

The Deck Retreat – Terms and conditions

1. Introduction and definitions

- 1.1 It is important that you understand your rights and obligations as a consumer and the particular terms and conditions of booking accommodation at The Deck Retreat. **It is important that you understand the terms and conditions before you confirm the booking as these terms and conditions apply to all confirmed bookings received for The Deck Retreat.** If you are unclear as to any of your rights and obligations under the terms and conditions of booking at The Deck Retreat, you should seek legal advice.
- 1.2 As a provider of accommodation services we have certain obligations in providing these services to you under Australian Consumer Legislation. We guarantee to use an acceptable level of skill and technical knowledge when providing accommodation services, and take all necessary care to avoid loss or damage.
- 1.3 We also guarantee that our accommodations services will be reasonably fit for holiday accommodation and are of an acceptable standard.
- 1.4 Where a booking is made through a third party website such as HomeAway, AirBnB or TripAdvisor, additional terms and conditions may apply to those which appear below. These terms and conditions may relate to when payments are to be made, the quantum, and cancellation policies. Where there is a conflict between The Deck Retreat's terms and conditions and that of the third party's website, the terms and conditions that will apply are those of the third party website. Where such third party websites have been engaged by the booking party, its terms and conditions bind the booking party.
- 1.5 In this document, some words have special meanings as follows:
 - 1.5.1 *Booking party* includes the person or persons who has or have made the initial booking, paid the deposit, paid the balance of the confirmed booking and / or who act as a point of contact for the confirmed booking.
 - 1.5.2 *Confirmed booking* means that the deposit has been received by the booking agent, and the booking agent confirms the booking with the booking party. It also means that the booking party accepts to be bound by the terms and conditions by booking with and staying at The Deck Retreat, including any third party website terms and conditions.
 - 1.5.3 *Deposit* means 20% of the total value of accommodation, whatever the rate is at the time of booking.
 - 1.5.4 *Guest/s* means the person/s who stay overnight at The Deck Retreat during the booking.
 - 1.5.5 *The property* means the house and surrounding grounds situated at 555 Launceston Road Dundee and may be referred to as The Deck Retreat.
 - 1.5.6 *The Deck Retreat* means everything located on and at 555 Launceston Road Dundee.
 - 1.5.7 *Visitor* means a person the booking party and /or a guest permits to visit the property during the Booking.
 - 1.1.1 *We and us* mean The Deck Retreat, its agents and owners.

2. How bookings made are made

- 2.1 Bookings for accommodation at The Deck Retreat can be made by contacting the booking agent directly by telephone, email, via the website www.thedeckretreat.com or any other electronic means or through a third party's website or booking facility.
- 2.2 Bookings made through a third party's booking facility may or may not incur costs such as a booking fee, credit card fee and cancellation fee. Any costs incurred by the booking party as a result of the use of a third party's facility is the responsibility of the booking party. The Deck Retreat does not accept any liability for any additional costs incurred as a result of the booking party utilising a third party to make the booking.
- 2.3 A booking made directly with The Deck Retreat (not through a third party website) is not a "confirmed booking" until a non-refundable deposit being 20% of the total value of accommodation (the deposit) has been received by the booking agent, and the booking agent confirms the booking with the booking party. This non-refundable deposit must be received within 7 days of the booking. If the deposit is not received by that time, the booking request will be cancelled and the property will be made available for re-letting.

3. Payments

- 3.1 Payments of the amount due must be received in Australian dollars net of any bank or other transaction charges.
- 3.2 Payments are to be made either by credit card (if available and a credit card surcharge may apply) or by direct credit to the bank account nominated by the booking agent.
- 3.3 The balance of the accommodation value must be received in full by the booking agent not less than 2 weeks before the confirmed booking commences. Where a booking is made for dates less than 2 weeks from the booking date, full payment for the accommodation value must be made immediately to confirm the booking.
- 3.4 Failure to comply with this term "Payments" will result in the confirmed booking being treated as if the booking party has totally cancelled the confirmed booking in writing with 2 weeks' written notice and the relevant cancellation fees will apply.

4. Security Deposit

- 4.1 In addition to the cost of accommodation and optional extras, a security deposit of \$300.00 is payable not less than 2 weeks before the confirmed booking commences.
- 4.2 An amount from the security deposit equal to any damages or costs incurred by The Deck Retreat as a result of the booking party, their guests' or visitor's breach of any of these terms and conditions, will be deducted before being refunded. Amounts for additional Internet usage above that which is permitted under clause 14 will also be deducted from the security deposit.
- 4.3 The security deposit, less any amounts referred to in clause 4.2, will be returned to the booking party within 7 days of the completed stay.

5. Inclusions

- 5.1 The price charged per night may vary from time to time. This price will include the provision of appropriate numbers and supplies of the following items for the number of guests confirmed as staying:
 - 5.1.1 Bedroom and bathroom linen;
 - 5.1.2 Toilet paper;
 - 5.1.3 Cutlery, crockery, cooking equipment and utensils;
 - 5.1.4 Tea, coffee & sugar;
 - 5.1.5 Salt, pepper, and cooking oil;
 - 5.1.6 General household cleaning aids; and
 - 5.1.7 Internet access with 2GB of data (upload and download) per calendar day.
- 5.2 Pool towels are not included in the price and can be provided for an additional charge.

6. Exclusions

- 6.1 The price charged per night does not include the supply of:
 - 6.1.1 Personal toiletries and hygiene items;
 - 6.1.2 Medicines or medical equipment for the treatment of any specific medical condition;
 - 6.1.3 Food; or
 - 6.1.4 Alcohol.

7. Minimum number of nights

- 7.1 Bookings of less than 2 nights' accommodation may not be confirmed. In the case of long weekends, meaning weekends consisting of 3 or more consecutive days, a minimum booking of 3 nights is required. Bookings of fewer than 3 nights over long weekends may be confirmed at the sole discretion of The Deck Retreat.

8. Maximum number of guests

- 8.1 The Deck Retreat sleeps up to a maximum of 10 guests. The advertised price per night includes up to 6 guests. Extra charges apply for each additional guest. These charges may vary from time to time. These charges can be located on The Deck Retreat website.
- 8.2 The number of guests must not exceed the number stated on the Confirmation Notice or the number subsequently agreed in writing. Charges will apply for additional guests not agreed to in advance with the booking agent.

9. Check-in and check-out times

- 9.1 Check-in means the earliest time you are permitted to lawfully enter the grounds and / or accommodation that constitutes The Deck Retreat. Check-in time is 3.00pm NT time.
- 9.2 Check-out means the latest time you are permitted to lawfully remain on the grounds and / or in the accommodation that constitutes The Deck Retreat. Check-out time is 10.00am NT time.
- 9.3 Requests to extend either the check-in or check-out time should be made directly to the booking agent and a response to your request will be provided in writing. Earlier check-in and later check-out times may be granted at the sole discretion of The Deck Retreat.

10. Property condition – entry

- 10.1 We guarantee that our accommodations services will be reasonably fit for holiday accommodation and are of an acceptable standard.

- 10.2 One set of keys will be provided to the booking party or other person as pre-arranged. This will consist of 3 keys – a key to the front door of the premises, a key to the rear door of the premises, and key to the pool gate. A key to the padlock for the main electricity fuse box is located in the master bedroom.

11. Property condition – exit

- 11.1 It is the responsibility of the booking party to ensure that when the property is vacated by them and their guests, it is to be left in a secured state (all doors are to be locked) and all keys to the property are returned.

- 11.2 All keys must be returned. In the event a key to the doors of the premises is not returned at check-out, the booking party will be liable for the full cost to replace, including installation, the lock barrel and keys. In the event the key to the pool gate is not returned at check-out, the booking party will be liable for the cost of a replacement key. In the event the key to the main electricity fuse box is not returned at check-out, the booking party will be liable for the cost of a replacement padlock and keys.

- 11.3 All furniture and furnishings must be left in the position they were upon arrival.

- 11.4 All food must be removed from fridges, all rubbish put in the appropriate rubbish bins provided, and crockery and cutlery, pots and pans cleaned, dried and packed away.

- 11.5 The property must be left in a clean and tidy condition. Unreasonable untidiness and dirtiness will result in the imposition of an additional cleaning fee. This fee will be based on the additional time taken to remedy the unreasonable untidiness and dirtiness. Unreasonable untidiness and dirtiness includes but is not limited to furniture or furnishings not left in the original position, more beds apparently used than the number of guests in the confirmed booking, dirty dishes being left, any linen with urine, faeces, vomit or blood, and rubbish not properly disposed of including cigarette butts.

12. Property damage and loss

- 12.1 It is the responsibility of the booking party to ensure that any damage, breakages, theft or loss to or of the property, including fixtures, fittings and chattels, is to be reported to the booking agent at the earliest available opportunity.

- 12.2 The booking party is responsible for ensuring reasonable actions are taken to mitigate any further damage or loss to, or of the property.

- 12.3 The booking party will be held liable for any malicious damage to the property and / or the chattels on or at the property that occurs during their booking.

- 12.4 The Deck Retreat, its agents and owners will not be liable for any damage to, loss or theft of any property of the booking party, guests or their visitors.

13. Unclaimed items

- 13.1 All items brought to The Deck Retreat by guests should be removed by the booking party upon checking-out.
- 13.2 Security of items left behind at The Deck Retreat is not, and cannot be guaranteed.
- 13.3 Where items not belonging to The Deck Retreat are identified, attempts to identify the booking party responsible for those items will be made. Where the booking party is identified, reasonable arrangements for the collection of those items will be made. The booking party is responsible for all costs incurred in having the items returned to them.
- 13.4 Where a left behind item has not been claimed within 14 days of its discovery, The Deck Retreat will arrange for its disposal. Disposal may include taking the item to the local refuse site or donating to a charity opportunity shop.

14. Internet Policy

- 14.1 An Internet service is made available to the booking party and their guests at the sole discretion of The Deck Retreat. So that future booking parties and their guests can have access to the Internet service, it is necessary to have a policy about its responsible and fair use.
- 14.2 The Internet service is via NBN satellite and on a limited plan. Where Internet usage has reached the monthly data quota, the connection will be slowed to a maximum of 128kbps download / 128kbps upload for the remainder of the period.
- 14.3 Internet availability, upload and download speeds will vary and can be affected by the weather, volume of traffic on the general Internet, the number of users online at the premises, the equipment, software, and the source of your upload / download.
- 14.4 The Internet service cannot operate without both the NBN device and TP-Link modem being physically connected and powered on.
- 14.5 The first 2GB of data used in a calendar day (upload & download) will be provided to the booking party at no charge;
- 14.6 Any data usage (upload & download) above 2GB per calendar day will be charged at 50 cents per 100MB or part thereof (upload & download);
- 14.7 Charges for additional data usage above the free 2GB per calendar day will be deducted from the security deposit. Where additional data usage fees are deducted from the security deposit, data usage statistics will be provided by The Deck Retreat to the booking party after the conclusion of the booking.
- 14.8 The Internet service is made available on the following basis:
 - 14.8.1 The booking party chooses whether or not to utilise the Internet service;
 - 14.8.2 There is no guarantee of Internet service availability, reliability or speed;
 - 14.8.3 The Internet service is made available for accessing emails, social media, general Internet browsing, and Telstra Wi-Fi calling. It excludes downloading from or

- uploading to, high data consumption streaming services such as Netflix, Stan and YouTube or online gaming;
- 14.8.4 The booking party and their guests adjust their settings on their devices to manage data usage;
- 14.8.5 The Internet service will not be used in a manner that breaches any law of the Northern Territory of Australia or Commonwealth of Australia;
- 14.8.6 Any data usage (upload & download) deemed excessive may result in the availability of the Internet service being suspended or terminated without notice by The Deck Retreat; and
- 14.8.7 The booking party is responsible for the Internet usage for the duration of their booking.

15. Pool

- 15.1 The pool is for the sole use of the booking party, guests and their visitors.
- 15.2 Although there is no legal requirement for the pool to be fenced, there is a fully compliant fence and lockable gate in place. A key to the pool gate will be provided to the booking party upon check-in. Even though the pool is securely fenced, there is no substitute for active and competent adult supervision of children.
- 15.3 Items consisting of or containing any kind of glass or metal are strictly prohibited from being taken into or used in the pool.
- 15.4 Animals are strictly prohibited from entering and using the pool.
- 15.5 The booking party will be held liable for any damage to the pool facilities, including filtration equipment, fence, gate or shade sail as a consequence of improper use of the facility. Improper use of the facility includes but is not limited to, interfering with the filtration equipment, standing on or jumping off the sides of the pool, climbing or hanging on any part of the fence, gate, or shade sail taking into or using any objects in the pool that are not designed for pool use including items containing glass or metal of any description, and permitting animals in the pool.
- 15.6 The Deck Retreat, its agents and owners, accept no liability for any use of the pool facilities including the surrounding fence, gate, shade sail, where it results in any illness, injury, harm or death to any person or animal. Nor does The Deck Retreat, its agents or owners, accept any liability for any damage or loss to any property as a consequence of using the pool facilities, including the surrounding fence and gate.

16. Parties and functions

- 16.1 Parties and functions require prior approval at the time of booking and special conditions will apply including extra charges for cleaning. The booking party and guests are responsible for visitors, no disturbance of neighbours, no undue noise, no behaviour likely to cause damage or loss to property, or offence or embarrassment to others.
- 16.2 Other conditions may apply. Any other conditions that apply will be provided to the booking party in writing prior to the commencement of their stay and will form part of the terms and conditions of staying at The Deck Retreat.

16.3 Breach of this clause may result in immediate eviction without any refund plus extra charges for, but not limited to, security, cleaning, garbage removal, excessive wear and tear, and repairs.

17. Smoking policy (including E-cigarettes)

17.1 Smoking is NOT permitted at any time anywhere inside the house or on the verandah of the house. This includes the use of E-cigarettes. Smoking is permitted outside these areas and all rubbish is to be properly disposed of in the bins provided, ensuring that the smoking implement is fully extinguished.

18. Fire & fire safety

18.1 A fire-pit is located at The Deck Retreat. Any fire that is lit, is only permitted to be lit and contained within the fire-pit.

18.2 The fire-pit can be only be used when there is no declared fire ban. It is the responsibility of the booking party to confirm whether or not a fire ban is in place.

18.3 Fireworks are not permitted to be used in, on or at any part of the property at any time.

18.4 Fire blankets are located next to the BBQ and on the kitchen wall adjacent to the pantry. A fire extinguisher is located in the cupboard below the fire blanket in the kitchen.

19. Pets

19.1 Pets are not permitted to stay at The Deck Retreat.

19.2 Breach of this condition will result in forfeiture of \$100.00 of the security deposit to allow for inspection of the property, outdoors and indoors, for vermin and additional cleaning.

20. Your other responsibilities

20.1 Disturbance to neighbours, including excessive noise, is prohibited and may result in eviction without refund and extra charges may be claimed for security and other expenses.

20.2 Illegal items, including dangerous drugs, are not permitted at, on or in the property at any time.

20.3 Firearms are not permitted at, on or in the property at any time.

21. Change and cancellation policy

21.1 As soon as the non-refundable deposit has been made & the booking has been confirmed in writing by the booking agent, it becomes a "confirmed booking". Any changes to confirmed bookings, whether this involves a cancellation or not, must be communicated immediately in writing and addressed to the booking agent. This is to protect you as the consumer and us as the accommodation provider. Contact details for your booking agent are included in your booking confirmation email.

21.2 If you cancel a confirmed booking due to events beyond your control and it is *impossible* to fulfil the original agreement, this is referred to as a "frustrated contract".

- 21.3 A contract is not frustrated if your circumstances have changed and it is merely inconvenient, difficult or expensive for you, the booking party, and / or guests to continue with your confirmed booking.
- 21.4 Changes by a booking party to a confirmed booking may or may not incur a fee. Changes to confirmed bookings may not incur any fees for example, increasing the number of nights of the confirmed booking.
- 21.5 Partial cancellations
 - 21.5.1 A partial cancellation of a confirmed booking means that the number of nights for the confirmed booking have been reduced by the booking party;
 - 21.5.2 A partial cancellation of a confirmed booking resulting in the minimum number of nights being breached, will result in total cancellation of the confirmed booking and the non-refundable deposit being forfeited;
 - 21.5.3 Partial cancellations of a confirmed booking which are communicated in writing to the booking agent with less than 2 weeks' written notice from the commencement of the booking, will result in the cancelled accommodation value being forfeited; and
 - 21.5.4 Once a confirmed booking has commenced, the booking party and / or their guests are not entitled to cancel any part of the confirmed booking without incurring a fee. That fee is the equivalent of the total accommodation value of the cancelled or remaining nights of the confirmed booking.
- 21.6 Total cancellations
 - 21.6.1 A total cancellation of a confirmed booking which is communicated in writing to the booking agent with less than 2 weeks' written notice from the commencement of the booking, will result in the entire accommodation value of the confirmed booking being forfeited; and
 - 21.6.2 A total cancellation of a confirmed booking which is communicated in writing to the booking agent with 2 weeks' or more written notice from the commencement of the booking, will result in the forfeiture of the non-refundable deposit.
- 21.7 Any amounts properly refundable to the booking party will be made by us within 7 business days of receiving written notice of the booking party's intention to cancel all or part of the confirmed booking.
- 21.8 Changes (including cancellations) to a confirmed booking by a booking party through a third party website may attract change or cancellation fees. These fees are solely the responsibility of the booking party. The booking party is bound by the terms and conditions that apply when booking through the third party website.

22. Postponing your stay

- 22.1 You, the booking party and / or your guests, may wish to postpone your confirmed booking at The Deck Retreat. Special terms and conditions apply in these cases as follows.
- 22.2 Where the booking party communicates in writing to the booking agent their intention to postpone a confirmed booking, and the proposed new booking dates does not include any dates of the confirmed booking, the non-refundable deposit will be forfeited. A new booking request will need to be made.

- 22.3 Where a postponement communication is received in writing from the booking party by the booking agent but the booking party has not provided alternative dates, this will be treated as a total cancellation of the confirmed booking by the booking party and standard cancellation terms and conditions will apply.
- 22.4 Only one postponement will be accepted. A subsequent postponement will be treated as a total cancellation of the second confirmed booking and standard cancellation terms and conditions will apply.
- 22.5 The nightly rate at which the original booking was confirmed is not guaranteed and may or may not be the same at the later proposed date. Where a higher nightly rate applies to the new booking dates, in order to confirm the booking, the difference in total accommodation value must be received within 2 business days in order to confirm the booking.
- 22.6 Changes (including a postponement) to a confirmed booking by a booking party through a third party website may attract change or cancellation fees. These fees are solely the responsibility of the booking party. The booking party is bound by the terms and conditions that apply when booking through the third party website.

23. Cancellation because of a natural disaster

- 23.1 A crisis such as a bushfire, cyclone or interruption to essential services such as electricity and water supply may lead to circumstances that make it unsafe for either you as the consumer or us as the service provider to fulfil the contract. We are both released from the contract if in crisis:
 - the accommodation has been destroyed;
 - essential services have been disconnected from the accommodation;
 - access roads to the accommodation have been closed; or
 - authorities have advised that the area where the accommodation is located is not safe to enter.
- 23.2 Neither the booking party nor The Deck Retreat are released from the contract simply because a natural disaster has been declared.

24. Cancellation because of bad weather

- 24.1 You are not entitled to claim a full refund of monies paid because you have decided to cancel or postpone your confirmed booking due to poor or less-than-ideal weather.

25. Cancellation by us

- 25.1 There may be occasions where it is necessary for us to either cancel or postpone your confirmed booking. We will contact you at the earliest opportunity we become aware of the need to either cancel or postpone your confirmed booking.
- 25.2 Where your confirmed booking has been cancelled by us due to a crisis for example, because the accommodation has been destroyed, access roads have been closed, authorities have advised that the area is not safe to enter, or essential services such as electricity and water supply have been disconnected, irrespective of the length of time notice given, we will refund any monies paid by you less a \$50 booking and administrative fee. The Deck Retreat, its agents and owners are not liable for any loss or expenses incurred by the booking party and / or any of their guests due to or in connection with a cancellation by us.

- 25.3 Where your confirmed booking has been cancelled by us due to any other reason other than a crisis, we undertake to make all reasonable efforts to find alternative and comparable accommodation for the booking party and / or their guests. However, where we are unable to find alternative and comparable accommodation, we will not be liable for any loss or expenses incurred by the booking party and / or any of their guests due to or in connection with a cancellation by us.
- 25.4 Where alternative and comparable accommodation is found by us for the booking party and / or their guests, any additional expenses in order for that accommodation to be taken up are that of the booking party. We will not be liable for any additional expenses in these circumstances.

26. Problems or complaints

- 26.1 In the case of any problem or complaint, you must inform the booking agent at the earliest opportunity so they have the chance to rectify the situation as quickly and efficiently as possible. You must allow repair/service access to the property during reasonable hours.
- 26.2 Any complaint, which cannot be resolved locally, must be notified in writing to the booking agent prior to departure from the property.
- 26.3 Failure to follow this procedure may hinder the ability of the booking agent to rectify the problem or complaint, and may reduce or extinguish any claim you may have.

27. Non-compliance with the terms and conditions

- 27.1 We reserve the right to cancel your confirmed booking at any time before its commencement, and provide you with a full refund but no compensation, where we become aware of your failure to comply with or, suspected non-compliance of any of the aforementioned terms and conditions.
- 27.2 We reserve the right to withdraw our authority for you and / or any of your guests to remain on any part of The Deck Retreat once your confirmed booking has commenced where we become aware of your or your guests' failure to comply with any of the aforementioned terms and conditions considered "major". Where we withdraw our authority for you and / or any of your guests to remain on any part of The Deck Retreat, you and / or your guests will be required to vacate the property within 1 hour of being notified of the withdrawal of authority and you will not be entitled to any refund.
- 27.3 A "major" term and condition means everything contained within the following terms and conditions:
 - Paragraph 7 – Maximum number of guests
 - Paragraph 12 – Property damage and loss
 - Paragraph 13 – Pool
 - Paragraph 14 – Parties & functions
 - Paragraph 15 – Smoking policy (including E-cigarettes)
 - Paragraph 16 – Fire & fire safety
 - Paragraph 17 – Pets
 - Paragraph 18 – Your other responsibilities

28. Variation to these Terms and Conditions

- 28.1 These Terms and Conditions may be varied by The Deck Retreat at any time.
- 28.2 Any variation to these Terms and Conditions will be communicated to the booking party in writing.

29. Travel insurance

- 29.1 Because life can be full of unexpected events, it is recommended that you purchase a travel insurance policy suitable to your needs. We are not a travel insurance provider nor do we make recommendations as to appropriate cover or any specific insurer.

30. If you are unclear, seek legal advice

- 30.1 If you are unclear as to any of your rights and obligations under the terms and conditions of booking and staying at The Deck Retreat, you should seek legal advice.
- 30.2 You may also obtain further information about your rights and obligations as a consumer from Northern Territory Consumer Affairs. Contact details appear below:

PO Box 40946
Casuarina NT 0811
Telephone: 1800 019 319
[Northern Territory: Consumer Affairs website](#)