHECK-INS AND CHECK-OUTS

Check-in is available from **2pm** on the day of arrival. The latest Check-out time is strictly **10am** on the day of departure. An additional fee will be charged if you do not check out by 10am. Early arrivals and late check outs are at the discretion of Management and must be requested at the time of booking and can only be confirmed 1 day prior to arrival or departure. Whilst every effort will be made to accommodate early arrivals and late departures, the only way to absolutely ensure an early check-in or late check-out is to book an extra night.

5. CANCELLATIONS, RE-SCHEDULE AND REFUNDS

If you wish to cancel or vary your Booking, please contact us immediately at stay@amarooescape.com.au

- (a) Cancellations with more than 90 days notice prior to your arrival will incur a 25% cancellation fee of the booking total.
- (b) Cancellations between 30 days and 90 days notice prior to your arrival date will incur a 50% cancellation fee of your booking total.
- (c) Cancellations with less than 30 days notice of your arrival date will incur a 100% cancellation fee of your booking total.
- (d) No cancellations are accepted on the day of arrival or after check-in. The Guest will be charged the total of the reserved stay under all circumstances. Written notification must be provided for all cancellations.
- (e) A booking can be rescheduled with no cancellation fee, provided 90 days notice has been given in writing. The new booking date must be within 12 months from the original booking date. The new Booking will be subject to availability and any price increases will apply. If a variation to a booking is allowed, any further variation to the booking will not be permitted beyond the initial variation. A variation of the Booking which reduces the number of nights stay will be treated as a cancellation of the Booking in respect of those nights. An administration charge of \$100 will be charged for any variation or cancellation. We have a minimum nights stay policy and a longer minimum stay can apply over peak periods. No refund will be made for a variation to the extent that it breaches our minimum nights stay policy.

In the event Amaroo Escape must cancel your accommodation for circumstances beyond our control a full refund will be made. However, we will not be held liable for any further costs incurred as a result of your booking. We strongly recommend travel insurance (even for domestic travel) to cover cancellations, travel delays and all other unforeseen incidents and accidents. If there are extenuating circumstances, including natural disasters, illness or COVID-19 government restrictions in connection with any request to cancel or vary the dates of a Booking, Amaroo Escape may in its absolute discretion and subject to availability, offer to change the scheduled dates of the Booking. If the Guest is displaying flu like symptoms, appearing unwell or expressing they are feeling unwell, the commencement date of the new booking must be no sooner than fourteen (14) days and up to twelve(12) months from the date the original Booking was due to commence. Alternatively, Amaroo Escape may, in its absolute discretion, offer the Guest a credit of the total amount paid towards a future booking. Amaroo Escape reserves the right to vary or cancel the Booking where any situation arises that renders the Booking impractical, unsafe or unable to be fulfilled, which may include, but is not limited to, damage to the Property, force majeure, terrorism, natural disasters, pandemics, political instability or other events or circumstances which make it unviable for us to uphold the Booking. Where the Booking has been varied or cancelled by Amaroo Escape, we will use our best endeavours to offer acceptable alternative accommodation to the Guest that is as far as practical and feasible,

substantially similar to the original Booking, or voluntarily offer the Guest a right to cancel or change the Booking via our booking system.

This cancellation policy applies to direct bookings. Third party website bookings, travel agent bookings or voucher bookings may have a different cancellation and/or payment policy, refer to your third-party booking confirmation letter.

6. SECURITY BOND

Your credit card details will be held on the system for a refundable Security Bond in the amount of \$250. The bond will be pre-authorized prior to arrival using the card charged at the time of making the booking, and retained until an inventory and inspection has been completed at check-out. The cost of repair or replacement of property and any additional charges incurred to be deducted from your Security Bond. The remainder shall be released back to you within 7 days. You remain responsible for and will be charged for any damage or cost of repair or replacement in excess of the Security Bond or if any extra cleaning is required. We reserve the right to automatically charge the credit card provided upon booking should any further additional charges be incurred during or after your stay.

7. DAMAGES

The Guest is responsible for the full cost of repairing any damage caused to the property, premises, building or contents. Examples of this include but are not limited to discolouration of any surfaces by any means (for example, self-tanning cream, beetroot, wine etc.) You are also responsible for the full cost of replacing any losses and any items that are broken, whether by accident or intent, and any excess cleaning requirements or extra guests beyond those declared.

The guest acknowledges that breaching the obligations or any terms of this Agreement may result in fees as outlined in the **Schedule of Costs** and/or any other associated consequences of the breach.

All damages, breakages or losses to the Property, furniture and furnishings are to be reported immediately to management. To avoid being charged for any damage not caused by the Guest, such faults or breakages should be brought to Amaroo Escape's attention immediately following check-in.

Following a final inspection and assessment after check-out, the Guest agrees Amaroo Escape is permitted to deduct the fees from the Security Bond and to charge the Guest's credit card for any fees over and above that amount, in accordance with the **Schedule of Costs** and at Amaroo Escape's sole discretion upon determination.

Damage, breakages, theft and losses are the responsibility of the person named in the Booking during their stay. In the event of major damages, a daily room tariff equal to the daily tariff that we would charge if the room was available to be let or any other rate that may be agreed to by the management in accordance with business demand on the day, until the said room has been returned to its saleable condition.

8. LIMITATIONS ON LIABILITY

To the fullest extent of the law (and to the extent permitted under Australian Consumer Law), the total liability of Amaroo Escape under or in connection with this Agreement in respect of all Claims (if any) is limited to the lesser of all amounts paid to Amaroo Escape, and all amounts paid or payable for the Booking, and in any event will never exceed the available proceeds of the professional indemnity and/or public liability insurance coverage of Amaroo Escape (as varied from time to time) or the fees paid to Amaroo Escape by the Guest, whichever is the lesser amount.

In no case shall Amaroo Escape and its affiliates, officers, employees, agents, contractors, or licensors be liable for any Consequential Loss arising from the Guest's use of, or reliance on the Property or Services, the Website and/or content or information (including regulatory or legislative) provided in the Property or in information brochures in the Property including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Services, even if advised of their possibility.

Further, nothing in this Agreement is intended to limit any Australian Consumer Law guarantees or warranties that may apply to the Services and that cannot be excluded.

9. DISPUTE RESOLUTION

In the event of any problem or complaint, you must inform Management at the earliest opportunity, so Management has the chance to rectify the situation as quickly and efficiently as possible. You agree to allow repair/service access to the property during reasonable hours. Any complaint or dispute which cannot be resolved locally must be notified in writing to Management specifying the nature of the dispute prior to departure from the property. Guests must not commence any court or other proceedings relating to a dispute unless they have first issued a written notice to the other party specifying the nature of the dispute. Failure to follow this procedure may hinder the ability of Management to rectify the problem or complaint and reduce or extinguish any claim you may have. If the dispute cannot be resolved through negotiation and mediation between the parties within twenty-one (21) days of the dispute arising, either party shall be free to pursue any right or remedy available to them under applicable law. Nothing in this agreement will prejudice the right of a party to institute proceedings to enforce payment due under this Agreement or to seek urgent injunctive or declaratory relief in respect of a dispute or any matter arising under this Agreement.

10. NOISE AND NEIGHBOURS POLICY

Please be respectful of other guests' privacy and enjoyment at all times. Amaroo Escape is intended for relaxation and the enjoyment of nature. You acknowledge that parties, functions and gatherings are strictly prohibited at Amaroo Escape without prior permission from management, and that a strict noise curfew operates between 10pm and 8am. Excessive noise, music and any other form of disturbance to other guests or neighbours is prohibited at all times and may result in eviction and termination of the Booking without refund. If a noise complaint is received; a first warning will be given. If a second complaint is received this will result in immediate eviction with no refund. Where Amaroo Escape staff, security guards or the police attends the Property to deal with noise complaints or excess Guests, or where a valid complaint has been received from other guests or neighbours during or after the Booking, the Guest will be charged a fine as per the **Schedule of Costs**. Evidence of a party or function found after the Guests have checked out shall result in an additional charge. Amaroo Escape is not liable for any disturbance, noise or inconvenience that the Guest may experience from neighbours of the Property or nearby renovation or building work.

11. THE PROPERTY AND OTHER RESPONSIBILITIES

The Guest agrees: (a) to comply with all applicable Rules and all instructions from Management and the caretakers of the Property concerning occupancy, property, health, safety and quiet enjoyment of the Property and any other Guests and neighbours (b) not to use the Property for any purpose other than the Approved Purpose as set out in this Agreement; (c) not to use the property for parties and gatherings without prior written permission; (d) not to take the UTVs any further toward the tents than the UTV shed; (e) not to wear high heel shoes inside the Property at any time; (f) not to smoke anywhere on the property, including inside or around tents and outdoor areas; (g) not to have pets on the Property under any circumstances; (h) children are not permitted on the Property; (i) to follow all government guidelines, law enforcement regulations and health authority regulations, as applicable during the Booking; (j) there is a maximum of two adults allowed inside or around each tent; (k) that before departure, all food must be removed from fridges, all rubbish put in the appropriate rubbish bins provided, and crockery and cutlery washed and packed away; (l) only Guests nominated and agreed in the Booking may stay in the Property otherwise extra charges may apply or the Agreement may be terminated without a refund; (m) under no circumstances are motorbikes, dirt bikes, quad bikes, use of firearms or air rifles, fireworks allowed on the Property premises; (n) to report any existing damage to the accommodation upon arrival and to report any damage which occurs during your stay; (o) to close, lock and secure all windows and doors upon checkout and when the Guest is not present at the property to maintain security and prevent rain and water damage; (p) all furniture must remain at all times in the position it is upon your arrival at the property, no furniture is to be moved from this position or around the property at any time; (q) nothing will be nailed, screwed, fixed, glued or taped to any part of the property or contents, including but not limited to walls, doors or surfaces; (r) use of the property for any criminal activity is prohibited and may result in fines or prosecutions. Additional charges will apply if any conditions are breached and deducted from your credit card. Fees will be charged as per the **Schedule of Costs**.

12. ASSUMPTION OF RISK

You agree to be responsible for any damage to the Property or equipment which you may cause due to negligence. You hereby waive and release, indemnify, hold harmless and forever discharge Amaroo Escape and its current and/or former agents, employees, officers, directors, affiliates, successors and trustees of and from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages, and liabilities, of every kind of nature, whether known or unknown, in law or equity, that you ever had or may have, arising from or in any way related to your usage of the fire pit, the barbecue, the river, the side x side UTV or any other activities, and/or your stay at Amaroo Escape, or any activities that you may have partaken in on or away from the premises and property of Amaroo Escape, provided that this waiver of liability does not apply to any acts of gross negligence, intentional or wilful misconduct.

You agree if at any time any weather conditions or other circumstances have occurred that may make usage of the river unsafe for any Guests, you will ensure that they immediately discontinue any usage. You understand that usage of the fire pit, the barbecue, the river or the Side x Side UTV may cause serious or grievous injuries, which may include drowning, burning, injury and/or death.

You assume all risk, and take full responsibility for personal injury, infection, illness (which may include but is not limited to contracting or spreading infectious disease such as COVID-19), personal injury, death by drowning or otherwise, damage or injury, including personal injury and death, damage, or loss of personal property, losses of any kind whatsoever arising out of, attributable to, caused by, or resulting from your booking and/or stay associated with Amaroo Escape, including but not limited to using the property or any part of it in any manner, form or fashion, and participating and/or engaging in any activities on and off the premises.

13. GENERAL

- Because of the surrounding mountains around the Coneac valley, mobile phone service can be limited. There is a USB port for mobile phone charging inside your tent, but you will not have mobile phone reception, a TV, or Wi-Fi to connect to the internet. Weather permitting you should be able to pick up a mobile phone signal at the main entrance of the property.
- We supply linen, pillows, blankets and towels including beach towels for your stay.
- The Property must be left in a clean and tidy condition.
- If the barbecue has been utilised please ensure it is thoroughly cleaned using the products provided. If left in a dirty condition a cleaning fee will be charged as per the **Schedule of Costs**.
- The speed limit on our property is 10km/h. Please respect this to minimise dust disturbance, for your own safety and the safety of other Guests and for the integrity of the road. Please watch out for animals and wildlife and drive to the conditions. Please ensure that all gates are closed as this is a working farm with livestock and animals. Please stay on the designated dirt/gravel roads and do not drive into paddocks or onto grassed areas to avoid damage to your vehicle and to our paddocks. In order to get to your accommodation, you will need to travel down approximately 300m of maintained dirt/gravel road. The road is 2WD accessible however caution needs to be maintained while driving this road. We do not accept any responsibility for any damage to vehicles. If you have any concerns about this, please feel free to get in contact with us.
- All Guests are required to sign a waiver before using the complimentary side x side UTV. This confirms that you are aware and understand the inherent risks associated with this activity. You are hereby warned and agree that entering Amaroo Escape, staying onsite and/or participating in any activities we provide are in inherently dangerous recreational activities pursuant to the Civil Liability Act 2002. If you choose to do so, you do so entirely at your own risk waiving all rights to claim for personal injuries including damages arising from the negligence of the proprietor and/or owner. Amaroo Escape reserves the right to cancel the use of UTVs for safety reasons or in the event of unsuitable weather, track conditions or other circumstances. We also reserve the right to stop any of our guests from continuing using the UTV if our safety instructions are not followed and/or if the guests or passengers behave in an unacceptable manner. Guests acknowledge that they are not permitted to operate an UTV while under the influence of, or in any way impaired by any drug (legal or illegal) or alcohol.
- Please be aware that in order to eliminate credit card fraud, it is a condition of making a booking with us that any credit card used for online or phone booking purposes needs to be presented for verification at the time you check in as well as matching photo ID.
- Prior to your stay you will be required to provide photo identification for the booking holder as well as a list of all names, ages, addresses and phone number of those who will be staying at the property.
- If any provision or part of this Agreement is void or unenforceable for any reason, then that provision or part will be severed from this Agreement and the rest of this Agreement shall be read as far as possible as if the severed provision or part had never existed.
- The parties agree that this Agreement is the entire agreement between Amaroo Escape and the Guest in respect of this arrangement and supersedes any other communication or understandings (whether written or oral) between Amaroo Escape and the Guest in that regard and any changes to this Agreement must be agreed in writing between Amaroo Escape and the Guest prior to the changes coming into effect.
- This Agreement is governed by the laws applicable in the state of New South Wales and the parties agree to irrevocably submit to the exclusive jurisdiction of the courts of that State.
- It is the Guests responsibility to ensure that any third parties engaged to provide services at the Property, including but not limited to caterers, beauticians and massage therapists, are informed of these terms and conditions, and hold appropriate Public Liability insurances. Amaroo Escape accepts no responsibility for any third-party services, including those which may have been recommended or referred by Amaroo Escape.
- All personal property left behind is the sole responsibility of the Guest who must either arrange payment for post or delivery or collect the item from the Property.

- The Guest acknowledges the Property may be visited by wildlife including, but not limited to insects, rodents, cockroaches, kangaroos, wombats, snakes, spiders and goannas, and agrees that Amaroo Escape is not responsible for the natural and surrounding habitat.
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- Amaroo Escape does not accept liability or loss caused by failure of equipment and/or services out of our control, including, but not limited to, water, electricity and gas. In the event of a failure, the Guest should notify management in the first instance. Any problems that arise during the rental period that do not constitute an emergency as determined by management, will be remedied at any time during or after the rental period, at the sole discretion of the management.
- Amaroo Escape reserves the right to enter the Property at any time, without notice, to protect and/or undertake maintenance of the Property. Amaroo Escape will give notice to the Guest wherever possible.
- Location hire for photo shoots and video shoots must be pre-approved in writing by management. No images including the property are to be used for marketing purposes unless pre-approved by Amaroo Escape in writing.
- Grass areas are strictly prohibited of parking vehicles.
- You acknowledge that Amaroo Escape will be treated with as much care as your own residence, and that it shall be left in the same condition as when you arrived.
- The manager and owner of Amaroo Escape and the property accept no liability for personal items stolen or damaged during occupancy. All personal belongings, baggage, vehicles and other property of the Guest of any description shall be the risk of the Guest at all times. Amaroo Escape accepts no responsibility for any loss or damage thereto.
- The guest acknowledges that Amaroo Escape has used its best endeavours to describe the Property to the Guest within the limited extent of the communications between the Guest and Amaroo Escape and shall not be liable to the Guest in any respect and we take no responsibility for any inaccuracy or mis-description contained within the website.
- Guests and visitors must be aware that Amaroo Escape is situated in a bush fire risk area and must abide by all fire rules and restrictions put in place by local authorities. A bush fire refuge is located as the property in the event of a bush fire emergency. Lighting of fires, apart from the fire pit located within the accommodation area is not permitted at any time.
- Only registered guests are allowed on the property and visitors are not permitted. At no time during the Guests Booking shall the number of Guests staying exceed the number booked.
- A 1.5% surcharge applies to credit card transactions. Where you use a credit card, you warrant that you have the necessary rights and authority to use that credit card. You authorise us to automatically charge the credit card on file for any and all payment balances owed and agree to keep all billing information current at all times.
- Accommodation provided is strictly for guests only and visitors are not permitted.

14. SOCIAL MEDIA AND REVIEWS

We always appreciate interaction on our social media channels and feedback about our Site, products and services, as it helps us to improve our Site and our products and services. Through the use of this Site, you may be invited to submit a review, you can also comment on other parts of our Site or interact with us via our social media channels. We encourage our Guests to tag **@amarooescape** when posting during their stay at the Property. Where you do decide to submit such feedback or comments, you represent and warrant that (a) you are the sole author and owner of the intellectual property and any other rights in that content or have the right to use that content with appropriate consents and permissions) (b) give us permission to post or otherwise use that feedback on our social media or other channels and (c) you waive any and all existing and future moral rights (as defined in the Copyright Act 1968 (Cth) in the content you provide us; (d) the content does not violate these Terms; and (e) you are at least 18 years old. We reserve the right to remove a review or comment if such review or comment contains (a) libellous or otherwise unlawful, abusive or obscene material; (b) attacks our employees or another contributor; (c) contains material that discloses your personal information; or (d) is unrelated to the post or content to which you have reviewed or commented on. In the event you experience any issues or problems during your stay, you agree to give Amaroo Escape the opportunity to rectify the situation prior to leaving negative reviews that may be published in the public domain, and which may be damaging to our reputation. Guests agree that upon leaving a review they consider the regulations regarding false statements under the Competition and Consumer Act 2010 (NSW), and pursuant to the Defamation Act 2005(NSW), which allows for anyone who has had damaging material published about them or which may cause injury to their business, to take legal action against authors. Our Site and social media channels may feature user reviews of the products and/or services as well as blogs by guest bloggers, these reviews and content of the guest blogs in no way represent the views or opinions of the owners, shareholders, employees or others, but are the sole product of its creator. We disclaim all liability with respect to any content submitted by the user or guest blogger.

SCHEDULE OF COSTS - ITEM/AMOUNT/TERMS

SECURITY BOND - \$250 - see clause 6.

LATE CHECKOUT - \$50 PER HOUR - a late checkout will result in a charge if not pre-arranged.

LOST KEY/CALL OUT FEE FOR RE-ENTRY - \$110 CALL OUT FEE + COST OF REPLACEMENT LOCK - a service fee applies if a set of duplicate keys are required by a Guest. Guests must not break into, or attempt to break into, premises when locked out. Keys should be returned as per instructions provided. 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,

LINEN – COST TO REPLACE - where linen has been soiled or damaged such that it may not be restored to its original condition with standard cleaning.

PLUMBING/ELECTRICITY – COST OF INVOICE - where it is determined that the Guest has caused a plumbing or electricity issue that requires a tradesperson.

CALL OUT FEE FOR TRADESPERSON TO FIX AN ISSUE – COST OF INVOICE - where a tradesperson be called to the Property and the issue is deemed to be caused by a Guest, equipment owned by a Guest or because a Guest has not followed instructions.

CALL OUT FEE - \$150 - where Amaroo Escape or any member of the Amaroo Escape team be called to the Property and the issue is deemed to be caused by the Guest, equipment owned by the Guest or because the Guest has not followed instructions.

CREDIBLE NOISE COMPLAINT BY NEIGHBOUR AND/OR OTHER GUESTS - \$500 PER OFFENCE - failure to abide by the Noise and Neighbours Policy in clause 10.

POLICE/SECURITY CALLED TO PROPERTY - \$500 PER OFFENCE - failure to abide by clause 10 or in other instances where police or security attends the Property.

REPAIR/REPLACEMENT IF THERE IS DAMAGE TO THE PROPERTY – COST TO REPAIR/REPLACE - where any item (electronic or not) within the Property or part of the Property has been maliciously, deliberately or negligently damaged by the Guest.

STEAM CLEANING OF FURNISHINGS,RUGS, LINEN ETC – COST TO CLEAN AND COST TO REPAIR OR REPLACE - where the rugs, furnishings or linen within the Property has been soiled or damaged to the extent that may require extensive cleaning or where there is evidence of pets having been in the Property.

EVIDENCE OF SMOKING - \$250 + ANY ADDITIONAL CLEANING COSTS - where there is evidence of smoking anywhere within the Property, such as traces of residual smoke.

CLEANING OF PROPERTY WHERE LEFT IN EXTREMELY DIRTY CONDITIONS – COST TO CLEAN - where any part of the property has been left in dirty conditions.

CLEANING OF BARBECUE / COOKING FACILITIES WHERE LEFT IN EXTREMELY DIRTY CONDITIONS – \$150 FEE + COST TO CLEAN - where any part of the property has been left in dirty conditions.

SPORTS & LEISURE EQUIPMENT –COST TO REPAIR/REPLACE - any damage or loss to goods belonging to Amaroo Escape will equate to the cost of repair or replacement.