Bendooley Estate
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# FULL TERMS AND CONDITIONS

## 1. IMPORTANT

i. Please carefully read Our Full Terms and Conditions, also referred to within this document as "T&C's";
ii. These T&C's apply to all accommodation bookings at Bendooley Estate, and You are deemed to have accepted them on making a booking;
iii. Within these T&C's the person making a booking for and all persons who stay in Our Cottage/s are referred to as "You and or Your";
iv. Bendooley Estate is referred to "Us, We, Our" along with third party booking agencies, including online websites and any other party associated with Bendooley Estate which is authorised to make a booking;
v. Within these T&C's we refer to "Cottage/s" as namely Our 'Studio Cottage', 'Book Barn Cottage', 'Pegasus Cottage (*offsite*)', 'May Gibbs Cottage', 'The Loft', 'The Lake House' and 'The Homestead'.
vi. CCTV surveillance operates at Bendooley Estate for safety, security and property protection purposes. Cameras are located only in common areas and public areas, including entrances, car parks, gardens, bars, BBQ and pool areas, and shared internal common areas within The Homestead, such as the common lounge, dining areas, and billiards room. CCTV is not installed in private areas, including bedrooms, bathrooms, toilets or change rooms. All CCTV footage is managed in accordance with applicable NSW and Commonwealth privacy and surveillance laws. By entering the Estate, You acknowledge that CCTV operates in common areas.

## 2. Booking and Payment

i. Bookings can be made at bendooleyestate.com.au, through third-party booking agencies and authorised providers or by phoning reservations on 0427 318 007 or 02 4868 8788;
ii. Bookings are subject to availability and pricing at the time. Conditions and exclusions may apply;
iii. We reserve the right to refuse any booking;
iv. **Studio/s, Book Barn, Pegasus (offsite) and May Gibbs Cottages**
   a. Our mid-week tariffs are for Monday, Tuesday, and Wednesday nights;
   b. Bookings in Our Cottage/s are subject to minimum two (2) night stay on Thursday, Friday, Saturday and Sunday nights;
   c. Weekend tariffs apply to Thursday, Friday and Saturday nights, and We also offer a Sunday night tariff.
v. **The Loft, The Lake House and The Homestead**
   a. Bookings in Our Cottage/s are subject to a minimum two (2) night stay all week, from Monday to Sunday nights;
   b. We offer tariffs from Sunday through to Thursday nights and weekend tariffs apply for Friday and Saturday nights up until December 2025;
   c. Commencing from 2026, We offer a tariff from Monday to Sunday nights;
vi. Public holiday periods have a minimum two (2) night stay, and are categorised as weekend tariffs plus a public holiday surcharge;
vii. Cottage tariffs for additional guests are charged as per Our pricing schedule. The number of guests permitted to occupy a Cottage is limited to Our stated capacity;
viii. At the time of booking a reservation a fee equal to 50% of the booking tariff must be paid by credit card or direct deposit transfer (pre-approval required); The balance of the booking tariff is due in full 31 days prior to check-in. Only after payment of this balance is a booking confirmed (excludes Cottage/s booked as part of a Wedding or Conference Booking Agreement);
ix. If We do not have Your valid credit card details, You agree to provide them when contacted by Us;
x. By providing your credit card details to Us, You authorise Us to securely store and process credit card information in compliance with applicable data protection laws and regulations;
xi. Transaction fees will apply to payments made by credit card, and the fee will be disclosed at the time of booking.

## 3. Cancellation or Aborted Bookings

i. We are a boutique property and cancellations affect Us greatly therefore, a refund in respect of a cancelled or aborted booking is available only as set out below, in Our agreement, and at Our absolute discretion;
   a. If written notice of a cancellation is received at least 31 days prior to Your confirmed check in date, 100% of Your payment received for Your booking, less any transaction or third-party fees will be refunded;
   b. If notice of a cancellation is received less than 31 days before the confirmed check in date, 100% of the payment received for Your booking will be forfeited;
   c. If You wish to transfer or vary Your original booking, for example, date or length of stay or Cottage/s room/type, You may do so up to 31 days prior to Your confirmed check in date without penalty charges. Subject to availability and tariffs applicable at the time;
   d. If You wish to transfer or vary Your original booking, for example, date or length of stay or Cottage/s room/type, within the 30-day period prior to Your confirmed check in date, this will be considered as a cancellation and 100% of the payment received for Your booking will be forfeited. We will attempt to resell Your booking dates and may activate Our dynamic pricing schedule, meaning We resell Your booking dates at a reduced rate. Should Your booking dates resell, You will be entitled to a partial refund (excluding booking fees) at the discretion of management;
ii. Should You wish to extend the duration of Your stay or wish to upgrade the Cottage/s room/type, We will endeavour to facilitate Your request depending on Our availability.

## Wedding or Conference Booking Agreement – Cancellation or Aborted Bookings

4. The above cancellation policy does not apply to any Cottage/s booked as part of a Wedding or Conference Booking Agreement. Your Agreement is a binding contract and 100% of the total contracted amount will be payable for cancellation at any time.

## 5. Unforeseen Circumstances

i. We reserve the right in Our absolute discretion to cancel Your booking at any time due to unforeseen circumstances which affect in any way Our ability to deliver Your booking and/or services associated with Your booking.

## 6. Security Bond – Pre-Authorisation

i. A security bond may be required for accommodation bookings at Bendooley Estate, depending on the type of accommodation booked and the nature of the reservation;
ii. Where a security bond is required, it will be pre-authorised on the guest's valid credit or debit card at the time of check-in;
iii. Security bond amounts, where applicable, are determined by the type of accommodation booked and the number of cottages reserved under a single booking;
iv. Where multiple cottages are reserved as part of one booking, Bendooley Estate may require a single consolidated security bond of up to $5,000, which applies collectively to all accommodation booked under that reservation;
v. Indicative security bond amounts are as follows:
    a. Studio Cottages - $200;
    b. Two Bedroom Cottages - $400;
    c. Three Bedroom Cottages - $600;
    d. The Lake House - $750;
    e. The Loft - $750;
    f. The Homestead - $5,000;
vi. Any security bond taken is held as a pre-authorisation only and will not be charged, provided all accommodation included in the booking is vacated in a satisfactory condition and in accordance with these terms and conditions;
vii. Bendooley Estate reserves the right to apply all or part of the security bond to cover costs arising from, including but not limited to:
    a. Damage to the accommodation, furnishings, fittings or fixtures;
    b. Excessive or additional cleaning requirements;
    c. Missing or damaged items;
    d. Breaches of these terms and conditions by the guests or their invitees;
viii. All damage will be assessed at the sole discretion of Bendooley Estate;
ix. Any unused portion of the security bond will be released following departure and inspection of accommodation booked, generally within 24 hours of check-out;
x. By checking in, the guest authorises Bendooley Estate to hold and, where necessary, process the security bond in accordance with these terms and conditions.

## 7. Cottage Check-in and Check-out

i. **Studio Cottages, Book Barn Cottage, Pegasus Cottage, May Gibbs Cottage and The Loft**
    a. Check-in commences from 2:00pm on the day of arrival;
    b. Check-out is by 10:00am on the day of departure;
    c. Late check-out will incur a late fee of $50 per hour or part there-of between 10am – 12pm, and $100 per hour or part there-of after 12pm.
ii. **The Lake House**
    a. Check-in commences at 4:00pm on the day of arrival;
    b. Check-out is by 12:00pm (midday) on the day of departure;
    c. Late check-out will incur a late fee of $100 per hour or part there-of between 12:00pm – 1:00pm, and $200 per hour or part there-of after 1:00pm.
iii. **The Homestead**
    a. Check-in commences at 4:00pm on the day of arrival;
    b. Check-out is by 12:00pm (midday) on the day of departure;
    c. In the case of Your wedding ceremony, access to the bridal suite at the front of The Homestead will be available 1 hour prior, and closed 1 hour after the conclusion of Your ceremony;
    d. For the duration of any wedding ceremony in the gardens adjoining The Homestead, access to the Billard Room will be restricted generally between 2:00pm-4:00pm;
    e. Late check-out will incur a late fee of $100 per hour or part there-of between 12:00pm – 1:00pm, and $200 per hour or part there-of after 1:00pm.

## 8. Cottage Allocation

i. Allocation of Your Cottage/s is solely at Our discretion.

## 9. Cottage Occupancy and Additional Charges

i. The maximum occupancy for each Cottage is detailed as per Our pricing schedule. Any further additional guests, including children, must be approved prior to arrival and may incur additional charges;
ii. At departure Your credit card will be debited with any unpaid additional charges ("also known as Extras") incurred by You and or Your guests;
iii. You authorise Us to charge Your credit card for extra charges;

iv. Extras include, but are not limited to, property damage or breakage, moved furniture that results in the damage of Our fixtures or fittings, unforeseen repairs, theft or disappearance of Our property, unnecessary maintenance call-outs, extra cleaning or rubbish removal, fumigation for smoke or smoking penalties, unauthorised party or gathering in cottage/s, early check-in fees and late check-out fees, extra catering, additional guests and special request costs whether incurred during or after Your stay.

## 10. Cottage Servicing and Special Requests

i. Your booking does not include daily Cottage servicing;
ii. Your Cottage/s are serviced after the 3rd night during long stays;
iii. If You wish to have Your Cottage/s serviced more frequently an additional charge will apply;
iv. Our cottages are to be left in a tidy condition upon departure, with dishes washed. All rubbish from Our Studio Cottages should be disposed of in the bins provided inside, and rubbish from all other cottages must be removed and placed in the bins located outside;
v. Whilst We will attempt to satisfy all special requests, We do not guarantee all special requests can be accommodated.

## 11. Pet Policy

i. Your pet/s are permitted at our two-bedroom Book Barn Cottage and Pegasus Cottage (*offsite*) for the duration of Your stay, an additional fee of $250.00 per cottage will apply. Your pets are prohibited at all other Cottages; maximum 2 pets permitted;
ii. In the case of any damage caused to property or injury to persons by the pet/s, or if the pet/s escapes, is injured or dies, then full liability lies with You. Bendooley Estate accepts no responsibility for the pet or its actions.

## 12. Unauthorised Event, Function, Party and or Gathering

i. Holding an event, function, party and or gathering in or around the Cottage/s is strictly prohibited ("Unauthorised Event, Function, Party and or Gathering");
ii. In the case of an unauthorised event, function, party and or gathering;
   a. You will be requested to vacate the Cottage/s immediately;
   b. Your booking will be cancelled without refund;
   c. You agree a $5,000 penalty fee may be charged to You by Us in Our absolute discretion;
iii. Unregistered accommodation guests are prohibited onsite after 11pm;
iv. All events, functions, parties and or gatherings are to be disclosed to Bendooley Management prior to Your arrival.

## 13. Restricted Areas and Noise Policy

i. Access is restricted from time to time to the front garden which includes, the Cypress Tree, the Oak Tree, Rose Garden and Lakeside Pavilion. When private or exclusive events are being held, these areas and the immediate surroundings are considered as restricted areas;
ii. You agree that the restricted areas are designated to guarantee the events being held are respectfully private, ensuring exclusivity is preserved and the event remains uninterrupted;
iii. Access to the front gardens at The Homestead is for Your quiet enjoyment. Our gardens are intended for passive recreation only, and group gatherings, ball games or amplified sound are not permitted;
iv. You agree to ensure for all guests staying onsite that comfort, enjoyment and considerations are given to all by observing quiet hours between 11pm until 6am;
ii. You agree to ensure noise levels are always at a respectful level, and noise that is deemed disruptive will not be tolerated;
iii. In the case of noise breaches, management will issue a warning to request an immediate reduction of noise, and a repeat offence will result in the following;
   a. You will be requested to vacate the Cottage/s immediately;
   b. Your booking will be cancelled without refund;
   c. You agree a $5,000 penalty fee may be charged to You by Us in Our absolute discretion.

## 14. Smoke-free Environment

i. Our Cottage/s are a smoke-free environment, for private residential use and smoking in the Cottage/s is strictly prohibited. Designated outdoor smoking areas are available;
ii. In the case of breaching our smoke-free environment;
   a. You will be requested to vacate the Cottage/s immediately;
   b. Your booking will be cancelled without refund;
   c. You agree a $1,000 penalty fee may be charged to You by Us in Our absolute discretion.

## 15. Pool Usage, Guidelines, Safety, Restrictions, and Liability

i. Access to Our pool is strictly available for guests staying in The Homestead only;
ii. Our hours of operation are at the discretion of Our Management team. Our pool is closed daily between 10pm and 6am. Our pool may also be closed between 2:00pm and 6:00pm for events, maintenance and cleaning; in these cases, general pool access may be restricted;
iii. Pool usage outside of Our operational hours is prohibited;
iv. Children under the age of 12 years old must always be accompanied by an adult while in Our pool area, and are not allowed in Our pool without direct adult supervision;
v. You agree that children and adults who are not proficient swimmers will wear their own appropriate flotation devices;
vi. Lifeguards are not on duty, and it is the responsibility of each swimmer to ensure their own safety while using Our pool;
vii. All swimmers use the pool at their own risk, and We are not responsible for any personal injury, lost items, or accidents that occur while using Our pool;

viii. Your personal pool toys, floats, and other personal items must be used responsibly and should not obstruct other swimmers;
ix. Diving is not permitted, and You agree to refrain from running, pushing, or engaging in dangerous activities near the pool;
x. Our pool area is a smoke-free environment and smoking is not permitted in or around Our pool;
xi. Appropriate swimwear must be worn at all times in Our pool. Non-swimwear clothing such as jeans, nappies, or undergarments are not allowed. Shoes and other footwear must be removed before entering Our pool;
xii. For the safety of all Our guests; glass is not permitted in Our pool area, along with all food and or alcoholic beverages (excluding bottled water);
xiii. Our pool furniture (e.g. lounges, umbrellas) must be returned to their designated spots after use;
xiv. Please be considerate of other pool users and events at the Estate by limiting poolside noise; avoid disruptive behaviour, including aggressive behaviour; loud talking, music or splashing will not be tolerated and may result in removal from the pool area;
xv. We reserve the right to remove guests who display behaviour deemed unsafe or disruptive; including behaviour deemed as disruptive to events being held at Bendooley Estate.

## 16. Tennis Court Usage

i. Access to Our tennis court is available for guests staying in The Homestead and Lake House only;
ii. All tennis court reservations must be made in advance and can be done so through reception;
iii. Our hours of operation are at the discretion of management, booking times are subject to availability, and You may reserve Our tennis court for a maximum of 1 hour per session;
iv. Equipment will be available for Your usage from reception and must be returned to reception at the completion of Your activity; additional fees apply for broken or damaged equipment; including equipment lost and not returned;
v. For safety of all Our guests; glass is not permitted on Our tennis court along with no pets, food and or alcoholic beverages (excluding bottled water);
vi. Please be considerate of other tennis court users and events at the Estate by limiting noise; avoid disruptive behaviour, including aggressive behaviour; loud talking or music will not be tolerated and may result in removal from Our tennis court;
vii. We reserve the right to remove guests who display behaviour deemed unsafe or disruptive; including behaviour deemed as disruptive to events being held at Bendooley Estate.

## 17. Your Responsibilities, Guidelines and Liabilities

i. You acknowledge that We are a luxurious Estate and You agree to take full responsibility for the care and condition of Your Cottage/s, including all its furnishings, fittings and fixtures throughout the duration of Your booking. Any damages and breakages caused by You or Your guests must be repaired and or fully replaced at Your expense, in line with Our standards of Bendooley Estate;
ii. You are responsible for the safety and security of Your personal possessions and belongings during the term of Your booking including, but not limited to, clothing, jewellery, cash, documents, electronic devices and motor vehicle/s;
iii. Bendooley Estate is also a working property, and farming features such as unfenced dams, livestock, pipes, bores, sheds, fences and vegetation, form part of Our Estate. You agree to take the utmost care to ensure that Yourself and Your guests keep safe and well clear of such hazards;
iv. To ensure the safety of guests, employees, contractors and pedestrians, You agree all vehicles operating on the property must drive at 20km/h. Speeds limits are enforceable by management and traffic safety rules apply throughout the property;
v. You agree that children will not be left unattended anywhere on Our Estate, including inside a Cottage/s or in a vehicle/s;
vi. You are responsible for the supervision of any children in Your group at all times during Your stay;
vii. We accept no responsibility whatsoever for any loss or damage suffered by You, including any harm to You, Your guests and or children in Your group at any time You are on Our Estate.

## 18. Release and Indemnity

i. To the full extent permitted by the law, You agree to release, indemnify and hold harmless, Us and Our current and former officers, employees, contractors, sub-contractors, consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential & economic loss, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by or attributable to Your booking or Your stay at Bendooley Estate;
ii. To the extent permitted by law, the aggregate of Our liability to You is limited to an amount not exceeding the amount paid by You for Your booking;
iii. Each indemnity in these T&C's is a continuing and independent obligation and survives the termination or expiry of these T&C's.

## 19. Use of Information

i. You consent and authorise Us to collect, use and disclose Your personal information to administer Your booking and provide You with services associated with Your booking;
ii. You consent to Your personal information being used by Us to inform You about offers and promotions which relate to Us and Our operations;
iii. We will not provide or disclose to any person other than a related body corporate of Us, any information You have provided to Us without Your written consent.

## 20. Consumer Law

i. To the full extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Us are excluded under these T&C's;

ii. Nothing contained in these T&C's excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that such law permits Us to limit Our liability, then Our liability is limited to:

   a. for services - supplying them again or payment of the cost;
   b. of having them supplied again; and
   c. for goods - replacing or repairing them or supplying equivalent goods, or payment of the cost of replacing or repairing them or supplying equivalent goods.

## 21. General

i. These T&C's are governed by and construed according to the laws of the state of New South Wales, Australia;

ii. If part or all of any clause in these T&C's is illegal, invalid or unenforceable then it must be read down to the extent necessary to ensure that it is not so. If that is not possible, it will be severed from these T&C's and the remaining provisions of these T&C's will continue to have full force and effect.

## 22. Acceptance

i. At the time of booking, You agree to accept these Terms and Conditions.