

## Red Rattler Retreat - Windeyer

### Terms and Conditions

Most of all, we want you to enjoy your stay with us and appreciate the thought and effort we have put into our Red Rattler renovation and accommodation. We hope that your first visit will not be your last and that you, your family and friends, will join us again and create many great memories at our property.

Below are the necessary Terms and Conditions to protect our Property. Please contact us directly if there is something you do not understand or wish to query.

By booking a stay at Red Rattler Retreat you are automatically agreeing to accept, without limitation, all the following terms and conditions of entry to our Property and accommodation

#### **DEFINITIONS**

*"Booking" means the period for which you have paid to stay at Red Rattler Train Carriage (Property).*

*"Property" means Red Rattler Retreat and all its fixtures, fittings and equipment and the land on which the accommodation sits.*

*"Owners" means the owners of the Property.*

*"Guests" means the persons who stays on the Property during the Booking period.*

All bookings made are subject to these terms and conditions and the person making booking is deemed to have accepted these terms and conditions on behalf of the individuals staying at Red Rattler Retreat.

Red Rattler Retreat has the right to change or update these terms and conditions without prior notice by posting amended terms on our website or via our social media.

#### **Check In/Check Out**

Check In: From 2pm

Check Out: By 10am

A pin number to the key lock box will be issued to you prior to your stay, after online booking is completed and approved.

Variation to these times may be available upon prior request. Please enquire *before* making your booking.

#### **Bookings**

The Red Rattler Retreat is an adult only accommodation, with 3 queen size bedrooms, sleeping up to 6 people. Each room has its own reverse cycle air conditioner, plus another in the living area.

A welcome email and additional information will be sent to your email address a couple of days prior to your arrival

Red Rattler Retreat is for a maximum of 6 people (including adults and children), with bedding space only for this number. By paying and confirming for your booking, you are agreeing that under no circumstances, will additional guests be brought back to the Property.

Red Rattler Retreat reserves the right to request additional guests who have been brought on to the Property to leave immediately; and in extreme circumstances booked guests who have brought additional guests may be evicted from the Property without a refund.

## **Safety Awareness**

The Red Rattler Retreat is located on a rural Property. You acknowledge that you are aware of the risks entailed in the remote, natural, rural environment (including but not limited to wildlife including spiders, wombats, and wombat holes, snakes and lizards and uncontrollable environmental factors such as hot temperatures, cold temperatures, windy conditions, unexpected bushfires and subsequent smoke, snow and icy conditions, rain, hail, thunder and lightning, trip and slippery hazards found in the natural environment). Please note that owing the fact that some risks are heightened by the low-light environment at night, outdoor night-time activities are purely reserved for the benefit of BBQ'ing and enjoying the Silo Bar.

## **Pets: Dogs may be welcomed, upon application**

Approved dogs will be allowed to stay with their family at The Red Rattler retreat. Dogs are not allowed on the furniture or bedding and evidence of such will result in an additional cleaning fee.

Please note, if you bring your pet, you must clean up after them.

When walking them on the neighbouring Red rattler Bush Block, we recommend you keep them with you at all times to protect native wild life and your dogs from any encounters with venomous creatures.

Dogs are not to be left unattended on the property under any circumstances.

## **Smoking and Fires**

Strictly no smoking is permitted anywhere on the Property and or in the Carriage. Any evidence of smoking will incur a minimum \$250 cleaning surcharge.

Any inappropriate use of fire outside of designated firepits and/or inappropriate disposal of charcoal or burnt matter can attract additional cleaning surcharge of a minimum \$250 and a referral to the authorities for negligent behaviour.

## **Damages**

Any damages, loss or expense incurred by management as a result of your stay will be charged against the credit card used during the online check-in. This includes those that exceed the limit of pre-authorisation if the costs incurred exceed the pre-authorisation. Examples of this include, but are not limited to any breakage, damage or excess cleaning requirements or extra guests beyond those declared.

You agree to leave the site and the Red Rattler Retreat in the condition it was on arrival and that you will report any damages which have occurred during your stay.

## **Vehicles**

Red Rattler Retreat is accessible by an all-tar road, ensuring that you do not usually need a 4WD to access the property.

There is undercover carport parking for 2 – 3 vehicles and adequate space for more vehicles on the property. Please note Red Rattler Retreat does not take responsibility for any damage that may be caused to vehicles on the property

## **Fire Pit**

Outdoor fires must only be utilised in the designated fire pit area near the Red Rattler Train Carriage ONLY and are subject to suitable weather conditions, fire bans, regulations and any compliance directions given by Management, or local or State authorities.

During the months of December to March (or as advised by the NSW Fire Service), and any other days where Fire Danger is deemed high, the outdoor firepits cannot be used. Disobeying these rules may incur fines, eviction, and prosecution by the relative authorities.

Some wood for your fire has been supplied and kindling or additional wood may be purchased or collected from the neighbouring Red Rattler Bush Block. Please be aware of local wildlife and wear covered shoes and appropriate clothing at all times.

## **Parties or functions**

Under no circumstances are parties or functions allowed on the Property.

Breach of this condition will result in immediate termination and eviction without refund.

Additionally, the guests will be charged for security/law enforcement call out, cleaning and garbage removal as well as any damages that occur and subsequent repairs to the Property or surrounding land/landscape.

Music is to be kept at a reasonable level in respect for your rural location and Windeyer residents.

## **Late Departure**

Late departure is subject to prior arrangement and availability an extra charge may apply.

At time of departure all food must be removed from fridges and along with rubbish, be placed in appropriate bins provided.

Used crockery and cutlery must be cleaned and returned to its original position and the Property must be left in a clean and tidy condition.

All furniture and furnishings must be left in the position they were in when you arrived.

The Property should be vacated on time and secured. All windows to be closed and doors to be locked. Keys are to be returned to the lock box as you leave the Property.

## **Keys**

You are responsible for the safekeeping and replacement of accommodation keys into the lock box. Should a key be lost, you must report it to the Management immediately.

## **BBQ**

If you have utilised the BBQ please ensure it is thoroughly cleaned using the approved eco-friendly products provided. If the BBQ is found to have been left in an unclean manner, a \$50 cleaning fee will be applied.

## **Linen and Towels**

All Linen and Towels are supplied once, for the duration of your stay. There will not be replacement linen or additional towels provided. Please note all linen must be left on the premises at the end of your stay. Any missing items will be charged against your credit card.

## **Off Road Vehicle/s and Motorbike/Quadbikes**

Strictly no driving or riding of off-road vehicles, bikes or activities are permitted on the Property. This includes but is not limited to 4WD, ATV, Motorbikes, Quad bikes, and Dirt bikes owing to insurance and damages to the Property.

Upon any breaches of this policy, you may be asked to leave the Property immediately without a refund of monies. You will also be liable for any other damages to the Property or expenses incurred in the respect of other guests' complaints.

Guests will be liable for any additional damage to Property or livestock caused by disobeying this policy. Use of unauthorised vehicles/bikes and such activities may include liability for any biosecurity concerns that are raised by taking vehicles of any nature off the designated road.

### **Hunting or shooting**

Strictly no hunting or shooting of any form are permitted on our Property. Any breach of this policy will see you asked to leave the Property immediately without a refund of monies. People in breach of this policy may also be referred to the authorities for negligent behaviour.

### **Water Use**

**The Red Rattler Retreat runs only on tank water.** Timely showers are a must as is considered use of washing up water and laundry. Excessive use of water may result in you running out and fees may be applied to pay for additional water cartage to meet the needs of subsequent guests.

### **Toilets**

The Red Rattler Retreat toilet and water waste are managed by a septic system only. Please note **ONLY** toilet paper and bodily waste is to be flushed down the toilet. Sanitary items, cotton buds, balls or wipes, tissues and wipes of any kind are to be wrapped thrown in your rubbish.

Issues caused to the septic through negligence to the above terms may see additional fees incurred by the guests for pumping out or maintenance of the septic tank.

### **Problems or Complaints**

In the case of any arising problems or complaints, you must inform Management at the earliest opportunity, so Management has the chance to rectify the situation as quickly and efficiently as possible. For damages, you must allow repair/service access to the Property during reasonable hours.

### **Surrounding Neighbouring Properties and Guests**

Under no circumstances are you allowed to cross any boundary fences to enter neighbouring properties. Doing so may result in prosecution under trespassing and/or biosecurity laws.

*These terms and conditions are governed by and will be construed in accordance with the law of New South Wales, Australia.*