

Terms and conditions The Cove Jervis Bay

The following list outlines the terms and conditions for the wedding of _____ at The Cove Jervis Bay from the date _____ to _____.

I sign this terms and conditions on the behalf of all my guests attending the event and I will take full responsibility if the terms below are not respected.

Signed: _____

Date: _____

This Accommodation Policy governs your stay at The Cove and in proceeding with your Booking you acknowledge that you have read, understood and agree to comply with this Accommodation Policy.

1. Payment

1. A credit card is required to confirm your reservation. On acceptance of the reservation a 50% deposit will be charged to your credit card.
2. The outstanding balance is due 30 days prior to your reservation and will automatically be processed on the credit card provided upon booking.
3. 2.9% surcharge on AMEX and 2.6% surcharge on all other credit cards.
4. Any failed or non-payments will be deemed a cancellation of the Booking.

2. Cancellation

1. We will refund you 90% of the Fee of the Booking when you cancel the Booking with at least 60 days prior written notice to us.
2. We will refund you 50% of the Fee of the Booking when you cancel the Booking with at least 30 days prior written notice to us.
3. We will not provide any refunds for Bookings cancelled within 30 days of the date of provision of the Service.

3. Vehicles and Parking

1. The following vehicles allowances apply:
 1. Glamping tents, 1 and 2 bedroom cabins = 1 vehicle
 2. 3 bedroom cabins = 2 vehicles
 3. Funhouse = 7 vehicles
2. Any additional cars must be parked in the Booderee visitor information parking area.
3. You and your invitees must only drive vehicles on the roads and paths on the Property.
4. We reserve the right to charge you \$50 for each incident in breach of this clause 3.

4. Accommodation

1. Guests may only stay in the accommodation provided by us as follows:
 1. Funhouse – maximum of 23 persons.
 2. 1 bedroom cabin – maximum of 2 persons.
 3. 2 bedroom cabin – maximum of 4 persons (Beach Cabins), maximum of 5 persons (Boat Cabins).
 4. 3 bedroom cabin – maximum of 6 persons.
 5. Glamping tent – maximum of 4 persons.

2. You will be charged \$150 per person per night for each person found staying overnight (including within the accommodation, in tents and in cars) in excess of the allowable limits.
3. Any persons not staying at the Property within the allowable limits must leave the Property by 11.30pm each night. We may charge a fine of \$100 per guest per hour that remains past 11.30pm.
4. The accommodation is self-contained however it is not a serviced property. Servicing can be arranged during your stay for an extra charge at our sole discretion.

5. Noise

1. Strict noise restrictions apply therefore compliance with this clause 5 is strictly enforced.
2. Drums and subwoofers are strictly prohibited from the Property.
3. Where music or noise can be heard beyond the boundary of the property, we reserve the right to turn down any speakers and music and direct guests to lower their voices.
4. All music must be stopped and turned off by **10.30pm** on Saturdays and 9.30pm on all other nights without exception.
5. Given the proximity of neighbouring homes, no guests may wait outside the Property for transport after 8pm nor make any loud noise at, near or around the entrance to the Property. We reserve the right to fine you \$2,000 for violations of this clause.

6. Use

1. The Property is to be used for holiday accommodation only. It is not to be used to hold a party, group gathering, wedding ceremony, reception or any other function or event unless agreed with us in writing. The whole of the Property is available for such use under a separate Wedding/Events Contract.
2. The Property (in part or whole) must not be sublet without our prior written consent.

7. Behaviour

You must respect and preserve the residential amenity of the Property. No drunken, obscene or antisocial behaviour is permitted on the Property.

8. Call out

If we or our agent is called out to the Property due to a breach of any of the obligations in this Accommodation Policy, then you shall be charged a callout fee of \$250.

9. Events

Where you have booked the whole Property pursuant to a Wedding/Events Contract then you must comply with the terms and conditions of that contract in addition to this Accommodation Policy. In the event of any inconsistency the terms and conditions of the Wedding/Events Contract shall apply.

10. Inspections

We may conduct Property inspections, wedding inspections and client tours during your stay. This will be done with minimum impact to you and we will not inspect the inside of tents or cabins while in use.

11. Future Construction

1. The Property is a work in progress and is constantly being upgraded and developed. We cannot guarantee exact time lines, inclusions or exclusions.
2. We take every care to minimise the look of incomplete construction and ensure the Property is tidy for your stay.

12. Children

Any children under the age of 12 must be supervised at all times.

13. Security

We make no guarantees about the security of the Property and you are responsible for the security of your accommodation including all items within the accommodation during your stay. In the event of any equipment being stolen, you must notify us in writing stating the full circumstances of the theft and the time the police were notified. No responsibility is taken for guest's personal property left on the Property.

14. Check in/Check out

The time of arrival and departure is strictly enforced as we often have back to back bookings. An hourly fee of \$500 may be charged at our discretion for any late departures after 10am on the Departure date unless otherwise agreed in writing with us. Early check-ins or late checkouts may be arranged with us prior to your Booking (at our sole discretion).

15. Animals

Pets are strictly prohibited from the Property and within the Booderee national park.

16. National Park Fees

Entry fees will be payable at the entrance to Booderee National Park on your arrival. Fines apply if these are not paid.

17. Watercraft

1. The Customer understands and acknowledge that any kayaks, stand up paddle boards or other watercrafts (Watercraft) provided at the Property is provided "as is" and without warranties. The Customer further understands and acknowledges that the use of Watercraft can be a hazardous activity that entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to self, to property, or to third parties. The Customer understands that such risks cannot be eliminated by The Cove without jeopardising the essential qualities of this activity. The risks include, without limitation, falling, collision with other marine craft, striking obstructions such as rocks or other persons, equipment failure, and weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration).
2. **THE CUSTOMER KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUMES ALL RISKS RELATED TO THE OPERATION AND POSSESSION OF THE WATERCRAFT, INCLUDING, WITHOUT LIMITATION ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY WHICH MAY RESULT FROM THE OPERATION OF THE KAYAK OR POSSESSION OF THE KAYAK EVEN IF SUCH LOSS OR DAMAGE IS DUE TO ANY NEGLIGENCE OF THE COVE, THEIR AGENTS, EMPLOYEES, OFFICERS, PARTNERS, MEMBERS, SUCCESSORS AND/OR ASSIGNS. THE CUSTOMER AGREES TO HOLD THE COVE HARMLESS FROM ALL CLAIMS OF INJURY OR DAMAGE.**
3. The Customer agrees to indemnify and hold harmless The Cove and their subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs and expenses (including legal fees) arising from, related to, or in any way connected with, or resulting from The Customer's participation in this activity or use of the Watercraft, including the possession, use, operation, or return of the Watercraft, and including any such claims which allege negligent acts or omissions on the part of The Cove.

18. Description

The description and images of the Property are provided on our website in good faith but without any warranty. The Property is susceptible to change over time as items or structures may be added, removed or replaced. We will use reasonable endeavours to

maintain consistency with the description however you acknowledge and agree that you make this booking knowing the Property may vary from time to time.

19. Rubbish Removal

1. We provide a limited number of bins for rubbish.
2. You are responsible for ensuring all rubbish is placed within the bins provided. Where the rubbish bins are full you are responsible for removing the excess rubbish from the Property.
3. We reserve the right to charge you for costs to collect and remove excess rubbish (including any rubbish that does not fit within the bins provided) from the Property at hourly rates of \$45 plus transport and tip fees.

20. Departure and Cleaning

1. The premises and grounds are to be left in a clean and tidy condition. The Property must be left secure with all doors and windows locked.
2. No furniture, plants, objects or otherwise are to re-arranged or moved from their positions on the Property including anything within the glamping areas or the cabins. A fee of \$1,000 shall apply if any items have been moved from their original positions.
3. All dishes, glasses, pots and pans etc. must be washed and put back into cupboards with the dishwasher emptied if applicable. A charge of \$200 will automatically apply for a failure to comply with this clause 20.d regardless of the number of dishes not cleaned or put away.
4. If a BBQ is provided it must be cleaned thoroughly on departure or a cleaning fee of \$200 will apply.
5. If a Pizza oven is provided it must be cleaned thoroughly on departure or a cleaning fee of \$200 will apply.
6. Where any other extra cleaning is required it will be charged and calculated on the number of hours required over and above the normal cleans, at a rate of \$45 plus GST per hour.

21. Damage and Your Security Credit Card

1. The Customer is liable for any loss, damage or injury suffered by The Cove, its employees, contractors and/or agents and any loss or damage caused to the Property, our equipment, furniture, fixtures, fittings, systems, decorations or other property to the extent that such loss, damage or injury is caused or contributed to by the Customer and/or any of its employees, contractors or guests.
2. The Customer indemnifies The Cove, its employees, contractors and/or agents in respect of any liability, loss, claim or proceeding arising under any statute or at common law in respect of injury, loss or damage to property, real or personal, including cash, or in respect of personal injury to, or death of, any person arising out of or in connection with the Booking where the injury, loss or damage arises out of or in connection with the Booking and is caused by any act or omission, or any breach of this agreement by the Customer, its employees, contractors or guests.
3. Should damage result in the Property not being able to be let for a period after your stay, you will be responsible for paying the lost revenue while it is un-rentable.
4. Without limiting any other provision of this Agreement, the Customer acknowledges and agrees that The Cove may charge the Security Credit Card for such amount as is required to cover any loss, damage, costs, claims, expenses and liabilities incurred as a result of any action, inaction or any breach of this agreement on the part of the Customer, its employees, contractors or guests.
5. The authority granted by you to The Cove in clause 21.d is not limited by any amount but is a full and unlimited indemnity. For the avoidance of doubt, the Customer is liable for the actions of each of its invitees.

22. Directions and induction

1. We have the right to require the Customer, any guest or invitee or person engaged by the Customer to carry out reasonable directions and inductions in relation to the use of the Property.
2. In the event of an emergency, the Customer and guests will follow the directions of our staff to evacuate the Property if instructed to do so.

23. Observance of Laws

The Customer and its guests shall in all respects observe and comply with the provisions of all relevant State or Federal legislation.

24. Smoking

In the interest of public health, and in line with Government Regulations, the Property is a smoke free Property. We reserve the right to charge a \$1,000 fee for any smoking on the Property.

25. Prohibitions

1. The use of candles and candelabra are prohibited in the glamping tents and cabins.
2. No flammable liquids or other dangerous substances shall be brought into the Property.
3. No live ammunition, gunpowder or fireworks used for special effects shall be brought into the Property.
4. No items or decorations shall be placed on any stairway or hand-rail or in front of any exit or fire escape.

26. Breaches

The Cove may terminate/cancel your Booking immediately on any breach of this agreement or other reasonable direction of The Cove.

27. Liability

1. To the extent permitted by law, we do not accept liability for any latent defects in the Property and we will not be liable to you for any liabilities, loss, damage or injury arising from or connected to the use by the Customer, its employees, contractors or guests of the Property. Use of the Property is at the Customer's own risk.
2. To the extent permitted by law, our liability in connection with this Agreement and the Property is limited to the Fee.
3. Should you discover a breakage or default that is not caused by you or your invitees please advise The Cove manager immediately to enable us to consider who is liable. If you fail to do so you will be held liable.
4. In addition to any other releases, exclusions and warranties in this Agreement, to the full extent permitted by law, you (including your heirs, successors, executors, administrators, agents and assigns) agree to waive, release and indemnify The Cove in respect of any losses, damages, claims, injuries, liabilities, costs, charges or expenses whatsoever in connection, directly or indirectly, with this Agreement and your use of the Property, including without limitation those arising under statute, tort, contract, common law or equity (including for The Cove's negligence).

28. Force Majeure

If The Cove is rendered unable wholly or in part by a Force Majeure Event to carry out its obligations then this shall not affect the operation of the terms and conditions of this agreement, and the risk of frustration is to be borne by the Customer.

29. Severability of Terms and Governing Law

If anything in this Agreement is unenforceable, illegal or void then it is severed, and the rest of this Agreement remains in force. The terms of this Agreement are governed by the laws of

New South Wales and the Courts of New South Wales shall have exclusive jurisdiction to entertain any action in respect of the Agreement.

30. Definitions:

1. Agreement means this Accommodation Policy, the Privacy Policy and the Website Terms and Conditions.
2. Booking means a confirmed booking in which a deposit has been paid.
3. Credit Card means the Customer's credit card used as security for the booking, the details of which are provided on the Form.
4. Customer/You means you, the customer named in the Form.
5. Fee means the fees payable to us for your Booking.
6. Force Majeure Event means an act of God, fire, lightning, earthquake, explosions, flood, weather, power shortage or outage, subsidence, insurrection or civil disorder or military operations, government orders, official orders, authoritative orders or actions, or act of terrorism, expropriation, strikes, pandemics, lock-outs or other industrial disputes of any kind not relating solely to The Cove, any order of any regulatory authority (including in respect of any risk of bush fire) and any other event which is not within the reasonable control of The Cove.
7. The Cove/Us/We means Booderee Property Pty Ltd as trustee for the Massive Inc Trust.
8. Property means the Cove, Ellmoos Road, Jervis Bay Territory NSW 2540.