

## PETIT ECO CABIN

### TERMS & CONDITIONS

All bookings must be registered to an adult over the age of 18. All guest bookings on any platform are acceptance of the below terms and conditions.

#### GUEST OBLIGATIONS IN RESPECT OF THE PROPERTY

The Guest shall be responsible for the Property during the Guest's stay. The Guest shall take all reasonable care of the Property and at the end of the stay shall leave the Property including all utensils, fixtures, fittings and equipment on, in or about the Property in a clean and tidy condition. The Guest shall be liable for any extra cleaning, breakages, missing items or damage caused to the Property or any part thereof or any of the chattels therein that may occur during the Guest's occupation of the Property and all costs for extra cleaning, repair and replacement thereof shall be payable to the Owner. Failure to reimburse the owner may result in the funds being obtained through the Local Court. Any damage or breakage to any part of the Property or any of the chattels therein shall be reported to the Owner as soon as practicable after the damage occurring thereto.

#### VINEYARD

For biosecurity reasons and due to the property being a certified organic farm and a working vineyard guests are not able to enter the vineyard. We ask that you please stay on the paths and roads. There are pests and diseases within Australia that can harbor on soiled shoes and destroy our vineyard.

#### FIRE

The fire within the cabin is available to use during the open burning season where the weather is conducive to a fire. Use of the fire is not permitted once burning permits are in place within the City of Busselton or if the owners of the property deem it too risky given weather conditions. Fires are also not permitted under any circumstances from November through to harvest as smoke can taint the grapes. If there is no firewood or fire supplies in the cabin then the fire is not available to use.

#### FUNCTIONS/GATHERINGS/PARTIES/WEDDINGS/ELOPMENTS

Strictly **No Functions, Gatherings, Parties** or other guests at the cabin. Should you wish to elope during your stay either on the property you are required to advise the details upon booking. No elopements are permitted without the written permission of the owners. Any vendors (whether related to an elopement or not) that you wish to have visit the property during your stay are required to produce a certificate of currency for public liability insurance at least two weeks prior to check in, this includes but is not limited to photographers, masseuse, hairdresser, make up artist etc. Should a vendor not

be able to produce the certificate they are not permitted on the property. It is the responsibility of guests to obtain these certificates and forward to [cabin@windowsestate.com](mailto:cabin@windowsestate.com) within the time frame specified.

#### COMMERCIAL USE

Please note you are booking the cabin as a private guest, should you wish to use the cabin for commercial purposes please contact us directly as fees and conditions apply. Should unauthorised commercial images at the cabin or surrounds emerge (this includes paid or sponsored social media content) retroactive charges will apply. Private social media images are welcomed.

#### VINEYARD ACTIVITIES

Spray season runs from September to January, we are certified organic so no sprays are harmful or dangerous, however spraying occurs early in the morning on days with no wind so the tractor will be in the front vineyard once a week for an hour.

For two mornings in January or February pickers will be present in the vineyard block in front of you whilst we pick our grapes. They start at dawn.

#### GUESTS BELONGINGS

All personal belongings, baggage, vehicles and other property of the Guest of any description shall be the risk of the Guest at all times and neither the Booking Agent nor the Owner accepts any responsibility for any loss or damage thereto

#### RISK

The Guest acknowledges that the use of any additional amenities is entirely at the Guest's risk and neither the Booking Agent nor the Owner shall accept any responsibility for any injury, loss or damage to property or any third party arising from the use thereof.

#### AVAILABILITY OF THE PROPERTY

Bookings are made on the understanding that the Petit Eco Cabin and its facilities stated will be available to the guest at the specified booking time. Should any events arise beyond the reasonable control of Petit Eco Cabin which render the Cabin inhabitable (i.e., natural disaster, flood, fire, storm damage) Petit Eco Cabin will refund all monies paid by the guest in respect to their booking and the guest will have no further claims whatsoever against Petit Eco Cabin or its associated entities.

#### PETS

No pets are permitted at Petit Eco Cabin. Guests will be asked to leave and will forfeit all monies paid in respect of the property and have no claims whatsoever against Petit Eco Cabin or its associated entities.

## REPRESENTATIONS

The guest acknowledges that Petit Eco Cabin has used its best endeavours to describe the property and its features to the guest and that all photographs are taken on the property and representative of the amenities. Petit Eco Cabin and its associated entities will not be liable should the guest consider the property unsuitable for any reason whatsoever.

## GUEST NUMBERS & VISITORS

The property may only be occupied by the number of guests stated on the booking application. Occupation will be refused if the number of people intended to occupy the cabin is not observed. City of Busselton regulations allow the use of Petit Eco Cabin as short stay accommodation only and not as a function venue. Functions, parties and gatherings are not permitted and if evident will be closed down immediately and result in an amount of \$500 and all rental funds being forfeited and the booking guest will be personally liable for any damage to the property. Please note this is an adults only retreat.

## PETIT ECO CABIN CANCELLATION POLICY

Accommodation will not be confirmed until the deposit has been paid by the guest. For Website direct bookings a 30% deposit is payable. If the accommodation is booked within 4 weeks of the date of stay the full tariff payable for Petit Eco Cabin is required.

- (1) Once the deposit is paid – it is non-refundable unless Petit Eco Cabin are able to re-book the property for the period for which the deposit was paid. If the re-booking is achieved, the deposit will be refunded less a \$100 Admin Fee. Deposit refunds are subject to the time of cancellation.

Full payment of the accommodation tariff is required 4 weeks prior to the date of check in. Failure to do so may result in cancellation of your booking without notice, under these circumstances the guest forfeits the full amount of the deposit.

For cancellations, made in writing, more than 4 weeks prior to the arrival date – Petit Eco Cabin will make every effort to re-book the property and the deposit will be refunded subject to the conditions noted in section (1).

For cancellations, made in writing, between 3-4 weeks prior to the arrival date – the deposit is non-refundable. Petit Eco Cabin will make every effort to re-book the property and, if successful, will refund the balance of the rental costs. If Petit Eco Cabin are unable to re-book the property, no refund will be given.

For cancellations, made in writing, between 1- 3 weeks prior to the arrival date – the deposit is non-refundable. Petit Eco Cabin will make every effort to re-book the property and, if successful, will refund 80% of the balance of the rental costs. If Petit Eco cabin is unable to rebook the property, no refund will be given.

For cancellations, made in writing, less than a week prior to arrival, no refund will be issued.

In the unlikely event that a booking must be cancelled by Petit Eco Cabin, we will make every effort to transfer the booking and deposit to a suitable date, within a six-month period from the original booking date. If this is not possible, any payments made by the guest will be refunded in full. No compensation will be offered or paid under any circumstances.

We recommend you obtain comprehensive holiday cancellation and protection insurance to cover unforeseen circumstances.