

Wagin Cottage Garden Bed and Breakfast

Booking Conditions

Please be sure of your dates and travel plans before you book your stay with us. If you make a booking with us, we will assume you have accepted the following Booking Conditions:

- **Bookings:** All bookings made by phone, email, or online are charged 100% of your total stay at the time of booking.
- **Cancellations:** We accept cancellations up to 2pm, two days before your planned arrival. We will refund the total nett funds we have received for your booking. For example, if we have been charged credit card fees or commissions on your booking...these will be deducted from your refund...so we are not out of pocket. As we have additional expenses incurred after the 48 hour cut-off, we will refund all but the first nights accommodation charge. During major events, the free cancellation period may be changed. Guests will be advised at time of booking.
- **COVID:** As Covid-19 is now a foreseeable event, late cancellations due to government travel restrictions, fear of travel, illness or change of mind are subject to our normal cancellation policy. We recommend obtaining Travel Insurance to cover these events.
- **Booking Changes:** We will accept date changes up to 2pm, two days before your planned arrival, without charge. Changes requested after that time will incur a \$50 administration fee.
- **Early Departures:** While we sympathise with unforeseen circumstances, once you have checked in the room is no longer available to others and therefore no refunds will be given.
- **No-Shows:** If you have a confirmed reservation and you do not arrive, we will consider the reservation to be a No-Show and we reserve the right to cancel your booking for any subsequent nights and retain the first night's accommodation charge.
- **Visitor Policy:** Wagin Cottage Garden Bed and Breakfast is a private place for rest and relaxation for our registered guests. Due to Insurance and Security reasons, we are not able to accept your guests on our property.
- **Pets and/or Animals** – We regret that we are not able to permit pets of any kind in our Bed & Breakfast, nor on our property. The exception to this policy is a Certified Assistance Animal, and we reserve the right to request and view the appropriate Certification.
- **Smoking Policy. By Law, Smoking or Vaping is prohibited ANYWHERE on our property.** Anyone found to have been smoking on our property will be asked to leave, without a refund. They may also be charged a \$200 room cleaning fee and will be required to cover any fines imposed by the Authorities.**Wheelchairs:** We are not wheelchair accessible, due to stairs and narrow doorways.
- **Fire Safety:** No candles are permitted on the property and we ask that Guests refrain from the use of Body Oils and Lotions on the bed sheets. Please refrain from using any electrical appliances such as heaters, cooking appliances or irons that could cause a fire.
- **Rate Changes:** Our Rates are always subject to change, without notice. This does not affect existing bookings.

- **Breakfast:** Our Rates include a Buffet Continental Breakfast, served in the Dining Room till 9am. A cooked breakfast can be purchased. We can not guarantee our food is Gluten-free nor Nut-free.
- **Check In:** Check-in time begins at 3:00 PM. Early check in is not permitted, due to the time required to complete cleaning and sanitisation requirements. Check in closes, and our doors are locked, at 8:00 PM, unless prior arrangements are made. If you are arriving after 6pm, please let us know in advance...so that we can make the appropriate arrangements. Luggage storage before check in is not available, due to security and insurance requirements.
- **Check Out:** Check-out is before 10:00 AM, as time is needed to prepare the room for the next guests. Late check out is not available, due to the aforementioned cleaning and sanitisation requirements. We can not hold luggage for Guests after check out.
- **Damage or Loss:** We reserve the right to charge guests the cost of rectifying any damage or loss caused by deliberate, negligent or reckless acts or omission during their stay. Should this damage come to light after the guest has departed, we reserve the right to make a charge to guest's credit/debit card, or send an invoice for the amount required to make good or remedy any such damage to the property. We will make every effort to keep any costs that the guest would incur to a minimum.
- **Towels.** We provide a bath towel for each person, which is replaced after 3 days. If you need an early replacement please ask us. Please do not use our towels for cleaning make-up or for dyeing hair. If the towels are soiled by chemicals or lotions, a special cleaning or replacement fee will be charged.
- **Children:** We remind all guests that we are an adult accommodation property, catering for guests 12 years and older. We do not have cot facilities and there are many dangers for children in our garden. Guests arriving with small children may not be able to stay and could forfeit their booking with no refund. Please contact us before making your booking if you are unsure.
- **Valuables:** Please do not leave important personal belongings or valuables unsecured in your guest room. The Wagin Cottage Garden Bed and Breakfast is not responsible or liable for any guest loss or damage of property or person.
- **Policies Acceptance:** If you do not like or want to comply with our policies at anytime prior to check-in you are welcome to cancel your booking with us.
- **Prohibited Items:** Please do not bring onto the premises of the Bed and Breakfast any of the following:
 1. Animals or birds of any kind, except service dogs;
 2. Gunpowder, oils or other explosives or in-flammables;
 3. Objects emitting a foul odour;
 4. Any firearms or weapons;
 5. Objects of an unusually large size or in unusually large quantities; and
 6. Illegal drugs or other articles, the possession of which is prohibited by law

- **Parking** - We offer free off-road parking for your car...on a first come first served basis. The users of the car park do so at their own risk. Wagin Cottage Garden Bed and Breakfast will not accept any liability for any Accidents, Damage or Loss Incurred.
- **Cleaning Service:** You will find your bedroom clean when you arrive and it will be cleaned when you depart. Extra cleanings are available for a fee.
- **Cooking:** For safety, council regulation and cleanliness reasons, cooking, of any sort, is prohibited in bedrooms or public areas. Our property is not self-catering and it is expected that Guests partake of lunch and evening meals off-site. However, Guests are permitted to eat take-away meals ... in the dining room only. A Guest BBQ is located in the back yard and can be used to cook meals. If Guests are found to have cooked inside the premises, they may be charged a \$200 room cleaning and de-odorising fee.
- **Smoke & CO2 Alarms:** Guest actions that result in triggering a fire alarm will result in a minimum \$550 fine to cover the cost of the call out fee imposed by the Fire Fighting Authorities. This includes, but is not limited to, smoking in guest rooms, excessive use of powders, sprays or aerosol products outside the bathroom and covering or tampering with smoke detectors or Co2 detectors.
Covering or tampering with smoke or Co2 detectors is extremely hazardous to the safety of our guests and will be treated severely. It may result in a fine being imposed, costs for damages and repair or criminal action... in the case of injury or property damage. Offenders will be evicted from the premises without recompense.
- **Disturbance:** Wagin Cottage Garden Bed and Breakfast is located in a residential area. Guests shall not make any unlawful, noisy or otherwise offensive use of the premises, nor commit or permit any nuisance to exist thereon, nor cause damage to the premises, nor create any substantial interference with the rights, comfort, safety, or enjoyment to the owners or other guests. **Our quiet time is 10:30pm till 7am**
- **KEYS:** Missing keys are a security issue. If you are issued with property keys, there is a \$250 fee for lock replacement if any keys are lost.

. **We strongly recommend you purchase comprehensive travel insurance**

WIFI TERMS + CONDITIONS

Welcome to The Wagin Cottage Garden Bed and Breakfast Wifi service.

The Wifi is a free service, which is made available at our property for limited, personal use. Login codes will be provided on your arrival.

To use our Wifi, you need to access this Wifi from your mobile device or computer. Access to and use of the Wifi is subject to these Terms and Conditions, and by accessing the Wifi, you agree to accept these Terms and Conditions. These Terms constitute a legally binding agreement between you and The Wagin Cottage Garden Bed and Breakfast.

If you do not agree to these Terms + Conditions, you must not access or use this Wifi. These Terms are effective from 20th November 2021.

Obligations and limitations

You must not use the Wifi for an inappropriate purpose, including:

1. to transmit, access or download defamatory, offensive, obscene or pornographic material;
2. to reveal or publish proprietary, classified or confidential information;
3. in connection with the breach or attempted breach of any law;
4. in connection with any infringement of a third party's intellectual property rights;
5. to attempt to penetrate the computer or network security of any company or any other information technology, data or telecommunications system, equipment or network;
6. to introduce any computer virus, Trojan horse, worm or other code which is intended to or would have the effect of intercepting, accessing, copying, disrupting, impairing, denying or otherwise adversely affecting security, performance, integrity, reliability, access to or use of any information technology, data or telecommunications system, equipment or network; or
7. to obtain any unauthorised access (or attempted access) to any other person's computer, email account or equipment.

Security

You acknowledge and agree that there are inherent security risks associated with using a wireless internet service, and that use of the Wifi is solely at your own risk. We recommend that you take any necessary measures to protect the security of your devices and data, including using secure transmission techniques (such as encryption, backups and personal firewalls).

Availability, liability and monitoring

You acknowledge that The Wagin Cottage Garden Bed and Breakfast:

1. Is not under any obligation to provide the Wifi;
2. Is not liable for and is not obliged to remedy any faults, malfunctions, issues or problems with the Wifi;
3. Does not guarantee that the Wifi will be continuous, stable, fault-free, timely, reliable, operational or suitable for supporting your intended use; and

4. Is not liable for any loss or damage caused or contributed to, either directly or indirectly, from your use of the Wifi. You are responsible for all of your activity in connection with the Wifi.
5. May access, read, preserve and disclose any information (including by monitoring, intercepting and logging transmissions across the Wifi, location tracking, video footage and matching of device identifiers such as IP addresses) for purposes including:
 - to satisfy any law or regulation;
 - to enforce these Terms, including investigation of potential violations of these Terms; or
 - to detect, prevent or otherwise address fraud, security or technical issues.

Since electronic services are subject to interruption, breakdown and failure, access to the Wifi is offered only when it is available. Technical support services are not provided.

Revocation of access

We may, in our absolute discretion, revoke, block or limit your access to:

1. The Wifi; or
2. Any website, content or protocols that you may seek to access using the Wifi, at any time for any reason and without notice, including (without limitation) if you are using the Wifi in breach of these Terms.

Liability

Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under any law (including the Australian Consumer Law) which may not be excluded, restricted or modified by agreement (Your Consumer Rights).

Where you suffer any loss in connection with this Wifi and you must take all reasonable steps to minimise your loss, including notifying us without delay if there are steps we can take to minimise your loss.