

TERMS AND CONDITIONS

Please read these terms and conditions carefully as they incorporate the basis upon which reservations are accepted by Gilgara.

Making a reservation automatically accepts all the terms and conditions outlined hereunder. Gilgara Resorts Pty Ltd (Gilgara) reserves the right to change and/or modify any of these terms and conditions at any time without notice and such changes will become effective immediately. Please check these terms and conditions periodically for changes. The effective date of these terms and conditions is February 12th 2019.

MINORS, INFANTS, BABIES & CHILDREN GUEST (age below 12 years)

Gilgara strongly advises against minors, infants, babies and children staying for safety reasons, as our accommodation may have gas cooking facilities, sharp knives, internal stairs and bathtubs which could be hazardous. Also, Gilgara is located in a rural environment and is by nature hazardous for many reasons but not limited to climate, weather, wild life and plant life. We reserve the right to deny access and request the guest to leave Gilgara. Gilgara also reserves the right to charge 100% of the accommodation reserved. Gilgara cannot accept any responsibility for injury caused to a minor, infant, baby and children.

DAMAGE

The guest will be held accountable for any damage to the suite/room/common areas and contents during the stay dates. The guest will be liable for damages caused (including those by third parties visiting the guest) which will result in charging on repair and replacement cost. We reserve the right to process any charges in addition to accommodation to the presented credit card supplied at booking.

APARTMENT/ROOM TYPES AND ALLOCATION

Apartment/Room reserved in each reservation are guaranteed, specific suite/room numbers allocations are subject to availability upon check-in/arrival and cannot be pre-allocated or guaranteed.

ARRIVAL / DEPARTURE

Check-in/arrival time is from 14:00 (2:00PM). We allow guests to arrive earlier if the apartment/room is ready. Check-out/departure time is prior to 10:00 (10:00AM) - late check-out after this time may incur an extra night's charge. If Gilgara is fully committed on the departure date, late departures or extensions not already confirmed will not be permitted.

BEDDING REQUESTS

Not every room is equipped with a split king bed. If the single bed configuration is required your preference needs to be requested at time of reservation as 24-hour's notice is required. Apartments have king beds that do not split.

CANCELLATIONS

Our standard cancellation policy requires reservation cancellations or changes to be advised to us by 2PM (14:00) hotel time, seven (7) days prior to arrival, except peak season in Christmas & New Year where one (1) month notice prior to arrival. If the guest does not arrive by 7 PM (19:00) on the arrival date without alerting Gilgara, the reservation will be released and 100% of accommodation will be charged. Any pre-payments (if any) will also be forfeited. Over high demand and special event periods alternative cancellation policies may apply. The cancellation policy will be communicated during the reservation process and can be supplied in a confirmation email when requested.

CAR PARKING

You are agreed to enter the car park at your own risk. Gilgara does not accept any responsibility for damages or loss to your property or property belonging to someone else.

AMENITIES AND PERSONAL COMFORTS

The following amenities are included in all apartments (variations may apply and brands are subject to change):

- bedding linen, duvet and pillows
- kitchen tea towels and dishwashing liquid
- bathroom amenities including; towels, shampoo, conditioner, body wash, body lotion and soap

The following amenities are included in all rooms (variations may apply and brands are subject to change):

- bedding linen, duvet and pillows
- bathroom amenities including; towels, shampoo, conditioner, body wash, body lotion and soap

CREDIT CARD AUTHORISATION

Gilgara accepts Visa & Master Card. We may pre-authorise a credit card for any charges we deem appropriate to incidental charges that may be applicable based on the length of stay and suite type. Please ensure you have sufficient funds to cover additional incidentals for this purpose.

EVICTON OF A GUEST

Gilgara may evict a guest or visitors without warning. Guests who are evicted from Gilgara will be blacklisted and we may choose to notify the police or our agents. A guest is subject to such eviction should the following (but not limited to) occur;

- Intoxication and unsavoury behaviour
- Overcrowding - when the number of persons in the suite exceeds the capacity (see maximum capacity per suite table)
- Physical or verbal assault towards hotel representatives, residents or other guests
- Wilful damage to Gilgara property
- Any incident for which the police need to be called onto the premises
- Any behaviour posing a safety threat to others
- Ignoring advice to reduce excessive noise (music or other noise)
- Throwing of objects from windows
- Smoking within the suite/room/inside enclosed area (a cleaning and deodorizing fine will also apply)

FAILURE TO PAY

In the event that a guest fails to pay immediately upon demand any amount owing to Gilgara, pursuant to the reservation and accommodation (including but not limited to any damage and cleaning fees), Gilgara reserves the right to deny access to the guest and ask that they vacate the premises.

FORCE MAJEURE

Guests and hotel representatives of Gilgara are allowed partial impossibility in an agreement, where the performance of the agreement by either party is subject to acts of God, war, terrorism, government regulations, national disaster, strikes, civil disorder or curtailment of transportation facilities beyond the control of the parties making it inadvisable, illegal, or impossible to fulfil some or all of the agreement. Any agreements, contracts, quotes and reservations may be terminated without penalty for any one or more of such reasons by written notice from one party to the other.

GUEST COURTESY

For the comfort of all our guests, we ask that noise is kept to a minimum so everyone can enjoy a peaceful and comfortable stay. Non-registered guests are not permitted to visit Gilgara.

HOW TO RESERVE

Reservations can be made online at www.gilgara.com.au or email reservations@gilgara.com.au.

INTERNET

Complimentary internet is available with a limited data usage granted by Gilgara on check-in day. No additional usage will be granted once the limit is reached.

LIMIT OF LIABILITY

We do our best to ensure your reservation arrangements are satisfactory, however Gilgara does not accept any liability whatsoever for any injury damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by any events which are beyond our control including, but not limited to, war, civil disturbance, terrorism, fire, floods, acts of God, acts of Government or of any other authorities, accident to or failure of machinery or equipment, maintenance requirements or industrial action.

MAXIMUM CAPACITY PER SUITE/ROOM

Gilgara adheres to the following maximum suite capacities at all times except pre-arrangement and acceptance by Gilgara:

TYPE	MAX NO.	
	OVERNIGHT	GUESTS
<i>Suite</i>	2	
<i>Room</i>	2	

MINIMUM LENGTH OF STAY

A minimum length of stay may apply during high demand or special event periods, as determined by Gilgara. If you reserve a suite/room over such dates (as per the reservation terms and conditions) you agree to stay for the required minimum nights. Any changes or cancellations (within the cancellation period) are subject to a penalty and may result forfeiting of any pre-payments and/or deposits.

PAYMENT

Payment for entire stay plus any incidentals is required before check-in. For high demand periods and special events, different payment policies that require pre-payment may apply. The payment policy will be confirmed at time of reservation. If the payment policy is not adhered to the reservation may be cancelled. We accept electronic funds transfer at point of sale (EFTPOS), Visa and MasterCard. All amounts are charged in \$AU (Australian dollars).

PET POLICY

Gilgara does not permit pets. Bringing a pet to Gilgara is considered a breach of your accommodation conditions and you will be asked to leave. Guide dogs are permitted and must have a medallion on their collar with the registration number and the owner must also carry a laminated pass (with the owner and dog's name). Guide Dogs are required to be harnessed in public areas. Please advise ahead of time if you will be travelling with a Guide Dog.

PHOTOGRAPHS AND DESCRIPTIONS

Whilst care is taken to ensure that the photos and description of our facilities and services is accurate, these are continually being changed, upgraded, and on occasion removed from service. If any feature or facility is essential to you in choosing a particular property, we highly recommend you email us and we will assist your decision making process and if that feature or facility will be available during your stay. Descriptions are based on information available at the time of publishing and may vary or change at any time. Maps and location photographs are shown for general information only and highlight places in surrounding areas. Actual suites occupied may vary in decor and inclusions from those shown in photographs.

PHOTO IDENTIFICATION

Valid photo identification (ID) matching the name of the main guest within the reservation must be presented at time of check-in/arrival. This is required in order to verify your identity for hotel security purposes and to protect the credit cardholder. A valid Australian driver's license, Australian issued proof of age card or an international passport are all acceptable forms of photo identification. This ID may be copied and securely stored as record that we have verified who you are and your authority to use your credit card as a combat to increasing credit card fraud. As per our privacy policy, any personal information contained on the collected identification will not be on-sold; will be securely stored and carefully disposed of at the end of its usefulness.

RATES

All rates are quoted in AU\$ (Australian dollars) and are per suite/room per night and include 10% goods and services tax (GST). Rates within reservations that have a valid confirmation by Gilgara will be honoured. Rates that have been quoted are not confirmed until a valid confirmation email has been received from Gilgara and therefore subject to change. Gilgara reserves the right to amend rates that have been confirmed at incorrect rates due to human or distribution errors.

RIGHT OF ENTRY

In the event that the Gilgara has a legitimate cause for concern or if the guest has not been seen nor been able to be contacted over a period of time, the suite/room may be entered by a hotel representative to ensure the safety and comfort of all guests is in order.

RIGHT TO REFUSE ENTRY

Gilgara reserves the right to refuse a guest entry to the hotel or accommodation for any reason whatsoever including where the guest has engaged in conduct on a previous occasion adverse to the hotel.

SECURITY AND LOSS PREVENTION

All Gilgara buildings are secure environments and we do everything possible to ensure security levels are maintained, and we ask that our guests do also. However, Gilgara takes no responsibility for any personal possessions that are lost, stolen or misplaced whilst on the premises.

SMOKING POLICY

All Gilgara suites/rooms are non-smoking and smoking in the internal suite is not permitted. Fines will apply to guests who do not adhere to this policy. Smoking is permitted at designated area.

THIRD PARTY SELLING

Gilgara does not permit resale to a third party or for trade purposes without prior consent and/or written

agreement. Gilgara reserves the right to accept or reject any such reservations and charge 100% of the accommodation.

TRAVEL INSURANCE

We highly recommend all our guests to have an appropriate level of travel insurance. Travel insurance can be arranged by many travel agents.