

# TERMS AND CONDITIONS OF La Riva

## 1. TERMS AND CONDITIONS RECITALS

1. La Riva is a private accommodation homestead for up to 10 guests, available for use strictly under the terms herein.
2. Booking party/Client acknowledge that they are responsible for all guests in their party adhering to the terms and conditions as set out under this agreement during your Stay period.
3. Booking party/Client will be personally responsible and liable for any breach and subsequent loss or damage caused or occasioned by them or any other guest under this agreement.
4. Guests agrees to indemnify and be held responsible for any loss, damage or claims against La Riva however so arising from any failure to comply with the terms and conditions.
5. Bookings will be confirmed by the issuing of a 'booking confirmation' subsequent to payment being received under the terms and conditions herein.

## 2. OPERATIVE PART

### Interpretation

The laws of the state of Victoria govern this agreement, and the parties, submit to non-exclusive jurisdiction of the courts of that State. In the interpretation of this agreement:

1. References to 'La Riva' refer to the business entity and the physical property and grounds in its entirety.
2. References to the 'client' and 'guests' refer to all guests that may be on the property from time to time.
3. A reference to 'guests' refers to 'staying guests'.
4. Parties must perform their obligations on the dates and times fixed by reference to the capital city of the state of Victoria.
5. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia.

6. If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day.
7. References to a party are intended to bind their executors, administrators and permitted transferees.
8. Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

## 3. TERMS OF PAYMENT AND CANCELLATION

1. **Payment methods accepted:** Credit card/Debit card/Direct deposit. No cash is handled at the property and cheques are not accepted.
2. **Holiday or Festive Season Payments:** This applies to the festive season date range of 15th December to 15th January, Easter and any Victorian long weekends: 25% deposit is required at the time of reservation.
3. **Bookings Payment Policy:** For all bookings a 25% deposit is required when making a reservation. The deposit is non-refundable if the booking is cancelled within 14 days of arrival.
4. **Final Payment Policy:** Payment in full is required no later than 48 hours prior to the date of arrival. It is the policy of La Riva to take a bond upon arrival to guarantee both incidental charges and in case of damages for the duration of your stay. The bond amount is 20% of your total accommodation fee. At check in, a pre-authorisation of 20% of your total accommodation fee will be processed on your credit card. We recommend that the final bill be settled with the same credit card presented on check in.
5. **Note about Pre-authorisation:** A pre-authorisation is the bond amount frozen (or reserved) on your credit card, but not deducted from your account. It may take 5 – 7 business days for this bond amount to be available on your credit card. Please note that this process and the estimated time for the return of funds are enforced by the card issuer and cannot be controlled by La Riva.

6. **Paying by debit card:** Prior to check-in, a payment equivalent to 20% of your total accommodation fee is processed on your debit card. Please allow 5 – 7 business days for the refund to appear on your debit card account – the estimated time for the return of refunds are enforced by the card issuer and cannot be controlled or influenced by La Riva.
7. **Standard Cancellation:** A full refund is provided for cancellations 2 weeks (14 days) prior to the date of arrival.
8. **Late Cancellation:** Cancellation within 2 weeks (14 days) prior to the date of arrival will result in loss of deposit. Cancellation within 48 hours prior to the date of arrival will result in loss of full payment.
9. **Children:** Due to the accessibility of the 25 metre infinity edge swimming pool from the house and proximity access to the Mitchell River we note that the site may not be suitable for children (under 13 years of age). We are happy to discuss the arrangements with you at the time of booking to ensure that you are aware of the potential risks.
10. **Photo ID Policy:** For your safety and security, a valid photo ID (e.g. passport or driver's license) is required to be presented PRIOR TO check in. For bookings made on third party websites, we will require to retain a copy of your photo ID.

#### 4. CHANGES OF DATE

La Riva will only consider client requests for date alterations where at least 14 days notice is given. This is subject to the availability of La Riva and the payment of any rate difference that may be applicable.

#### 5. STAY

1. **Check in Policy:** Check in time begins at 2:00pm and check out is by 10:00am.
2. Early arrivals and late departures are based on availability, fees may apply. In order to guarantee arrival prior to 2:00pm, discuss these requirements with us 48 hours prior to your arrival.

#### 6. USE OF PROPERTY, NUMBER OF GUESTS

La Riva Homestead has 5 rooms suitable for accommodation: Master suite has a 4-posted king bed and optional quality double sofa bed, large ensuite featuring spa bath and a large walk in robe. Bedroom 1 and 2, both with king bed or optional split long single beds, share a large bathroom which also has a bath. Bedroom 3 has a king bed or optional split long single beds and has its own ensuite. The Library has two quality double sofa beds plus an ensuite.

1. All linen is provided and towels for the pool are also provided.
2. Each bedroom has a maximum capacity of 2 guests.
3. The Homestead has a maximum capacity of 10 guests.
4. The client warrants that the property will be used for personal domestic, holiday or small business functions only. Should the client use the property for any other purpose without the prior consent of La Riva, La Riva reserves the right to cancel the client's booking immediately. Should this be necessary the client will not be entitled to a refund of any monies paid.
5. The client warrants that all guest information provided is true and accurate.
6. The client warrants that it will not cause disturbance to La Riva's neighbours. Excessive noise is prohibited and any failure to comply with this condition may result in termination of the agreement and the immediate eviction of guests.
7. La Riva is a private home and therefore only available for booked guests.

#### 7. CARE OF PROPERTY, BREAKAGES, DAMAGE AND CLEANING

1. The client agrees to take due reasonable and proper care of the property, including its furniture, chattels and fixtures. The client warrants that it will leave the property in the same state as it was provided to them in, the client warrants it will not move any furniture, chattels or fixtures from their original positions.

2. La Riva is not connected to mains sewers, therefore the client warrants that it will take extra care to ensure only toilet paper is flushed down toilets. The client warrants to accept responsibility for any repairs made necessary by a failure to comply with this condition.
3. The client acknowledges it may be liable for any necessary cleaning required due to a failure to comply with the conditions under this agreement.
4. The client warrants that no ball games and no running will take place throughout the property, or in the pool area.
5. The client agrees that La Riva may take any amount necessary from the security deposit, required to put La Riva into the position it was in prior to the failure to comply with the conditions within this agreement. The client agrees to reimburse La Riva for the necessary repair or replacement of any breakages to any furniture, chattels or fixtures that form a part of La Riva.
6. Please refrain from using any spray tan at the property as it stains.

## **8. PETS AND THE ENVIRONMENT**

1. La Riva is set within a low-density housing environment adjoining the banks of the Mitchell River, Macleod Morass Wildlife Reserve, Eagle Point Gippsland Lakes Reserve and Mitchell River Silt Jetties Gippsland Lakes Reserve. The client acknowledges that wildlife, some of which can be dangerous is sometimes present in and around the property, including snakes. The wildlife includes a large variety of birds including water birds and possums. These animals are all protected so please ensure you are careful in and around the property.
2. The client warrants that it must be vigilant particularly during the summer months, ensuring that appropriate footwear and clothing is worn.
3. No pets are allowed on the property due to the large number of wildlife present.

## **9. POOL RULES**

Observe the 'Pool Rules' as displayed in the pool area at all times:

1. No diving.
2. No running in pool area.
3. Glassware prohibited in pool area.
4. An adult must accompany children.

In addition:

1. Please ensure no doors are pried and left open as the doors form the child protective barrier for entry into the pool area.
2. No indoor furniture to be used in the pool area.
3. No outdoor furniture to be used in the pool.

## **10. COMPLAINTS AND PROPERTY ISSUES**

In the event of any maintenance issues or complaints the client must notify management at the earliest opportunity by calling **+61 418 392 753**.

## **11. RIGHT OF ENTRY**

The client acknowledges that La Riva representatives may be on the property at reasonable times to carry out necessary repairs or maintenance. We respect your privacy and these times will be kept to a minimum.

## **12. LIABILITY**

1. Any monies or other valuables, goods or vehicles that belong to you, brought into the premises, grounds or car park remain your responsibility and we are not responsible for their safekeeping.
2. To the extent permitted by law, you agree to release and hold harmless La Riva and its current owner(s), employees and agents against and from all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damage for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your reservation or your stay at La Riva for any reason whatsoever.

3. You agree to indemnify La Riva and its current owner(s), employees and agents for all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss/damage and damage for injury, including personal injury and death) incurred or suffered by La Riva or its current or former employees or agents arising out of, caused by, attributable to or resulting from your reservation or your stay at La Riva except where it is caused by or contributed to by La Riva and its current or former employees or agents negligence.
4. You agree regardless of your length of stay there is no tenancy or other proprietary rights created under any laws.
5. La Riva, together with any of its assignees, servants or agents shall not be, subject to statutory limitations, liable to the client, it's guests or assignees or any third parties, for damage, loss, expense or injury howsoever arising in connection with the clients stay.
6. Due to unforeseen natural occurrences, La Riva may not be able to control certain problems that may accompany weather-related incidents and is not responsible should there be a power failure, or other condition that may inconvenience our guests. We will do everything we can to rectify any situations as soon as possible.
7. The client acknowledges that travel insurance is the sole responsibility of each individual staying at the property.
8. Fire Risk and Safety. Please ensure that the outside BBQ, fire pit or mosquitos torches are not to be used when fire ban notices are in force for the area. Any costs or damage from the fires, both during or outside of these bans will be solely borne and covered by the guests.
9. The use of drones requires pre-approval.
10. Professional / commercial photography is not permitted unless otherwise consented to and agreed by La Riva.
11. Video security cameras are present on the property in areas covering access to and from the property and are in use at all times.
12. The client acknowledges that any breach of a condition under this agreement may

result in the immediate termination of the agreement together with damages becoming payable for any loss.

### **13. FORCE MAJEURE**

Where a force majeure event or a similar circumstance beyond La Riva's reasonable control prevents or delays La Riva from performing an obligation in respect of the terms and conditions, that obligation is suspended for so long as the force majeure continues and the delay or failure to perform will not be a breach of La Riva's contract with you.

### **14. CHILD POLICY**

Due to the accessibility of the 25 metre infinity edge swimming pool from the house and proximity access to the Mitchell River we note that the site may not be suitable for children (under 13 years of age). We are happy to discuss the arrangements with you at the time of booking to ensure that you are aware of the potential risk areas.

### **15. GENERAL CLIENT RESPONSIBILITIES**

1. The client warrants that it will comply with all house rules and any reasonable requests from La Riva staff.
2. The client acknowledges that it has read and understood the terms and conditions contained in this agreement and that all other guests have also read and understood this agreement.
3. Breach of any House Rules may result in the immediate eviction of the offender and or/group booking at the discretion of management. No refunds on accommodation will be offered under these circumstances.
4. A breach of House Rules include:
  - i. Noisy, offensive or unruly behaviour.
  - ii. Damage to or destruction of property.
  - iii. Improper or unseemly conduct.
  - iv. Any act or omission, which in the opinion of management, adversely affects or brings discredit upon the management, owner or other guests.
  - v. Inability to provide the security deposit and settle monies owed.

- vi. In the event of an eviction, all monies owing or held will be forfeited.
  - vii. In the interest of quiet enjoyment and respect for all guests, a no party policy applies to all guests staying at the property. Guests are expected to be respectful of La Riva's neighbours at all times and to be quiet between 11pm – 7am.
5. La Riva may evict a guest or visitors without warning. Guests who are evicted from the hotel will be blacklisted and we may choose to notify the police. A guest is subject to such eviction should the following (but not limited to) occur:
- i. Any behaviour posing a safety threat to others.
  - ii. Ignoring advice to reduce excessive noise (music or other noise).
  - iii. Any incident for which the police need to be called onto the premises.
  - iv. Wilful damage to La Riva property.
  - v. Physical or verbal assault towards La Riva representatives or other guests.
  - vi. Smoking anywhere inside the Homestead (a cleaning and deodorising fee will apply).
  - vii. Intoxication and unsavoury behaviour.
  - viii. Disrespecting or causing a nuisance or damage to La Riva neighbours or its' environment.

If the occupancy ends or is terminated, the guest must immediately vacate the premises. In the event of an eviction, all monies owing or held will not be refunded.

## **16. CONFIDENTIALITY**

1. All dealings between the client and La Riva are to be kept strictly confidential.
2. Use of or comments on any social media or public available forum referencing La Riva must be in compliance with this agreement.

## **17. NO SUBLETTING OR ASSIGNMENT**

1. The client must not sublet or assign its booking to any person or entity without

the prior written consent of La Riva and on such terms and conditions as La Riva may specify.

2. No camping, caravans or temporary bedding are permitted on the property.
3. No photoshoots are permitted unless prior approval is given.

## **18. ADVERTISING**

1. La Riva reserves the right to view and approve all advertising material prior to publication.
2. If images or experiences at La Riva are to be used for promotion of a business or Commercial gain, prior written permission must be obtained from La Riva.
3. No banners or advertising material are to be placed either outside or inside La Riva at any time, unless La Riva's consent has first been obtained.

## **19. WORKS**

The client must not:

1. Interfere with the electrical, lighting or audio installations at La Riva.
2. Interfere with any structural aspect of La Riva.
3. Undertake any other work at La Riva.
4. Attach anything to La Riva's buildings and walls both inside and outside.

## **20. CONDITION OF THE PROPERTY**

1. The client agrees and acknowledges that La Riva is in good repair and clean condition at the commencement of your stay and must be returned in the same condition at the end of your stay.
2. The client is liable for any costs, loss or damage suffered as a result of damage caused to the state of repair or condition of La Riva during the stay.
3. The client agrees and acknowledges that if any damage occurs to La Riva during the stay, whether or not as a result of the client's use of the property, the client must, at its cost, reinstate La Riva in accordance with La Riva's reasonable direction or, at La Riva's election; pay to La Riva the cost of the reinstatement.

4. La Riva may retain such amount of the bond as will cover any costs incurred by La Riva for any repairs or excessive cleaning required as a result of the client's use of La Riva (other than fair wear and tear). La Riva retains the right to determine the cost of any repairs or cleaning required.
5. The client agrees on demand to pay to La Riva any such further amounts as are required to cover the cost of repairs or excessive cleaning.
6. La Riva will not assume any responsibility for any goods or equipment left at the property whether prior to, during or at the end of the stay.

## **21. INSURANCE**

The client must not do anything that may or does render void or voidable any insurance policy in relation to La Riva.

## **22. GENERAL CONDITIONS**

1. Access codes should not be disclosed to taxi drivers, delivery people or other third parties.

2. La Riva will not be liable for any damage or injury suffered to, by or in connection with children, including if responsible adults do not properly supervise children.
3. Children under the age of 13 are not generally recommended to stay at the property.
4. La Riva reserves the right to change the terms and conditions.
5. Fireworks are not permitted at the property.
6. Approval for children under the age of 13 to stay or be at the property must be agreed to at the time of booking.
7. Helicopters may be accommodated subject to terms and conditions and extra charges may apply. Permission must be obtained from La Riva well in advance.
8. No smoking is permitted anywhere inside the Homestead. Penalties may apply.

## **23. COVID-19 / Pandemic Policy**

If it is impossible for you to travel on your booked dates due to government-imposed restrictions or health orders, or we are unable to operate due to COVID-19 impacts, we will offer a full refund.