

Holiday Accommodation - TERMS & CONDITIONS as at 12/11/2020

Thank you for choosing to book your holiday accommodation with Thredbo Ski Accommodation, please read & familiarize yourself with the information below to ensure your stay is enjoyable.

Forbes Stynes Real Estate PTY LTD operates under the trading name of Thredbo Ski Accommodation and will be referred to by either Thredbo Ski Accommodation or TSA for the remainder of this document.

Disclaimer:

Thredbo Ski Accommodation is a private real estate agency operating in Thredbo Village & The Alpine Way. TSA is not responsible for or bound in any way by Kosciuszko Thredbo PTY LTD's resort operation, lift operations, seasonal activity operations, leisure centre operations, events schedule or ticket sales. TSA is not responsible for or bound in any way by Kosciuszko National Parks operations.

All bookings are made & accepted on the basis that you have read, understood and agree to abide by and be bound by this Disclaimer and the following Payment Terms, Cancellation Policy, Terms & Conditions, and Guest Registration/Security Deposits information.

Payments Terms:

Payments can be made by the following options

1. By Credit Card (either online or over the phone)
2. By direct deposit.

**Please note we accept Visa and Mastercard only and there is a 1.3% surcharge on credit card payments.*

Booking more than 60 days before arrival: A deposit of 50% of the total accommodation cost + a \$55 booking fee must be received within 3 working days of the reservation being made before a reservation can be confirmed. Failure to do this may result in the reservation being automatically cancelled without notice.

Final payment of the remaining 50% of the total accommodation cost must be received no later than 60 days before the arrival date. Failure to make the final payment on time may again result in the booking being automatically cancelled without notice.

Deposit or 60-day remaining payments must be made in full. Payment must be made by (or clearly referenced to) the person whose full name the booking is in. When payment is made by direct transfer the payee must include the full name of the booking or the booking reference number in the transfer reference field and if possible, the arrival date.

Booking less than 60 days before arrival: If the date on which the reservation is made or the date on which the deposit is otherwise due, is less than 60 days before the arrival date, payment in full of the total booking cost is required at the time of making the reservation unless otherwise notified to you at the time the reservation is made.

The Cancellation Policy will be charged per the Cancellation Fee's set out below.

Cancellation Policy

If cancelling your booking you are subject to the below cancellation penalties, which will vary depending on the time remaining from the cancellation until the arrival date.

Cancellations more than 60 days before arrival: A refund of the deposit paid (50% + booking fee) less a \$110.00 Administration Fee will be issued.

Cancellations 60-0 days before arrival: Guests will forfeit the total balance that has been paid (100% + booking fee) unless the property can be rebooked. **No refunds** unless the below conditions can be met.

If the property can be rebooked by TSA, a refund of the balance paid (100% + booking fee) less a \$110.00 Administration Fee will be issued. The property will need to be rebooked for the same length of stay as the original for this condition to apply.

Booking Credits/Amendments

Bookings will only be eligible to receive a variation to the standard cancellation policy under one of the following conditions:

- A Government imposed non-travel restriction in the area/region, or
- A Government-issued or certified advisory to isolate due to COVID-19, or
- Extreme weather events or natural disasters causing the village to be completely inaccessible for more than 48 hours

If one of the above conditions is met, bookings will be converted into a credit for the monetary value that had been paid. Any credit must be reused in the same property originally booked and is strictly subject to seasonal rates and availability of new dates. Refunds will not be granted if newly requested dates are unavailable. Moving or crediting bookings will have a 12-month expiry date from the original arrival date.

Property moves will only be allowed when the request is made more than 60 days before the arrival date and will be subject to a \$150.00 amendment fee. Any requested move less than 60 days before arrival will be treated as a cancellation per the cancellation policy.

Non-Arrivals

Refunds will not be issued or given to any booking which fails to arrive on the nominated arrival date, or any portion of the booking which is not used.

**Credit Card Fees are non-refundable.*

***Please note: Some properties may have specific variations to these Standard Terms & Conditions. Properties with such variations will have this listed on their property specific's page listing for reference.*

Cancellation Fees

Cancellation of a booking must be in writing and must be received by TSA via Fax: (02) 6457 1063 or Email: accomodation@fsre.com.au. Cancellation fees will be charged on confirmed bookings per this Cancellation Policy. Failure to make final payment on the payment due date may result in an automatic cancellation of the booking without notice and the following Cancellation Policy will also apply.

Deposits cannot be transferred between properties & generally will not be refunded or applied towards payments for any other properties.

Travel Insurance

TSA strongly recommends travel insurance. Consideration needs to be given to our cancellation policy, injury, delayed flights, illness, global pandemics and any political uncertainty. Thredbo Village is in a dynamic environment which can experience extreme weather events in all seasons. National Park closures and road closures can happen. We do not refund for such occurrences, therefore travel insurance can be another option for a safeguard.

Terms & Conditions

Check-In Time: 4:00 pm

Check-Out Time: 10:00 am

Entry is via door codes which will be provided on the day of arrival via SMS or voice call to the mobile number on the booking form.

1. In providing booking services Thredbo Ski Accommodation (known in short as TSA - BN 98480903) act as an agent for various property owners and TSA does not accept or undertake any personal liability when acting in this capacity.
2. Premises are let for holiday purposes only for the period stated in your confirmation/receipt by TSA but may be subject to change as may be notified by the owner before the commencement of the booking. All advance deposits are accepted on behalf of the current owner; however, we will not accept responsibility for decisions, actions or arrangements taken by the current owners of the premises or any other body which is outside our control.
3. TSA reserve the right to cancel any booking should anything arise, which in our opinion absolutely renders the booking impractical. In either event, we shall notify you as soon as possible and do our best to arrange alternative accommodation or alternative suitable dates. If suitable alternatives cannot be arranged, all deposit monies paid will be refunded, but no other claim, right or action shall exist in or be made by either party.
4. The premises are available from 4.00 pm on the day of arrival and are to be vacated at 10.00 am on the day of departure. Do not plan to arrive at the property earlier than this available time. The purpose of these strict times is to allow the necessary time to clean the premises. Please consider your fellow incoming/outgoing holiday occupants. We cannot allow access for the storage of refrigerated items before 4:00 pm. **PLEASE DO NOT ASK, AS WE DO NOT WISH TO OFFEND.**
5. No pets are allowed. You cannot bring a pet into any NSW National Park or other land reserved or acquired under the *National Parks and Wildlife Act 1974* (NPW Act). Assistance animals may accompany you providing that this is specified & confirmed with TSA before booking and all documentation is provided to confirm that it is an assistance animal.
6. The maximum number of persons permitted to occupy the booked premises will form part of the booking contract and will be nominated when you make your booking. Persons found occupying the premises over and above the number on the booking form will be charged automatically to the security deposit at \$500 a day for the term of the booking.
7. Any & all damage, breakages or losses to the property and/or furniture/furnishings are to be reported to TSA and paid for immediately. Furniture is not to be moved and all furnishings and equipment must be left on the premises as originally found.
8. All accommodation is for residential purposes only. Functions and parties on the premises are strictly not allowed. Strata By-laws, Council Regulations and National Park Regulations must be complied with. We ask that consideration be given to other guests concerning noise, parking and other issues that affect the peaceful enjoyment of others. TSA reserves the right

to terminate your tenancy immediately if you cause nuisance or annoyance to neighbours or are found to be holding a function or party.

9. Unless stated within the property description, all premises are fully self-contained including linen i.e. sheets, pillowcases, towels, bathmats, tea towels. A small Starter-Pack (detergent/soap/toilet paper etc) is supplied once on arrival if the property features kitchen and bathroom facilities. Additional items to the Started-Pack will not be replenished and will need to be purchased by the guest.
10. Lost Property: No responsibility is taken for a guest's personal property left on the premises. Items left on the property will be kept for a maximum of 7 days and then disposed of. If you require items to be returned to you, the cost of pre-paid postage + administration fee will be charged before postage. Items must be of a reasonable requestable size before locating or posting.
11. With telephone or postal bookings, any printed, written or verbal description of the premises by the agent or an employee is made in good faith. No responsibility for discrepancies in descriptions will be accepted. Please choose your property carefully using the information provided on our comprehensive websites (descriptions and photographs). There is no provision to change properties on your arrival if you are unhappy with your choice.
12. Guests are responsible for the safekeeping and replacement of any accommodation keys or garage door openers. Duplicate keys are not always available. Guests requiring an additional key from TSA after office hours will be charged a service fee call out of \$100.00. All keys or garage door openers are to be returned to their original location within the unit. The cost of any lost or replacement key's, locks or locksmith callouts will be the responsibility of the occupant and charged per the security deposit.
13. You are required to allow repair and or service personnel to enter the premises to conduct any repair or service deemed necessary by TSA. Such times of entering will be arranged prior where possible and will be between the hours of 8.30 am and 5:00 pm unless, in the opinion of TSA, an emergency could exist or arise outside these times.
14. In the case of apartments, units and villas, car parking spaces or carports are usually numbered and are limited to the amount listed. Extra vehicles, boats, etc are to park outside the property grounds and neighbouring property car spaces are not to be used.
15. In the event of renovation/building work being carried out in or near the holiday premises, such work is beyond our control and we cannot accept responsibility for any disturbance, noise or inconvenience you may suffer as a result. No discount will be negotiated for any of the above.
16. TSA participate in the Bad Books program. The Bad Books register is a database of guests who have breached the Terms & Conditions of the booking, damaged property or indulged in inappropriate behaviour. By accepting this booking, you agree that TSA can disclose this information to other accommodation providers that participate in Bad Books.

Guest Registration/Security Deposits

All bookings are accepted on the basis that the utmost care and consideration are given to the premises and neighbouring occupiers by the holiday occupant.

Security deposits (by way of a completed Guest registration form) apply on all properties and a Guest Registration Form is required to be completed successfully in full and returned via email or faxed to (02) 6457 1063 before occupation is allowed. The Guest Registration Form will be emailed to you before arrival and is always available via the link included in confirmation emails so that it can be completed early in the booking process.

TSA reserves the right to process a Security Deposit of at least \$1000.00 to the nominated card at any time throughout the reservation through a Credit Card Pre-Authorization.

TSA reserves the right to process a claim on the security deposit if:

- The property requires any unusual & extra cleaning, including unwashed dishes & dishwasher not emptied,
- BBQ not cleaned,
- Any damage has occurred to the property,
- Requesting a service call out that is found to be not required,
- The property is left unsecured resulting in any loss/damage,
- Removal of excess rubbish left at the property will incur a minimum charge of \$50 to your credit card,
- Replacement of furniture that has been moved from its original place,
- Penalty for being in breach of tenancy for overcrowding the property

COVID-19 cleaning information

TSA and our preferred contract cleaners have taken all necessary measures to ensure the cleaning of our properties are up to government regulations and are safe for your arrival to Snowy Mountains. As well as COVID cleaning procedure we have introduced some additional measures to make sure the properties are sanitised thoroughly.

We trust that you have read and understood the above information. Please contact us directly if any clarification is required. We hope you enjoy your visit to Thredbo & The Snowy Mountains.