



TERMS AND CONDITIONS – COOMBS HILL BARN

1. General

These Terms apply to all bookings for Coombs Hill Barn. By making a booking with us, you acknowledge that you have read and that you agree to be bound by these Terms. We reserve the right to vary these Terms at any time by posting an updated version on our website.

2. Bookings

Bookings for Coombs Hill Barn can be made online at:

coombshillbarn.com.au, airbnb.com.au, stayz.com.au, riparide.com, booking.com or by contacting us directly. All bookings are subject to availability. When making a booking, please ensure that all details you provide are correct. It is your responsibility to notify us of any correction to your booking details as soon as possible.

3. Number of Guests

We cannot accommodate more than 11 guests at any one time. Unless we otherwise agree, the total number of Guests at Coombs Hill during your stay must not exceed the amount agreed to at the time of the booking. If the number of guests exceed the number of guests booked we reserve the right to charge additional fees.

4. Payment Policy

Direct Bookings: When you book Coombs Hill via our website or over the phone, you must pay the entire Booking Fee at the time of your booking in order to secure your requested dates. For information about cancellations and if you will be entitled to a refund of your Booking Fees, please refer to the cancellation section below. Bookings made through Airbnb, Riparide, Stayz or any other third party site will be subject to any terms and conditions of the relevant booking site.

5. Booking Rates

The 'per night' rates for Coombs Hill as listed on our website are expressed in Australian Dollars and are inclusive of any applicable GST (unless otherwise stated). Please note that the total Booking Fees for your stay at Coombs Hill are not confirmed until payment of the required deposit has been made. We reserve the right to require a minimum length of stay for all bookings. The details of any minimum stay requirements will be as specified on the bookings page of our website.

6. Children

Children are permitted to stay at Coombs Hill with an accompanied adult. We require that all children are supervised throughout the duration of their stay by said adult. We are located on a working farm with animals, open water sources and wire fencing.

7. Payment of Booking Fees and Security Deposit

Booking Fees may be paid by way of credit card, Visa, MasterCard, or via direct deposit. All payments must be made in Australian Dollars. We reserve the right to hold your credit card details via our authorised payment system, which will be charged in the event of any additional charges and any damage which occurs during your stay. We reserve the right to ask for a larger security deposit (at our discretion) for large groups or where bookings are made for particular events. The security deposit (less any additional charges or damage costs) will be refunded to your nominated account as soon as possible following your departure. Where we have agreed with you in writing to do, we may accept details of a nominated credit card in lieu of a security deposit. If we agree to accept credit card details instead of holding a security deposit, you authorise us to deduct any additional fees, charges or reimbursements as set out in these terms where appropriate.

8. Making changes to your booking

If you are no longer able to stay at Coombs Hill Barn on that dates that you have booked, please let us know as soon as possible and we will do our best to accommodate an amendment to your booking. Please note that rescheduling of bookings is at our discretion and we cannot guarantee that we will be able to reschedule your stay to a date of your choosing. Should an alternative date be available there may be further rate changes and charges incurred. Our refund policy in respect of cancellations is set out in the below.

9. Cancellation Policy

If the check-in date is at least 14 days away then a 50% refund will be offered for cancellations minus credit card fees or third party fees should you have booked via an external website. If your booking is cancelled less than 14 full days prior to your scheduled date of arrival, your entire Booking Fee will be forfeited and will not be refunded. We do not offer refunds should you be unable to travel due to Covid restrictions. We can offer you a change of date should Victorian Government Restrictions mean you are unable to travel to Coombs Hill Barn on your arrival date. If you are already at the property and new restrictions are imposed, we do not offer a change of date or refund.

10. Check In & Check Out

Check-in is available from 2:00pm on the date of your arrival. You must check-out by 10:00am on the date of your departure. Requests for an early check-in or a late check-out must be made prior to the date of your arrival. Whilst we will make every effort to accommodate your needs, early check-in or late check-out times are subject to availability and will be agreed at our discretion. In

some circumstances, early check-ins or late check-outs will require you to book and pay for an additional half-day. Half-day bookings are charged at a rate of 50% of the applicable nightly rate and will allow you to check-in at 10:00am and check-out at 2:00pm.

11. Cleaning

You agree to leave Coombs Hill Barn in a clean and tidy state upon your departure. In the event that you fail to do so, additional cleaning fees may apply. These additional charges will be charged to your nominated credit card or deducted from the security deposit you have paid.

On departure, you must make sure that you:

- Stack all used dishes into the dishwasher and turn on the dishwasher;
- Ensure BBQ is clean
- Turn off all air conditioning/heating systems
- Shut all doors and windows in entire property
- Leave all dirty/used towels in bathroom;
- Leave all linens and sheets on the beds;
- Take all rubbish outside and place it in the bins provided; and
- Leave the keys on the table and tightly close and latch the front door

12. Smoking

Smoking inside Coombs Hill Barn, on the deck or in any undercover areas is strictly prohibited. If smoking outside, all windows and doors to Coombs Hill must be closed and all cigarette butts must be extinguished and placed in the outdoor rubbish bins provided. In the event that you or your Guests smoke inside an additional fee of \$1000 for specialised cleaning will be charged to your nominated credit card or deducted from the security deposit you have paid.

13. Pets and Animals at Coombs Hill

Unfortunately, pets are not permitted at any time.

14. Lockouts & Loss of Keys

If you lose or damage the keys to Coombs Hill, you will be charged a \$50 replacement fee. A call-out fee of \$250 will also apply where we are required to attend and provide a locksmith. Any applicable key replacement or call out fees will be charged to your nominated credit card or deducted from the security deposit you have paid.

15. Personal Belongings

Please be aware, unless otherwise required by law, we will not be liable for any loss or damage to your (or your Guests') personal property during your stay. We recommend that you (and all of your Guests) purchase comprehensive travel insurance to cover any loss or damage to personal belongings during your stay at Coombs Hill Barn.

16. Functions/Events

You must not host any function, party or event without our prior written consent. This will include any gatherings of more than 11 people or visitors (i.e. people who are not listed Guests) at Coombs Hill, at any time during your stay. This consent is at our discretion and may be subject to additional fees and the payment of an additional security deposit. If we provide our consent to any function, party or event at Coombs Hill, our consent is subject to your (and your guests') compliance with the guest behaviour standards as set out in these Terms.

17. Guest/Visitor Behaviour

You agree that you are responsible for the behaviour of all Guests or visitors during your stay. The property is located on a working farm with animals and open water sources. We welcome families however children must be supervised at all times. If we consent to you holding a function or event at Coombs Hill, you must ensure that all noise in relation to the function will not cause disturbance to neighbouring properties. All noise which is audible from outside Coombs Hill (including any music) must be turned off by 11pm on Fridays and Saturdays and 9pm every other day of the week. Excessive noise, including but not limited to loud music and any other disturbance to our neighbours is strictly prohibited at all times. Subject to our discretion, a first warning will be given in the event that a noise complaint is received from our neighbours. If a second complaint is received, you will be asked to leave as soon as possible and will not be entitled to a refund for the Bookings Fees that you have paid.

18. Commercial use of Coombs Hill - Photoshoots

Unless we otherwise agree, commercial use of Coombs Hill is strictly prohibited. While we are more than happy for guests to take photographs and videos for their own personal purposes, any commercial photoshoots at Coombs Hill are prohibited unless we have provided our prior written approval. All filming and photography requests must be sent to us prior to the date of your arrival and will be subject to our discretion (and any additional fees specified by us from time to time). Failure to obtain our prior consent in relation to commercial photography or videography at Coombs Hill will amount to a breach of these Terms.

19. Breakages and Damage.

In the event that any part of Coombs Hill, including all communal and external areas, as well as any furniture, furnishings, appliances or household items are damaged or broken during your stay, an amount equal to the repair or replacement cost for the damaged goods will be charged to your nominated credit card or deducted from the security deposit you have paid. You must notify us immediately as soon as you become aware of any damage to Coombs Hill or its furniture and furnishings. You must not remove any item from Coombs Hill that does not form part of your own personal belongings. If any items are missing from Coombs Hill after your departure, the cost of replacement will be charged to your nominated credit card or deducted from the security deposit you have paid. You must not alter, move or rearrange any furniture, fixtures or fittings in Coombs Hill Barn without our prior consent.

20. No Tenancy

You agree that regardless of the length of your stay at Coombs Hill, you are not a tenant of Coombs Hill and will have no rights in relation to tenancy.

21. Breach of Terms and Conditions

In the event that you or one of your Guests breach any of these Terms, the total loss or damage that we suffer as a result of that breach will be charged to your nominated credit card or deducted from the security deposit you have paid. In the event of breach, we reserve the right remove you and your Guests from Coombs Hill or to refuse future entry into Coombs Hill Barn.

22. Force Majeure/Changes beyond our Control

To the full extent permitted by law, you agree that we are not liable for any injury, damage, loss, additional expenses or disruptions including cancellations and rescheduling of bookings to the extent that they are beyond our reasonable control.

23. Liability

Nothing in these Terms will have the effect of excluding or limiting any of our liability at law, including under the Australian Consumer Law, nor is to be interpreted as having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods and services which cannot be excluded, restricted or modified.

24. COVID You as the hirer of the venue also agree that you are responsible for following all guidelines and requirements set by the Government in relation to vaccination status of yourself, your guests. Should a Victorian Government mandated lockdown make it illegal for you to travel to Coombs Hill Barn on the date of your arrival, we will offer you an opportunity to reschedule to an available date in the future. We do not offer refunds for any other Covid related issues, nor do we offer changes/reschedules.

25. Definitions

In these Terms:

Booking Fee means the total cost for your stay at Coombs Hill Barn and includes any applicable GST.

Guests means any person who accompanies you during your stay at Coombs Hill Barn.

Peak Holiday Periods includes the Easter, Christmas, New Year's holiday periods and School Holidays, as well as any other peak times specified by us from time to time.

Terms means these Terms and Conditions, as updated from time to time.

Coombs Hill Barn means the property located at 401 Buttercup Road Merrijig 3723 also know at 151 Coombs Lane Merrijig 3723.

We, us and our means Katherine & Wade Harris trading as Coombs Hill Barn ABN 57 534 751 977

You and your means the person named in the booking information provided to us.