



GENERAL INFORMATION

Thank you for your booking enquiry with The Quarry Retreat.

To assist you with your booking, we have provided the following information.

1. Balance of Payment – payable 30 days prior to stay

The balance of payment is due at least 30 days before the arrival date of your stay, or must be paid in full at the time of booking if the arrival date is less than 30 days away. Failure to pay this on time may result in a cancellation of your booking.

2. Security Bond – payable 30 days prior to stay

As we are sure you will appreciate, Quarry Retreat is a unique property and is furnished with many valuable and sentimental furnishings, therefore we request that a security bond is paid with the balance of the accommodation. Of course, the security bond will be returned to you upon satisfactory inspection of the property after the departure date.

3. Credit Card Validation – required with all bookings

Please be advised that if you choose to pay for your accommodation by direct debit or cheque, we also require credit card details in order to validate the booking.

4. Identification – copy of driver's license required with booking

Unfortunately, some property owners in our area have experienced costly problems with under-age guests. This problem has led to us requiring a copy of your photo identification - either a driver's licence or passport. We regret any inconvenience caused.

5. No Smoking, No Pets, No Parties, No Fires and No Functions

- Quarry Retreat is strictly a non-smoking property. Guests may smoke outdoors however we ask that you respect the property and remove all evidence of cigarette butts. Failure to do so may result in additional cleaning charges.
- Please also be conscious of the fact that the property is located in a rural setting and surrounded by trees and other material which can easily catch fire from cigarette butts and ash.
- Our gardens are well maintained and therefore we do not allow pets inside or outside the property.
- Parties or functions with persons who are not guests at the property are not permitted on the property.

6. Arrival and Departure

Check in time on the day of arrival is 2pm. Check out time on the day of departure is 10am.

7. Bedrooms

Just one more thing – which bedroom would you like for your stay?

Each of our bedrooms have their own character and you can choose which rooms are made ready for you and your guests, if applicable. Please visit www.stayz.com.au/100626 to see photos.

In the boxes below, please nominate which rooms you and your guests would like. Of course, if your booking is for 15 guests, all bedrooms will be made ready for you.

Ground Floor
Please tick the if required to be made up.

Sapphire Suite

Master suite with Queen Bed and shared bathroom on ground floor. Sleeps: 2 (couple)

Emerald Room

Double Bed and 2 single bunks with shared bathroom on ground floor. Sleeps: 4

Amber Room

Single Bed with shared bathroom on ground floor. Sleeps: 1 single

Lower Floor

Please tick the if required to be made up.

Tanzanite Suite

Master suite with Queen Bed and ensuite bathroom on lower floor. Sleeps: 2 (couple)

Turquoise Room

Room with Single Bed plus Bunk with Double Base and Single Upper and small ensuite on lower floor. Sleeps: 4.

Sofa Bed

Good quality pull-down double bed sized sofa with innerspring mattress. Sleeps: 2 (couple)

8. Confirmation of Booking

Once we have received your signed Holiday Lease Contract and your deposit, your booking will be secured. We will then return a copy of the Holiday Lease Contract to you, along with an information pack about Quarry Retreat to help you plan your stay.

If you have any queries, you can contact us at The Quarry Retreat on 0414 331 104 during normal office hours.

HOLIDAY LEASE CONTRACT

This agreement is made on the date specified in the schedule between Brad Prout of PO Box H173, Australia Square NSW 1215 (Owner) and the person or persons named in the schedule as the Customer.

SCHEDULE AND TAX INVOICE

Contract Date:

Booking ID:

Details of Customer

Customer Name:

Address:

Suburb:

Post Code:

Phone H:

Phone W:

Mobile No:

Driver's Licence No:

Email Address:

Copy of driver's licence attached

Occupancy

Start Date:

Price:

End Date:

Less 30% Deposit: \$

Total No. of Nights:

Amount Due:

No. of Guests: [] (Adults) [] (Kids)

Number of [] Couples [] Singles

Security Bond: \$1,000

The Amount Due together with the Security Bond is payable at least 30 days prior to the date of arrival or at the time of booking, if the date of arrival is in less than 30 days.

The Owner leases to the Customer and the Customer takes on lease from the Owner, Quarry Retreat for the Term (namely the period starting not before 2 pm on the Start Date and ending at 10 am on the End Date) for the Price and upon and subject to the General Conditions for Quarry Retreat (General Conditions) which shall be incorporated into and apply to this agreement.

This agreement is personal to you and you will not assign any of your rights under this agreement or sub-let Quarry Retreat or any part thereof. Quarry Retreat may only be used for the purpose of holiday accommodation for the Customer and their adult guests. The total number of guests cannot exceed the number specified in the schedule and if no number is specified, two. The Price is increased by the Surcharge specified in the schedule for every guest over two.

Quarry Retreat has a number of antiques for which the Customer is responsible as set out in the General Conditions. Parties or functions in or about Quarry Retreat and use of Quarry Retreat for commercial purposes are prohibited. Pets and other animals must not be on, in or about

Quarry Retreat. No smoking is allowed inside Quarry Retreat. Liquidated damages apply for any breach as set out in the General Conditions.

The Price includes GST. All other taxable supplies are exclusive of GST and the recipient of the taxable supply will pay GST thereon. Use of the Credit Card by us is a sufficient communication by us to you that we have signed this agreement.

The Customer acknowledges and agrees to the General Conditions on the reverse side of this document and promises to the Owner that they have read, understood and agree to the General Conditions. Note that words or expressions that begin with a capital letter are defined in the General Conditions.

The Customer may make an offer to enter into this agreement by supplying this document with the details of the Credit Card even though the Customer has not signed this agreement and the Owner may accept any offer made by the Customer by debiting the Credit Card in accordance with the terms of this agreement.

Signed by **Guest**

Signed for and on behalf of the Owner

Print Name:

We strongly advise you to take out holiday insurance to cover any eventualities that may result in you having to cancel your holiday and to cover any losses, accidents, damage, injury, expense or inconvenience whether to person or property which may arise out of or in connection with the period.

GENERAL CONDITIONS FOR QUARRY RETREAT

In this agreement and in these general conditions unless contrary to or inconsistent with the context: Credit Card means credit card specified in the schedule or such other credit card as the Credit Card Holder supplies to the Owner from time to time; Credit Card Holder means the Customer or if there is more than one Customer the Customer who is the holder of the Credit Card; End Date means the day described in the schedule as the End Date; Equipment means all the fixtures fittings furniture and other chattels situated in or about Quarry Retreat; Owner includes the parties or persons authorised by Brad Prout of PO Box H173 Australia Square NSW 1215 to enter into this agreement on his behalf ;Price means amount described in the schedule as the Price; schedule means the schedule to this agreement; Start Date means the day described in the schedule as the Start Date; Quarry Retreat means the residential premises situate at 393 Owens Road Martinsville NSW 2023 and the Equipment; Term means the period starting not before 2 pm on the Start Date and ending at 10 am on the End Date; Customer, you, your means the person or persons specified in the schedule as the Customer; we, us, our means the Owner; taxable supply, tax invoice consideration, GST and supply have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999. You promise to us that: you will pay the deposit specified in the schedule on or before the date of this agreement; you will pay the balance of the Price at least 30 days before the Start Date or on the date of this agreement whichever is the later date; you are strictly liable for all damage to or loss of Quarry Retreat or any part thereof and will pay the reasonable cost of repairing any such damage or replacing Equipment (as we determine) upon demand by us; you are responsible for the accounts for the email address and the mobile telephone specified in the schedule as your email address and mobile telephone, that email address and telephone number exist and are functioning and you will inform us of any change thereto or if they or any of them are cancelled or cease to exist; upon the expiration of the Term you will deliver up to us Quarry Retreat in the same condition it was in when you took possession thereof; if you breach the no smoking ban, you will pay to us liquidated damages to fumigate Quarry Retreat in the sum of \$200. This amount does not cover any damage to Quarry Retreat not remedied by fumigation; you will keep Quarry Retreat in a neat and tidy condition and conduct yourselves with reasonable propriety so as to not disturb the peaceful enjoyment of your neighbours; you will return the keys to Quarry Retreat to us on the End Date. If for any reason the keys are not so returned you will pay us the reasonable cost of replacing the keys and all attendances in that regard at the rate of \$90 per hour. If you or a guest is locked out of the property and need to gain entry you will pay us a call out fee of \$50 between 9am and 5pm and \$150 between 5pm and 9am; if the house is left unattended at any time you will activate the security alarm; you will not start a fire on or about Quarry Retreat; at least 30 days before the Start Date or on the date of this agreement whichever is the later date, you will pay to us the sum of money described in the schedule as Security Bond or if there is no such amount, \$1,000 as security for your obligations under this agreement. If we have no claim on this amount, we promise to repay it or the balance owing to you within 14 days of the End Date; In addition to the Price you promise to pay us all costs and expenses incurred by us or for which we become liable (including without limitation all legal costs and disbursements) of, concerning, arising out of or in any way relating to: (i) the exercise by us of our rights under this agreement; (ii) any default by you; and (iii) any enforcement of this agreement or any security given by or pursuant to this agreement (including without limitation the costs of any court action) payable immediately, such costs and expenses to include all costs except so far as they are of an unreasonable amount or have been unreasonably incurred so that subject to the above exceptions we will be completely indemnified by you for our said costs and expenses. You irrevocably authorise us by our servants and agents to enter upon and inspect Quarry Retreat during the Term without notice during business hours and to enter upon Quarry Retreat in any case of emergency. The Credit Card Holder irrevocably authorises us to: (a) pre-authorise a charge to the Credit Card to cover any money that may become owing under this agreement. This means that the credit limit on the Credit Card will be reduced by the amount pre-authorised;

(b) charge to the Credit Card all money owing by the Customer to the Owner under this agreement;

(c) charge to the Credit Card an estimate of money owing based on the likely cost of effecting any repair or replacement to Quarry Retreat that is the responsibility of the Customer. The Owner must refund any excess if the actual cost exceeds the said estimate and the Customer remains liable for the balance if the cost is greater than the estimate. The Customer acknowledges that the pre-authorisation amount does not in any way limit or cap the liability of the Customer under this agreement. If you default in the payment of the Price or any part thereof or default in any other provision of this agreement we may terminate your right to take or retain possession of Quarry Retreat and forfeit the deposit without prior notice. We may retain the balance of any money paid by you pending quantification of damage suffered. Damage includes loss of rental income.

You will be provided with linen and towels for the specified number of guests the cost of which is included in the Price. If additional cleaning and linen change services are required, this must be arranged and paid for prior to the Start Date for which there will be an additional charge. This agreement shall be deemed to have been made in the State of New South Wales and the construction, validity and performance of this agreement shall be governed in all respects by the laws of that State and the parties submit to the exclusive jurisdiction of the courts within Sydney New South Wales. Any notice or other document or writing required to be served on you by us may be served by prepaid ordinary post to your address herein and shall be deemed to be served on you two days after it was so posted. Any notice or other document or writing required to be served on you by us may be served by email at your email address herein. If you default in the payment of any money under this agreement interest will be charged on the amount owing and unpaid from time to time at the rate of 16 per cent per annum as from and including the due date for payment until it has been repaid. At the end of every calendar month any unpaid interest shall be capitalised for the purpose of calculating interest, namely it will be added to and increase the amount due and owing and thereafter interest shall be charged on the sum of the amount then due and owing and the unpaid interest at the said rate. Unless otherwise advised by us payments shall be applied first in payment of interest. The provisions of this paragraph are without prejudice to any of our other rights and remedies. You consent to us sending unsolicited commercial electronic messages as defined in the Spam Act 2003 (Cth) to your email address or mobile telephone number. In so doing we warrant that any such message shall clearly and accurately identify the individual or organization who authorised the sending of the message and include accurate information about how the recipient can readily contact the individual or organization. You agree that whilst money is owing by you under this agreement we are not obliged to provide an unsubscribe facility in any of the said electronic messages. You acknowledge that we have collected personal information about you; Except as herein provided, to the fullest extent permitted by law all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for any purpose of goods or services supplied by the Owner to the Customer pursuant to this agreement are expressly excluded. To the maximum extent permitted by law, under no circumstances will the Owner be liable to the Customer for any indirect, incidental, special or consequential damages of any kind, including without limitation damages for any act done or omitted to be done under or by reason of this agreement, whether caused by the negligence of or breach of statutory duty by the Owner or otherwise. The liability of the Owner to the Customer for a breach of a condition or warranty implied by law and which cannot be excluded, is limited, to the extent possible, at the Owner's option, to: (a) the supply of the goods or services again; or (b) the repair of the goods; or (c) the payment of the cost of having the goods or services supplied again or repaired. Every exemption from liability, defence and immunity of whatsoever nature applicable to the Owner or to which the Owner is entitled hereunder shall also be available and shall extend to protect the Owner's head lessor, namely the registered proprietor of Quarry Retreat, every one of the Owner's servants or agents acting hereunder or making or giving statements information or advice and for the purposes of this clause the Owner shall be or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of the said registered proprietor and all persons who are or might be its servants or agents from time to time as well as on its own behalf and all such persons shall to this extent be or be deemed to be parties to this agreement. The Owner is not responsible for any act of God or any other matter outside its control. If for any such reason Quarry Retreat is not habitable, the Owner's only obligation is to refund any money paid or an aliquot proportion thereof as the case may be. Words importing the singular number or plural number shall include the plural number and the singular number respectively; and words importing the masculine or neuter genders shall include every gender. When two or more parties enter into covenants, obligations and or agreements together, those covenants, obligations and or agreements on their part contained refer to and shall bind them and any two or greater number of them jointly and each of them severally.

QUARRY RETREAT
0414 331 104| PO Box H173 Australia Square NSW 1215
www.stayz.com.au/100626