

# INDAH ISLAND

## HAMPTONS FARM ESTATE ACCOMMODATION TERMS & CONDITIONS

1. Standard check-in time is 3.00 pm.
2. Check-out time is between 8:00am – 10:00 am. If you intend to check-out outside of these times, you must notify us and obtain approval from reception at least 24 hours prior to check-out.
4. Late check-out will incur a fee on a per hour basis.
5. Late check out fees will be payable by you upon check-out or failing this, you consent to these fees being deducted from your deposit bond or charged to the credit card provided for the booking.
9. Maximum occupancy for each room type at any one time is determined by the Package that you have chosen with our Venue. Sleeping on the sofas is strictly not permitted.
10. All guests staying the house must be registered with reception and included in the booking form.

### Reception Hours

6. Reception hours are from 9:00am – 5:00pm, seven days a week. Separate reception hours will apply for public holidays and we reserve the right to amend these reception hours from time to time.

### Bond

7. You must provide a credit card for the bond payment 28 days prior to the booking date. In providing these card details you authorise us to deduct any amounts payable under our Hamptons Farm Estate Venue Terms and Conditions including the following:
  - a. deposit bond;
  - b. booking fees; or
  - c. any other amounts chargeable under these Accommodation Terms and/or as a result of any breach of our Hamptons Farm Estate Venue Terms and Conditions.
8. Any deposit bond held by us, is subject to clearance from management that there is no damage to the property or costs or expenses chargeable in relation to the booking. Bond refunds are processed 7 days after check-out. Please note some banks may take up to 10 business days after released to complete the process.

### Room occupancy

### Unaccompanied Minors

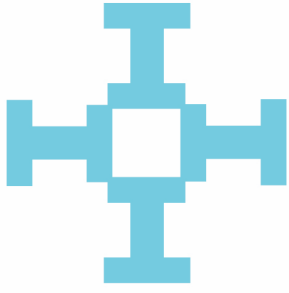
11. All guests and/or visitors under the age of 18 must be accompanied by a responsible adult at all times on the property (such as a parent, step-parent, guardian or other adult who has parental rights and responsible for the minor).
12. If a minor, whom is part of your booking or a visitor of yours, is found to be unaccompanied, we may cancel your booking and in such case the full booking amount is forfeited to us.
13. Management also reserves the right to contact the relevant authorities in relation to any unaccompanied minors.

### Visitors

14. All guests staying in the house must be registered in by the Booking form, otherwise they will not be permitted to enter the house.
15. No visitors are permitted before 3pm on the first day of a booking, unless prior approval by management.
16. No overnight visitors are permitted due to fire, health and safety regulations, unless approved by management.
17. Visiting hours are subject to the discretion of management and can be changed without notice.
18. Registered guests are responsible for their visitors and their actions, either in house or the confines of the Venue.
19. Management reserves the right to remove any visitors that are in breach of these Accommodation Terms in its complete discretion.

### Alcohol and Illicit Substances

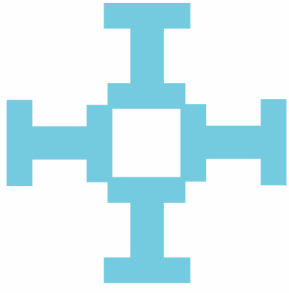
20. No person under the age of 18 years is permitted to consume alcohol on the premises. If anyone under the age of 18 years is consuming alcohol on the premises, the alcohol must be surrendered to the manager and management reserves the



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- right to remove the person and/or the alcohol from the premises.
21. Excessive amounts of alcohol must not be brought onto the premises.
  22. If any guest or visitor is identified as bringing excessive amounts of alcohol onto the premises, that person will be required to remove the excessive alcohol from the premises immediately, or alternatively, surrender the alcohol to management, which can be retrieved on check-out.
  23. Where any registered guest, or any persons associated with that guest, display irresponsible consumption of alcohol practices and/or alcohol-related poor behaviour, management reserves the right to evict the guest or person from the premises.
  24. No red wine is to be consumed in the bedrooms or lounge areas.
  25. Management also reserves the right to contact the relevant authorities in relation to alcohol matters.
  26. We have a strict policy of 'zero tolerance' regarding the consumption or possession of illegal substances. The consumption of illegal substances (which includes alcohol for those under the age of 18) is not permitted *under any circumstances* anywhere at the Venue.
  27. Any person found in the possession of illegal substances will be evicted and reported to the police immediately. In such case the full booking amount will be forfeited to us.
- Common Property – BBQ Areas and Swimming Pool**
28. Guests must not enter the pool area whilst under the influence of alcohol or illicit substances.
  29. Guests enter the pool and the surrounding area at their own risk and we will not be responsible for any injuries to guests or their visitors while using the Venue facilities.
  30. Guests undertake to:
    - (a) Wear proper swimming attire for use of the swimming pool facilities;
    - (b) Take a shower before entering the pool;
    - (c) Children must be accompanied by a parent, guardian or responsible adult and under strict supervision by said person;
    - (d) No glassware is permitted in the pool;
    - (e) Diving on the grounds or synthetic turf is strictly prohibited as it can lead to injury or damage;
    - (f) Spitting, spouting of water, blowing nose in the pool are prohibited;
    - (g) throwing litter in pool premises is strictly prohibited as it may choke pipe lines/drainage system of swimming pool;
    - (h) Gum chewing is not permitted anywhere in the property for health and safety reasons; and
    - (i) Walk and not to run in and around the pool facility for their and others safety.
  31. Any person suffering from a known serious medical condition (e.g. heart disease, severe circulation problems, epilepsy or respiratory problems) should not use the swimming pool.
  32. We are not responsible for any loss or damage to any personal property, injury, disability or fatality even death arising from whatsoever reasons while exercising or playing in the swimming area.
- Septic and Water**
33. The Venue runs with a septic sewerage system. You must refrain from flushing any items other than toilet paper or waste, down the toilet, as this will block up the septic system.
  34. We also runs on rain water system, so we ask that you be conservative with water usage.
- Behaviour**
35. Guests undertake that;
    - (a) They will maintain acceptable and appropriate noise levels at all times and acknowledge that excessive noise will not be tolerated;



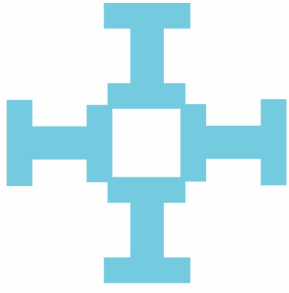
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- (b) They will not act or behave in a way so as to directly or indirectly disturb any other guests, visitors or management;
  - (c) They will act in accordance with these Accommodation Terms;
  - (d) They will not bring any of the following onto the premises:
    - 1. Animals or birds of any kind;
    - 2. Gun powder, oils or other explosives or flammable substances;
    - 3. Objects emitting a foul odour;
    - 4. Objects of an unusually large size or in unusually large quantities;
    - 5. Unregistered firearms, swords or illicit substances; and/or
    - 6. Any other articles, the possession of which is prohibited in Western Australia or Australia.
36. No nudity is observable from inside or outside of the Venue.
37. No adult entertainment will be tolerated.
38. The smoking of cigarettes and tobacco products is completely prohibited in the Venue, including the house, in rooms and surrounding area, other than the designated smoking area. Cigarette butts must be extinguished in the designated pots. Any guests found smoking in rooms will be charged the costs of deodorising the house, including management's administration costs for attending to this.
39. Guests are responsible for the security of the property and their possessions. Guests must lock/secure the property (including any doors or windows) each time they leave the property.
40. Guests indemnify us in relation to any damage to the Premises or the Venue as a result of their failure to lock/reasonably secure the property.
- (a) Take full responsibility for the actions of any visitors, including damage caused to Venue, including rooms or public areas and the rectification of such damages;
  - (b) accept full financial responsibility for any damage caused to any Venue, including the house and its contents and any common areas;
  - (c) Ensure the property is returned in the same condition as at time of initial occupation;
  - (d) Report any damage or breakages immediately;
  - (e) Keep the venue and house tidy and presentable at all times & remove rubbish daily;
  - (f) Not remove crockery, utensils or furniture from the house, and return all furniture items to their original position through out the property, prior to check out; and
  - (g) Pay the fees for a replacement house keys should a guest lose or misplace their allocated keys. This will require a new set of locks. Guests accept the associated fees with the keys are increased due to the nature of the security keys and cost of replacement.
  - (h) Guests indemnify us for any costs, expenses or charges associated with any of the non-compliance with any of the undertakings set out in these Accommodation Terms..
42. Where there is damage to the Premises or the property is not returned in the same condition as at time of initial occupation, guests agree that they will bear the expense of appropriate rectification as deemed necessary by us. Should the property be unsellable, any extra night's accommodation may be charged to the guest account for the period in which the room is unsellable for.
43. Guests consent to costs, charges or expenses under these Accommodation Terms which are, or become, payable by them or a guest in their booking, being recovered from the

### Damage to property

41. All guests undertake to:-



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security deposit for the booking or the allocated credit card for the booking.

44. The occupants of the property are jointly and severally responsible for all inventory in the property they are occupying. The property will be checked upon arrival and departure. Each occupant of the property acknowledges and agrees that they:

- (a) are jointly and severally responsible for the cleanliness/tidiness of the property and will be jointly and severally liable for any cleaning fees;
- (b) are jointly and severally responsible for any missing or damaged items in the property which must be paid for prior to departure; and
- (c) jointly and severally indemnify us and shall keep us indemnified against any loss, costs, expenses, damages or claims we may suffer or incur as a result of or in connection with; (i) any items missing from or damaged in the property; (ii) any damage to the house; (iii) any damage to the premises as a result of their behaviour or their visitor's behaviour.

### Parking

45. The Venue has designated car-parking spaces available for guest use. These spaces cannot be reserved and are provided on an 'as available' basis.
46. Guests must not obstruct or hinder other guests from use of any car-parking facilities, including reserving any car-parking spaces.
47. Use of the Venue's car-park facilities are at guests own risk and liability. Vehicles and guest property, including bicycles, left on any grounds of the Venue are left at guest's liability and responsibility. We assume no liability for any damage, theft and/or loss of any guest property, vehicles, occupants while operated or parked on Venue, including any car-parking areas, and you waive any and all such liability.

48. If a vehicle is left in the Venue parking lot after the guest has departed without our written consent, we reserve the right to have the vehicle towed at the owner's expense. No vehicle repairs are permitted to be undertaken on Venue.

### Lost Property

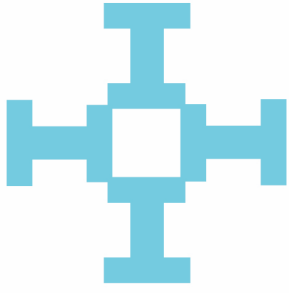
49. Any items left behind by a guest, shall be returned on request and his/her expense.
50. If we do not receive such instructions, we will store the items for a period of 30 days. After this time, if you have not contacted us regarding the lost property, we are authorised to give away the items to a charity of our choice or dispose of the items as we see fit.
51. We do not store perishable or illegal items or substances.

### Room Access/Inspections:

52. Registered guests agree to allow management to, and will not hinder management from doing the following;
- (a) enter the house or room at anytime on the report of a disturbance or breach of any of the Accommodation Terms; and/or
  - (b) enter the house or room in the presence of the registered guest to undertake routine maintenance inspections.
53. Management reserves the right to enter the house at any time without the presence of the registered guest in circumstances where there is strong evidence damage is being caused, or is likely to be caused to the house, furniture or fittings or there is a breach of these Accommodation Terms.

### Fire

54. Guests undertake that:
- (a) Careless and/or deliberate activation of the Venue fire alarm system, (including but not limited to in room alarms, corridor manual call points, fire hoses, extinguishers and sprinkler systems) will be reported to the relevant authorities and they will be responsible for



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- payment of the Western Australia fire services, or applicable authority's, charge out fee;
- (b) they are prohibited from doing any act which is likely to cause a fire and from using any heat-generating articles in a Venue such as a water heater, cooking appliance or iron, save for the items already provided in the Venue room;
- (c) The registered occupants jointly and severally indemnify us against such fire service call-out charge; and
- (d) Guests and visitors are not to use any emergency exits, stairwells or doors other than in the event of an emergency.
- (e) Guest jointly and severally indemnify us and shall keep us indemnified against any loss, costs, expenses, damages or claims and you will hold us harmless, from any fines or prosecution in the event either you or your guests breach any law such as but not limited to fire restrictions or fire damage, crop or property damage. You will be liable for any direct, indirect or consequential loss suffered including being liable for the payment in order to rectify any damaged property so as to be placed back to its original state plus any payment of any fines, damages or charges incurred by us on a full indemnity basis.
- these Accommodation Terms, from the deposit bond or credit card for the booking.
57. A first and final warning may be issued to guests who breach these Accommodation Terms where we deem applicable. However, management reserves the right to evict any person(s) in breach of these Accommodation Terms without warning.
58. Management reserves the right to refer any matter(s) to the Police or relevant authority.
59. Guest and visitors agree to provide staff with full authority to administer first-aid as deemed necessary in the event of injury/emergency which may include calling an ambulance. Guests release us from any liability, claim, loss or damage as a result of our staff administering any first-aid in accordance with these Accommodation Terms.

### Our Responsibility

60. We will not be responsible for, or liable for, any damage, loss or theft of any items, property, or valuables on or at the Venue.
61. We are not responsible for, or liable for, any loss or damage to any personal property, injury, disability or fatality even death arising from whatsoever reasons whilst occupying or on Venue.

### Breach of the Accommodation Terms

55. Management reserves the right to enforce eviction of any guests or occupants at its discretion without explanation, if it is confirmed that a breach of these Accommodation Terms has occurred.
56. If any guests are evicted due to a suspected breach of these Accommodation Term, guests acknowledge and agree that any amounts paid for the booking shall be forfeited to us, and we are authorised to charge any amounts payable under