



## TERMS & CONDITIONS

### Bookings

- All accommodation bookings must be guaranteed at the time of reservation by the provision of credit card details
- A deposit of between 50-100% of your total booking will be processed at the time of your booking. Please refer to our accommodation booking policies for specific deposit conditions at the time of your booking as these will vary depending on the type of accommodation package booked. If you are booking through a third party, including Online Travel Agents, the deposit terms of that third party will apply.
- All rates are quoted in Australian Dollars (AUD).
- All rates are inclusive of the Goods and Services Tax (GST), currently at 10%, as mandated by Australian law. Yering Gorge Cottages reserves the right to review all guest cottage rates quoted in the event of an increase to the Australian Goods & Services Tax from its current level of 10% by the Australian Government, or the introduction of any new tax, fee or levy by any Australian (Federal or State) authority.
- Please be aware that a 1.75% non-refundable credit card surcharge is applicable to payments made by American Express (AMEX) card.
- By providing your credit card details you warrant that you have the authority to use the nominated credit card and you authorise Yering Gorge Cottages and The Eastern Golf Club to charge the cost of your booking including accommodation, any additional services and touring options to the credit card.
- If you are booking through a third party, including Online Travel Agents, the terms and conditions of that third party also apply.
- If your booking includes the provision of services by an independent tour operator not affiliated with Yering Gorge Cottages or The Eastern Golf Club, the terms and conditions of that third party also apply.
- We recommend you purchase comprehensive travel insurance at the time of booking. We suggest that the policy should include, but not be limited to, the reimbursement of any monies paid in the event the travel is cancelled; loss or damage to personal belonging and loss of money and medical expenses.



### Minimum Night Stays

- A two (2) night minimum stay applies for Friday and Saturday bookings and selected Public Holidays throughout the year.
- A two (2) night minimum stay applies for the period December 23, 2018 until January 6, 2019 and December 22, 2019 until January 12, 2020.



### Whilst Staying

- All personal belongings and vehicles brought into the cottage, surrounding cottage precinct, clubhouse and sporting facilities and / or carpark remain your responsibility and Yering Gorge Cottages or The Eastern Golf Club is not responsible for any loss or damage experienced; and you agree that you will not make any claim against the business regardless of how, or where, the loss or damage occurred.
- You agree that any outstanding charges for goods or services not billed at the time of your departure, or any costs incurred to make good any damage or excessive cleaning caused by you or your guests during your stay

may be charged to the method of payment left at the time of arrival or used to settle your account at the time of departure.

- Guests and their visitors must act in an appropriate manner whilst staying or visiting and not undertake any behaviour or activity that is, in the opinion of Yering Gorge Cottages, considered to be dangerous, noxious, offensive or illegal.
- Yering Gorge Cottages has a NO PARTY Policy and you acknowledge that your booking may be cancelled if the business, in its opinion, deems any person (s) behaviour as unacceptable and full payment for the entire booking will be forfeited.
- Yering Gorge Cottages is a non-smoking venue; guests and their visitors are permitted to smoke on their private deck and are asked to dispose of their cigarette ash, butts and matches thoughtfully using the ashtrays provided.
- Guest (s) must allow Yering Gorge Cottages and its agents or servants free access to and from all parts of their cottage to provide requested services and / or repairs and maintenance.
- Guests and their visitors must ensure they observe all relevant statutes, statutory rules and regulations, notices and orders.
- If a Total Fire Ban is declared by the relevant authority, guests and their visitors must ensure they observe all necessary precautions including, but not limited to the use of barbeques, cigarettes and personal lighters.
- Yering Gorge Cottages are not to be used for commercial use during your stay unless prior approval has been provided. Commercial photo shoots are not permitted without the prior approval of Yering Gorge Cottages and a shoot fee may apply.



### **Additional Guests & Child Policy**

- All rates quoted are based on the below standard occupancy:
- One-Bedroom Cottage: Two (2) guests
- Two-Bedroom Cottage: Four (4) guests
- Four-Bedroom Cottage: Eight (8) guests
- Additional guests, up to the maximum permitted occupancy below, are charged a nightly rate inclusive of continental breakfast. In the event you have more than the standard occupancy staying, that was not advised at the time of the booking being made, we reserve the right to charge the additional person rate.
- One-Bedroom Cottage: Three (3) adults or two (2) adults & two (2) children
- Two-Bedroom Cottage: Five (5) adults or four (3) adults & two (2) children
- Four-Bedroom Cottage: Ten (10) adults or ten (10) adults & two (2) children
- One (1) Rollaway Bed is permitted per cottage and is restricted to children under 12 years of age only. One settee is provided per cottage. An additional person charge applies and is inclusive of Continental Breakfast provisions.
- One (1) Cot per cottage is permitted and is restricted to infants aged two (2) years and under – a nightly charge
- Children / Infants electing to share existing bedding as their parents will not be provided with breakfast provisions.



### **Check-In & Check-Out Policy**

- Check-in time is from 2.00pm. Any arrival prior to this time may incur a charge of an additional night's accommodation rate.
- Check-out time is before 10.00am. Any departures after this time and prior to 4.00pm may incur a charge of an additional night's rate. Departures after 4.00pm will be charged an additional night's rate.



### **Cancellation / No Show Policy**

- All cancellations must be received via telephone or in writing.
- We have a range of special accommodation packages that have their own Terms & Conditions and you should check the cancellation policies prior to making your booking. If you are booking through a third party, including Online Travel Agents, please refer to their cancellation policies.
- Except for special accommodation packages or group bookings, any cancellations received between sixty (60) and eight (8) working days of the scheduled arrival date will be charged a cancellation fee equal to 10% of the total accommodation charge.
- Cancellations received between seven (7) and three (3) days of the scheduled arrival date will incur a cancellation fee equal to 50% of the total accommodation charge.

- Cancellations received within three (3) working days of the scheduled arrival date will incur a cancellation fee of 100% of the total accommodation charge.
- Reservations not checked-in on the confirmed day of arrival will incur a cancellation charge equal to 100% of the total accommodation rate.
- Early departures may incur a cancellation fee equal to the remaining night's accommodation booked.
- Cancellation of any services or tours that are delivered by an independent tour operator, not affiliated with Yering Gorge Cottages or The Eastern Golf Club, will be subject to that third-party operator's cancellation charges.



## Private Nature Reserve

- We are very proud of our natural environment and strive to maintain Yering Gorge Cottages as close as possible to its purest form. We encourage you to take photos and leave only footprints.
- Yering Gorge Cottage's private Nature Reserve is home to resident populations of Eastern Grey Kangaroos, Echidnas and Wombats and over 200 species of native bird life that are all protected under the Wildlife Act 1975. Guests and their visitors must ensure they DO NOT undertake any activity that may be deemed harmful, in the opinion of Yering Gorge Cottages or the relevant Government authorities, to the wildlife including, but not limited to, touching or feeding them.
- Guests are asked to take great care when driving to and from the cottage precinct as our native wildlife roam freely across the nature reserve and golf course. Should you discover an animal that has been wounded please notify our Reception or call our out-of-hours emergency contact number immediately so that we can ensure the injured animal is treated ASAP.
- Guests and their visitors are not permitted to swim in the section of the Yarra River that runs through Yering Gorge.
- Guests and their visitors must present their current Victorian Fishing Licence(s) before undertaking any fishing in the section of Yarra River that runs through Yering Gorge.
- When undertaking any activity throughout the identified trails including, but not limited to, bushwalking and mountain bike riding guests and their visitors must ensure they always wear enclosed footwear. Protective helmets must be worn if undertaking bike riding.
- Guests and their visitors must not collect, or consume, any flora that they discover within the nature reserve.



## Golf

- All green fees are quoted per person, per round; and inclusive of GST.
- Green Fees are only available to guests and their visitors staying at Yering Gorge Cottages.
- Golf Availability: Sunday – Tuesday & Thursday -Friday subject to available Tee Times. (All other days are subject to request).
- Guests have full access to the Club's Practice Facilities including unlimited driving range balls.
- All green fees are quoted inclusive of one cart per two guests. Additional cart hire can be arranged at a cost.
- All green fees are exclusive of club hire. Club hire can be arranged at an additional cost.
- Children aged under 12 Years playing golf must be accompanied by an Adult.
- Guests agree to adhere to The Eastern Golf Club's dress regulations and course etiquette rules whilst playing.



## Indemnity

The guest(s) and their visitors indemnify Yering Gorge Cottages and The Eastern Golf Club to the fullest extent permitted by law from and against:

- We operate in a Country Fire Authority (CFA) protected region and may be unstaffed on days the CFA has, or classifies this region as "CODE RED". We will make every attempt to promptly notify all guests of this eventuality should it arise. If you decide not to proceed with your reservation due to Code Red circumstances, we will, by agreement with the guest, reschedule the booking to the best date available. In the event of cancellation or rescheduling of your reservation by Yering Gorge Cottages due to circumstances beyond its control, the guest agrees to hold Yering Gorge Cottages blameless in the event of loss or damages.
- Yering Gorge Cottages and The Eastern Golf Club cannot accept liability or pay any compensation where the provision of our contractual obligations is prevented or affected by a 'force majeure'. In these booking conditions, 'force majeure' means any event which we could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, adverse weather conditions, fire, natural disaster, industrial

dispute, war, riot, civil strife, terrorist activity, epidemics, and all similar events outside the control of the party concerned.

- All claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature which Yering Gorge Cottages and The Eastern Golf Club may suffer or incur in connection with the loss of life, personal injury or damage to the property incurred or suffered directly or indirectly in connection with this Agreement, the use of Facilities by the guest (s), its servants, officers, contractors, guests, members, patrons, and invitees or any other persons associated with them except where such injury, loss or damage arises by reason of an act or omission of Yering Gorge Cottages and The Eastern Golf Club or its employees, agents or subcontractors.
- Yering Gorge Cottages and The Eastern Golf Club is not liable or responsible to the guest (s) or any servants, officers, contractors, members, patrons, and invitees or any other persons associated with them for any loss of life, personal injury or damage to or loss of property which may be suffered at any of the Facilities except where such injury, loss or damage arises by reason of an act or omission of Yering Gorge Cottages by The Eastern Golf Club or its employees, agents or subcontractors.

**Updated: July 2, 2018**

