

# Terms & Conditions

By making a booking with Dido's Place ("the premises") you ("the Guest") are acknowledging that you have read, understood and agree to be bound by these terms and conditions as an agreement between you and the operators of the premises.

If you make your booking via a third-party booking service, you agree to be bound by the terms and conditions of the service in addition to the terms and conditions listed here. If there is a conflict between the booking services' and these terms and conditions, the term that provides the operator the greatest protection will be enforceable at the operator's discretion. The premises and the operator take no responsibility for any breach of their terms and conditions by a third-party booking service including but not limited to any data or privacy breaches they may experience.

The operator is only bound by this agreement once the booking is accepted and the duties of disclosure by the guest at the time of booking are enforceable. These terms and conditions operate in addition to website terms and conditions, disclaimer and privacy policy all available on the premise's website.

In addition to the terms and conditions herein, Guests must be aware of and agree to abide by, the NSW Government's Code of Conduct for the Short Term Rental Accommodation Industry. A copy of the Code of Conduct is available in our Guide folder onsite and on our website [www.didosplace.com.au/about-us](http://www.didosplace.com.au/about-us). It is the responsibility of the Guest to familiarise themselves with and abide by the terms of the Code.

For the purposes of these terms and conditions "the Guest" includes the individual making the booking and any individuals residing at the premises as provided for by the booking.

## **1. Payment**

- 1.1.** You must be 25 years or over to rent this property. All bookings must be made by a staying guest and cannot be made on behalf of others. A current Australian driver licence or a valid passport might be requested prior to the stay.
- 1.2.** The operators will make all reasonable efforts to ensure the personal details of the Guest, are kept confidential and will not disclose these details to any third party unless necessary for enforcement of these terms and conditions or required by law, please refer to our privacy policy for more details.
- 1.3.** Full payment is required at the time of booking unless a previous arrangement has been agreed upon with the operator. In such circumstances, any remaining balances must be paid 28 days prior to check in.
- 1.4.** Prices quoted are for the exclusive use of the entire house and all prices, fees and charges are quoted in Australian Dollars.
- 1.5.** There is a mandatory minimum stay of 2 nights. Holiday periods may have mandatory minimum 3 night stay periods.
- 1.6.** Check-in is available from 2pm on the first day of the rental period and check-out is no later than 11am on the final day of the rental period.
- 1.7.** Checking in and checking out are completed using a key lock box on the premises. The Guest will be advised of the check in procedure by the operator shortly before the stay.

## **2. Cancellation**

- 2.1.** All cancellation requests must be made in writing to the operator.
- 2.2.** All cancellations instigated by the guest will incur a service fee of 5% of the booking fee.
- 2.3.** Cancellations made within 48 hours of the booking being made will receive a full refund less service fee, provided the cancellation is made no later than fourteen full days prior to the booking start date.
- 2.4.** Cancellations made between seven and fourteen full days prior to the start date of the rental period will receive a 50% refund of the booking fee less the service fee.
- 2.5.** Cancellations made with less than seven full days' notice will forfeit the entire booking fee.
- 2.6.** No refunds will be given to Guests who fail to arrive.
- 2.7.** In the event the booking is cancelled as a direct result of Covid-19 travel restrictions or mandatory quarantine/isolation, fire, flood or any other unforeseen natural weather event which inhibits the guest from safely accessing and staying at the property, a full refund of the booking fee or transfer of the booking to another date will be provided at the operator's discretion.
- 2.8.** The operator reserves the right to cancel any booking should there be a circumstance where the property is deemed by the operator not fit for use or they are not able to fulfil their part of this agreement. At such time, the guest will be entitled to a full refund.
- 2.9.** In the event that the operator deems a booking to be high risk due to recent natural disasters, emerging community health crisis, extreme weather events or any other situations that the operator deems to have a large risk associated with the situation for the operator, the premise or the guest and their associates, the operator may cancel the booking at their discretion and provide a full refund.

## **3. Safety**

- 3.1.** Upon making a booking, the Guest accepts all responsibility and liability for the safety of the Guest and anyone that enters the property during the period from their arrival to departure, unless anyone accesses the property at the request of the operator for maintenance works. The guest agrees to undertake all reasonable steps to ensure safety for all persons and animals at the premises during the period of occupation.
- 3.2.** The Guest acknowledges that Dido's Place is a farm property with inherent dangers and risks including but not limited to unfenced dam, electric fencing, waterways, building, structures, fencing, landscape, uneven ground, native wildlife, wild introduced species of wildlife, flora, trees dropping limbs, neighbouring farm animals, neighbouring domestic animals and fire.
- 3.3.** The guest agrees to not undertake any activities that will be harmful to the local wildlife and flora including but not limited to not pouring chemicals on the ground, not feeding human food to the wildlife that is not recommended for them and not leaving rubbish or personal items unattended outside that wildlife may encounter.
- 3.4.** The Guest and their associates must not drink, handle or come into contact with the water released by the marked treated septic sprinklers.
- 3.5.** The maximum weight on the trampoline at any one time is 150kgs.
- 3.6.** The maximum weight of persons on the tyre swing is 25kgs.
- 3.7.** The Guest must obey all fire warnings including total fire bans when in force. Strictly no outdoor fires during Bush Fire Danger Period between 1st October - 31st March in any year.
- 3.8.** It is the responsibility of the Guest to ensure that any proposed outdoor fire is compliant with the Bush Fire Danger Rating, and restrictions applicable at that time. The Guest must take

heed of current conditions, including wind and temperature, to assess the suitability for any outdoor fire and will take all reasonable steps, including contacting relevant authorities, to ensure any proposed outdoor fire is safe and permitted.

- 3.9.** The Guest must comply with all current Australian or NSW Government Covid-19 or health based restrictions and requirements as may be imposed from time to time.
- 3.10.** Strictly no pyrotechnics, firearms or explosives of any kind are permitted to be used on the property at any time of year. If any items of this kind are to be on the premise, written prior approval must be obtained from the operators of the premises and all items must remain in a locked security box at all times.
- 3.11.** For the safety of the Guest there is strictly no swimming in the dam or creek.
- 3.12.** The Guest understands that there are risks involved in using the spa including drowning and other life threatening outcomes. The guest agrees to take all responsibility for themselves and other parties they introduce to the property, including full liability for their use or misuse of the spa.
- 3.13.** Children under 16 must be supervised by a responsible adult at all times while using the spa. Children under 10 must be accompanied by an adult in the spa at all times. Children under three are prohibited from using or being in the vicinity of the spa.
- 3.14.** The spa is not to be used by any person with heart health conditions or conditions that may make their use of the spa higher risk than that of someone without the condition. Use of the spa by people that are intoxicated, using any kind of drugs, medication, or pregnant is also prohibited.
- 3.15.** The Guest must obey all rules on the displayed signage and house rules in relation to the spa and its use.
- 3.16.** The Guest is responsible to ensure that spa covers are on, secured and locked when not in use.
- 3.17.** If the spa is left in an unclean and unsuitable condition for use, a cleaning, water and filter replacement fee of \$250 will be charged to the Guest.
- 3.18.** House Keys must always be kept out of reach of children, stored a minimum of 1500mm above ground level and away from the spa.
- 3.19.** No climbing on the water tank, septic tank, retaining walls, tractor implements, brick & wood stacks or bulk storage bins is permitted.
- 3.20.** The Guest understands that the dam and creek are unfenced waterbodies and that children require continuous supervision whilst on the property and the Guest accepts all liability in this regard.
- 3.21.** The Guest takes all responsibility and liability for their safety and the safety of those present on the property for the duration of the booking to the fullest extent allowed under the laws of NSW.

#### **4. House Rules**

- 4.1.** Parties, weddings, events, schoolies and functions are strictly prohibited. Intention to host an event during your booking, or hosting an event during your occupation, will result in immediate termination of the booking without refund may result and a penalty fee of up to \$1000 may apply in addition to payment of other damages.
- 4.2.** Smoking inside the Premises is strictly not allowed. Any evidence of smoking indoors will incur a cleaning fee of \$500.
- 4.3.** No pets or animals brought by the Guest, or their associates are permitted on the premises without written approval of the operator at the time of booking. If an assistance or companion animal is required by the guest or their associates, proof of the animal's legal

support status must be provided at the time of booking and the operators reserve the right to refuse the animal attending the premise if they feel the premise is not equip to meet the needs of the animal or the Guest and their associates. If pets, which have not been approved, are found inside the premise, the booking will be terminated and the guests will be asked to vacate with no refund made. It is the responsibility of the guest to ensure that any approved animals are clean, free of pests and always remain under the control of an adult to ensure they do not damage the premises or scare local wildlife. Any pest control and cleaning required as a result of a pet inside and/or on the premise will be charged to the guest.

- 4.4.** No excessive noise or music after 10pm.
- 4.5.** All provided linen, towels, blankets and soft furnishings are to remain indoors.
- 4.6.** The Guest is not to touch, alter or remove the existing configuration of audio-visual equipment including cables on the televisions.
- 4.7.** The Guest will not drive vehicles into the rear yard past the sign stating “No vehicles beyond this point”.
- 4.8.** The Guest shall ensure that no more than the agreed numbers of persons stay or are present at the premises at any time. Immediate termination of the booking without refund may result and a penalty fee of up to \$1000 may apply.
- 4.9.** Strictly no tents, caravans and other structures to be erected or occupied on the property.
- 4.10.** Strictly no motorbikes, quadbikes or the like are to be driven on the property.

## **5. House Keeping**

- 5.1.** The operator will provide consumables such as condiments and snacks available for use by the Guest in the pantry. The operator will make their best efforts to ensure that any consumables at the premises are not contaminated, expired or stale. The Guest is responsible for ensuring the food provided is safe for consumption. The operator does not take any responsibility for the consumables.
- 5.2.** No wearing of shoes inside the house.
- 5.3.** The Guest is not to move indoor furniture outside and vice versa.
- 5.4.** Strictly no eating or drinking on carpeted areas.
- 5.5.** The Guest acknowledges that the premise is serviced by an onsite septic treatment system and agrees to only flush toilet paper and natural waste down the toilet. The Guest agrees and acknowledges that all other items are to be placed in the bins provided, in particular ‘flushable toilet wipes’ which are known to cause damage to the septic system.
- 5.6.** The Guest agrees to refrain from disposing harsh chemicals such as bleach down the drains and to only use the septic safe cleaning products provided.
- 5.7.** The Guest agrees to be considerate to living off the grid and to the environment and will make their best efforts to turn off lights and heating/air-conditioning when not in use.
- 5.8.** The Guest will not litter and will dispose of any garbage in the Council bins provided.
- 5.9.** The premise is serviced by an onsite water tank and the Guest agrees to use water sparingly. While the water is safe to drink as it has been twice filtered, the operator will provide complimentary drinking water in the pantry or fridge.
- 5.10.** The Guest agrees to stagger showers to enable the hot water system to keep up and reheat. The Guest will not run the hot water system back to back with several showers at any one given time.
- 5.11.** If requested, the operator will endeavour to recover and return items of value inadvertently left in the premises but take absolutely no responsibility for the recovery or return. Postage, packaging and the cost of sending out a staff member to search for the item

will need to be paid in advance; a minimum cost of \$20 applies. Items of low value will be disposed of within 14 days.

## **6. Damage**

- 6.1.** The Guest must report all damages and malfunctions to the operator immediately. The Guest shall take reasonable care of the Premises and all contents and shall leave them in the same condition as they were at the start date of the rental.
- 6.2.** The Guest is responsible for any damage to or loss of the contents howsoever caused during the rental period. Unless the Guest notifies the operator of any shortage in items quantity or damage by the earlier of 5PM or three hours of arrival on the start date of the booking, the Guest agrees that the contents were present and in good condition at the commencement of the booking. The operator may seek reimbursement for any loss or damage to the Premises or contents.
- 6.3.** The Guest is responsible for the property during your stay. Please take all reasonable care of the property and at the end of the stay, please leave the property including all utensils, fixtures, fittings and equipment on, in or about the Property in a clean and tidy condition.
- 6.4.** Lost keys will incur a \$250 replacement fee.
- 6.5.** Dido's Place reserves the right to seek compensation for any undue cleaning, damages or missing items. A cleaning fee for more than standard cleaning will be deducted from the Guest credit card if a cleaner has to be engaged for extra work to the premises.

## **7. Security**

- 7.1.** Dido's Place is not responsible for the security of Guests' personal baggage, belongings, vehicles or any other property. It is recommended that Guests take out personal property insurance or adequate travel insurance.
- 7.2.** The Guest is responsible for keeping the property secure during their stay and will be responsible for any theft or damage due to neglect in this regard.
- 7.3.** The premises has 5 active external cameras purely for the security of the property. The cameras are external and do not capture any internal images or footage.

## **8. Etiquette**

- 8.1.** The Guest must conduct themselves in a proper manner so as not to cause a nuisance, including excess noise, or interfere with the use or enjoyment of the property for other occupiers or neighbouring properties. Unruly, loud or offensive behaviour will not be tolerated. If complaints are received this may result in termination of the booking and loss of unused balance of accommodation. A penalty fee of up to \$500 will also apply.
- 8.2.** The Guest agrees to allow the operator or a representative or agent thereof to access the property at any reasonable time during the booking for the purpose of essential repairs, in an emergency or to ensure compliance with these terms and conditions.
- 8.3.** The Guest must not undertake any illegal activities, including but not limited to carrying or using illegal drugs of any kind and accessing illegal content online at the premises. If so, we will ask you to vacate the property immediately.

## **9. Gift Vouchers**

- 9.1.** Gift vouchers are not transferrable.

- 9.2. Gift vouchers are valid until the expiry date listed on the voucher or proof of purchase. If there is no expiry date listed, the Gift Voucher is valid 3 years from the date issued.
- 9.3. Bookings using Gift Vouchers are subject to availability and can not be used in conjunction with any other promotional offer.

## 10. Promotions

- 10.1. Time to time the operator may run promotions.
- 10.2. Direct booking promotions are valid for bookings and stays during the specified promotional time frame. Bookings must be made direct online using the direct booking link on [www.didosplace.com.au](http://www.didosplace.com.au) and not with any third party suppliers such as Airbnb.
- 10.3. Promotional offers can not be used in conjunction with any other offers and the operator reserves the right to withdraw any promotional offers at any time, regardless of the promotional period advertised.
- 10.4. Additional terms and conditions may apply to promotions and will apply in addition to this agreement.

## 11. Acknowledgement & Understanding

- 11.1. Any breach of these terms and conditions may result in termination of the booking and loss of unused balance of accommodation booking fee. A penalty fee of up to \$500 may also apply should the breach be deemed substantial by the operators, in addition to other penalties and fees specified elsewhere in this agreement.
- 11.2. As the premises is a farm property, the Guest acknowledges and accepts that there could be noise from neighbouring properties from time to time as neighbours go about their daily rural life.
- 11.3. This is a family oriented and child friendly home, however children and infants must be under active supervision by a parent or guardian, at all times. All responsibility and duty of care for them must be provided by the Guest at all times.
- 11.4. The operator does not accept liability or loss caused by failure of equipment and/or services out of their control, including, but not limited to electricity, the internet and mobile phone coverage.
- 11.5. The garage, linen room, carport, second water tank and shed are private property and are not to be accessed by Guests as they operate as the operator's supply and storerooms. Any areas designated as private by the operator are strictly out of bounds. Please feel free to park anywhere else on the property.
- 11.6. No liability is accepted for any injury, debt, damage, loss, delay, expense or inconvenience caused directly or indirectly by events beyond the operators control. To the maximum extent permitted by applicable law, the Guest agrees to release and indemnify the operators from and against any claims, liabilities, damages or losses arising as a result or of in connection to the Guest's use of the premises and any breach of the terms and conditions herein.

## 12. Checking out

- 12.1. Prior to check out the Guest agrees to:
  - 12.1.1. Turn off all lights, fans, TVs, oven, appliances, heating and air-conditioning;
  - 12.1.2. Leave all beds unmade so that the cleaner will know which beds were used;
  - 12.1.3. Leave all used towels on the bathroom floors;

- 12.1.4.** Place all used dishes in the dishwasher and turn it on;
  - 12.1.5.** Place all garbage in the Council bins next to the garage;
  - 12.1.6.** Lock up all doors, flyscreen doors and windows;
  - 12.1.7.** Ensure the spa cover is closed and locked; and
  - 12.1.8.** Place all keys back to their designated lock boxes.
- 12.2.** Please leave us a positive public review online to help us retain great guests like yourself for future bookings. If you have any issues, we'd like to be given the opportunity to address the situation once they come to light so that your stay is everything you hoped for.

**13. And The Most Important Rule of All.....**

- 13.1.** Have fun and enjoy your stay at Dido's Place!