

Please read the following Terms and Conditions closely before using our website [www.mountviewestate.com.au](http://www.mountviewestate.com.au). These terms and conditions are intended for your safety and ease of use of our services. If you agree with these terms and conditions you must 'tick' the box on the website at the time of your booking to complete the check-out process. No booking will be processed unless the Terms and Conditions form is ticked.

### Accommodation

#### 1. Booking Requirements

- a. The client must submit a valid credit card when completing the online booking made via PayPal. You can choose to use your credit card or if you have a PayPal account you can login to PayPal. Care must be taken by the client to ensure that the information provided is correct. Mount View Estate takes no responsibility for any incorrect information submitted.
- b. The client must complete the online booking form completing all required fields. All guests' details must be included. A valid email address must be submitted. All care must be taken by the client to ensure that the information provided in the form is correct. It is the client's responsibility to advise Mount View Estate if an error in the email address was submitted or if any changes are required to an email address or other correspondence. No responsibility is taken for any incorrectly submitted information.
- c. A deposit equal to 50% of the stay is required. The deposit will be refunded according to the cancellation conditions noted in (Clause 14). The full booking balance must be paid 21 days before arrival.
- d. Once your booking payment is processed, an email confirmation will be sent to you. The confirmation will record a booking reference number, check-in instructions, guests' names, and payment and cancellation conditions. Bookings are not confirmed until receipt of full payment of the booking. Please check your email regularly; we accept no responsibility for loss incurred due to automatic cancellation or failure of email delivery.
- e. As the booking is in real time, it is possible for the booking to be simultaneously booked before the purchase process is completed. If this occurs the search results will expire and the client will need to begin the booking process again. During the course of the booking process, Mount View takes no responsibility for unavailable booking times.
- f. A \$1,000 security bond is payable at time of the booking process. A bank cheque or cash bond is acceptable. Please email [bookings@mountviewestate.com.au](mailto:bookings@mountviewestate.com.au) if you wish to pay the bond by bank cheque or cash. The bond will be returned in full after a complete inspection of the Estate after check-out. Mount View has the right to retain all or part of the bond should there be any damage to property. Please refer to "Property Damage" (Clause 4).
- g. A \$100 booking fee and credit card surcharge is payable at time of the booking process.
- h. All rates and charges are inclusive of GST.
- i. It is the responsibility of the booking client to read and agree to all the terms and conditions prior to booking.

#### 2. Check-in and Check-out

- a. Check-in time is 2.30 on the day of arrival.  
  
**KEYS:** Arrangement to collect keys at Mount View Estate will be made. You will be provided with your private security gate access code and unique key safe password via email prior to your arrival. Note: Security bond and final payment must be received before your access codes will be emailed.
- b. Check-out time is 10.30 am on the day of departure, unless otherwise arranged with management.
- c. If a late check-out is required, a \$45 per hour fee applies and is dependent on other bookings with a maximum check-out at 12.30 pm.
- d. Any unauthorised late check-out will incur a \$100 per hour fee.
- e. A host will welcome guests and demonstrate how to use equipment. Please phone if you are delayed with your arrival so your host can be advised of your arrival time. If you are unable to arrive at the pre-arranged arrival time, please inform us as soon as possible and our host will meet you at a convenient time. Guests must follow the instructions for using the TV's and other electrical equipment and pool and spa. Failure to do so can leave guests liable for any damage.
- f. A complimentary bottle of wine and gourmet food hamper will be provided with a 7 day booking.
- g. When guests leave Mount View Estate, they must ensure all doors and windows are securely locked and the keys are returned and secured in the key safe. The air-conditioning must be turned off, including TV's, lights and sound system. The spa must not be left on heat. Please check the spa heater is turned off.

### 3. Inclusions

- a. Bed linen
- b. Bath towels
- c. Swimming pool towels
- d. Pool robes
- e. Free Wi-Fi and local telephone calls (calls to mobiles, long distance and international are not included and will be charged to your nominated credit card and/or taken from the security bond on departure).
- f. 1 gas bottle for BBQ
- g. Use of swimming pool and spa

### 4. Property Damage and Conditions of Stay

- a. In the event that any property is damaged by any guests in a malicious way or beyond reasonable wear or tear or property is taken or lost during the course of stay, Mount View Estate reserves the right to retain/charge a reasonable cost for the replacement or repair of the item(s) to the booking client. If the damage exceeds \$1,000 bond, Mount View Estate has the right to invoice the booking client for further damages and/or charge a nominated credit card.
- b. You agree to leave the property in the condition as it was upon your arrival and should you find any property of Mount View Estate damaged prior to your stay, please advise Rod on 0403 329 999 or Jane on 0409 148 600 immediately. Failure to do so will deem you to be totally responsible for the condition of the property on departure. An inspection of the premises and all electrical appliances will be tested prior to your stay.
- c. Mount View Estate reserves the right to retain/charge a reasonable cost for extra cleaning should guests have stayed that were not included in the booking.
- d. Mount View provides accommodation for 10 guests with a maximum capacity of 12. The accommodation provided is one king room and 4 queen rooms. Temporary roll-out beds/divan bed can be provided on request to cover an additional 2 guests. Under no circumstances will extra guests be accommodated.
- e. A minimum two night stay is required for all bookings and a 3 night stay on long weekend/public holidays.
- f. Mount View Estate reserves the right to retain/charge a reasonable cost for extra cleaning of the premises should they not be left in a fair and reasonable state as per the time of your arrival.
- g. In the event of a complaint from neighbours or Council for excessive noise, offensive or unacceptable behaviour or the Police are called to Mount View Estate for unruly conduct; the hirer agrees that we reserve the right to ask you or any guests to immediately leave the Estate.
- h. No pets or other animals are permitted to stay at Mount View Estate.

### 5. Cleaning and Linen Changes

- a. For self-catering accommodation, the rooms will be cleaned and linen changed midway during the stay for bookings of 8 to 10 days. For bookings over 14 days the room will be cleaned and linen changed weekly. Additional cleaning and linen changes can be arranged at an additional charge. It is expected that guests leave the premises in a reasonably clean state before departure. Failure to do so, the hirer will incur extra cleaning fees.

### 6. Travel Insurance

- a. Mount View Estate strongly recommends travel insurance as it may protect you if you cancel your booking due to unforeseen circumstances.

### 7. Swimming Pool/Spa

- a. Guests are responsible for their own safety and that of their children around the spa and pool area. **PLEASE SUPERVISE CHILDREN AT ALL TIMES**
- b. Guests must exercise care and be cautious around the pool area and adhere to the safety signs installed.
- c. **NO RUNNING, NO DIVING, NO CARELESS BEHAVIOUR** is allowed near or around the pool and spa area.
- d. Guests must not wear rubber soled shoes around the pool area as the surface is very slippery when wet.
- e. **NO GLASS** is permitted near or around the pool area. Mount View Estate provides quality plastic drinking glasses.
- f. Should guests not adhere to the **NO GLASS POLICY**, and broken pieces of glass or shards are found at the time of inspection, the booking guest will be liable to pay a \$2,000 pool cleaning cost.
- g. Under no circumstances are guests to enter the locked pool filtration equipment area. Any evidence of tampering with equipment, you the hirer or your guests can be asked to leave the property. Should there be an issue with the pool or spa, please contact immediately Rod 0403 329 999 or Jane 0409 148 600.

## 8. Bushwalking/Fire Season

- a. Mount View Estate is situated on 10 acres of steep terrain. It is strongly advised that you do not enter the property beyond the pool and decking area due to the dangers of snakes and uneven ground surfaces. These areas of the property are out of bounds and guests enter at their own risk.
- b. Mount View Estate is located in a high risk bushfire area of North East Victoria and during the hotter months of the year November to April, we recommend you take every precaution on the Mount View Estate property.
- c. On Severe or Extreme Fire Danger Rating days, if CODE RED Fire Danger Rating has been forecast by the CFA, Mount View Estate reserves the right to cancel accommodation and evacuate the premises if a fire is in the surrounding district and posing a threat to the property or guests. Mount View Estate reserves the right to agree with local CFA requests and requirements. As noted in (Clause 6), travel insurance is highly recommended.
- d. Mount View Estate suggests you familiarise yourself with all CFA information provided within the compendium located within the house. We suggest you install the CFA Fire Ready app on your smart phone.
- e. An evacuation plan and house floor plan is located on the inside of the pantry door. Please familiarise yourself with the evacuation location and house floor plan.
- f. **STRICTLY** no candles are to be used inside the guesthouse.

## 9. Music/Noise

- a. **NO LOUD** music and/or noise allowed after 10.00 pm in the pavilion, outdoor areas or the guest house. The music level must be kept at a fair and responsible volume. After 10.00 pm, low background music is acceptable. At all times the booking client and guests should be considerate of our neighbours and keep noise to a minimum. If neighbours complain of loud music after 10.00 pm and the property caretaker has to attend the house, the booking client's bond will be forfeited. Please refer to the Yarra Ranges Council Residential Noise Policy displayed in the house compendium and in the pavilion bar.
- b. The property is rented as accommodation and not a "party house" and any such activities are strictly prohibited. Any gathering, celebration or entertainment permitted at the property must comply with accommodation terms and conditions. The property is rented for accommodation purposes, not to provide a venue for a function. If evidence of a function takes place at Mount View Estate, your bond will be forfeited and you can be asked to leave the property immediately.

## 10. Smoking/No Smoking

- a. **NO SMOKING IS ALLOWED IN THE HOUSE or POOL/PAVILION AREA**
- b. A designated smoking area is located before the entrance to the pool gate, left of the commercial kitchen/garage. Smoking ash trays are provided and this is well signed for your convenience.
- c. **BE AWARE** Mount View Estate is located in a high fire danger area; be responsible with your cigarette butts and make sure they are extinguished. **NEVER THROW A BUTT INTO THE BUSH!**
- d. If there is evidence of butting out cigarettes on the decking or paving in the pavilion area or surrounding the pool, Mount View Estate reserves the right to charge additional cleaning costs.

## 11. Alcohol/Drugs

- a. Alcohol can change behaviour and perception in those who drink it, the onus is upon those that provide alcohol. Please have regard to the need to minimise alcohol-related incidents and that service of alcohol is adhered to within the Mount View Estate property.
- b. Under no circumstances are illicit or recreational drugs allowed on the Mount View Estate property. Accepting these terms and conditions of the booking makes the booking client responsible for any events arising from illicit drugs. Mount View Estate has the right to evict you the hirer or your guests from the premises and/or retain your security bond in the event illicit drugs are found on the property. The police will be contacted in this instance.

## 12. Pricing

- a. Mount View Estate reserves the right to make changes to future pricing without prior notice. This does not relate to a confirmed booking.

## 13. Cancellation Conditions (Please read carefully)

- a. If a booking is cancelled less than 45 days before arrival then a charge equal to 50% of the stay will be made.
- b. If a booking is cancelled less than 14 days before arrival then a charge equal to the full booking will be made.
- c. If the booking is cancelled 45 or more days before the arrival then a charge equal to \$100.00 will be made.
- d. In the event of a no show or booking reduction within 7 days of the arrival date, the full cost of the booking is charged.
- e. Should a request for a booking variation be made, charges may apply if a booking is changed less than 45 days from the booking check-in date.
- f. Mount View Estate will do our best to try and accommodate your revised booking dates; this is subject to availability.
- g. Please phone Rod on 0403 329 999 or Jane on 0409 148 600 should you wish to discuss changes to your booking or email [bookings@mountviewestate.com.au](mailto:bookings@mountviewestate.com.au)
- h. Cancellations must be made in writing by email to [bookings@mountviewestate.com.au](mailto:bookings@mountviewestate.com.au). Cancellations will not be effective until you receive a confirmation email from Mount View Estate advising your email has been received and if a cancellation penalty applies, this is confirmed in writing with you.

#### 14. Use Restriction

- a. You may only use this Site to gather information on Mount View Estate and to make legitimate bookings for Mount View Estate and shall not use this Site to make any speculative, false or fraudulent transactions.
- b. It is against the law to place a booking in a false name or with an invalid or fraudulent credit card. Please be aware that even if you do not give us your real name, your Web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.
- c. Email: We encourage you to share your comments and questions with us. By sending us a testimonial, you agree to have it along with your name posted for public viewing with Mount View Estate.
- d. Privacy: You confirm that you have read Mount View Estate Privacy Policy, the terms of which are incorporated herein, and agree that the terms of such policy are reasonable and satisfactory to you.
- e. Governing Law: These Terms and Conditions are covered in all respects by the Law of Victoria and any legal action arising under the contract shall be litigated only in the appropriate Court having jurisdiction in Victoria.
- f. Disclaimer: Mount View Estate makes its best efforts to ensure that all the information that appears on its website is accurate. However, Mount View Estate does not accept liability for any errors and/or omissions and reserves the right to change the information published at any time and without notice.
- g. Complaints: Mount View Estate makes every effort to make your stay as comfortable and memorable as possible. If clients have any complaints please contact Mount View Estate via [bookings@mountviewestate.com.au](mailto:bookings@mountviewestate.com.au) or Rod on 0403 329 999.
- h. Changes to these Terms and Conditions: Mount View Estate has the authority and the right at any time it sees fit to change or modify all or any part of these terms and conditions. Mount View Estate does not accept any responsibility for Failure or Interruption of Utilities and Essential Services but shall make every effort to contact the authorities to report such incident. Furthermore, in the event that a faulty appliance is reported Mount View Estate does not accept any responsibility