

## **Terms and Conditions of booking and stay with Barossa Vista from 2010**

Proceeding to web site, email or telephone booking is deemed to be acceptance of these terms and conditions. Making a booking for Barossa Vista via and our web site, phone, email or via an external agency constitutes a contract between you (all occupants who are paying to stay at Barossa Vista) and Barossa Vista and is governed by the general conditions of forming a contract under Australian law.

All tariffs quoted at the time of booking are subject to change without prior notice. Barossa Vista accepts no responsibility for any misrepresentation, unforeseen omissions or additional costs incurred in relation to information provided.

Barossa Vista, its owner, agents and staff shall not be liable for any damages, injury, loss or delay howsoever caused whilst at Barossa Vista or any related activity. The property (inside and surrounding) and all appliances, furniture and articles will be used at your own risk and Barossa Vista will accept no responsibility for any injury, loss or damages. All areas marked as private or which have been locked are strictly off limits. Any access gained to these areas will be deemed to be trespassing.

The liability of Barossa Vista for loss, distress, or loss of enjoyment deemed to be due to negligence of Barossa Vista under any court proceedings is limited to the Australian Dollar value of the total charge made to stay at Barossa Vista.

Any complaints should be made in writing to the Barossa Vista via [info@barossavista.com](mailto:info@barossavista.com) and must be made within 14 days of the last date of stay.

Barossa Vista reserves the right to refuse any booking and to cancel any booking already made for any reason which includes but it not limited to if the property becomes unavailable for reasons beyond the control of the proprietor.

### **Property Damages**

You agree to keep Barossa Vista in good order and that you will be financially responsible for any damages. Breakages and damage to any items within the grounds (inside and outside) of Barossa Vista will be charged at replacement value plus 20%. For pairs and sets the costs of the total pair or set will be charged.

Total removal of any Barossa Vista property will be billed at replacement cost plus 20% plus all legal costs incurred on behalf of Barossa Vista in civil or criminal proceedings which may arise from afore said removal.

### **Cleaning Charges**

Cleaning surcharge will be charged at cost with a minimum charge of \$200 for cleaning of excessive untidiness, mess, damage and odors which can include but is not limited to cigarette smoke (odor and damage), candle wax, excessive fire place soot (external to the fire place), excessive BBQ mess and damage to floor coverings, furnishing or furniture. If cleaning can not restore the property to the state in which it was found then replacement costs of replacing necessary items plus 20% will be charged.

### **Security and Alarm Conditions**

You agree to keep the property secure by locking all doors and windows before leaving the property. You agree to use the alarm system as instructed and will activate the alarm when ever you leave the property. You agree to inform Barossa Vista immediately if the alarm remote is lost and to pay a \$200 fee to have the remote system replaced.

### **Wildlife**

You agree to take responsibility to keep all wildlife out of the property and accept that due to the country location of the property you would expect to experience all type of wildlife including but not limited to flies, mosquitoes, millipedes, spiders, caterpillars, moths, bees, mice, possums, rats, rabbits, hares, lizards and snakes. Barossa Vista shall not accept any responsibility for any injury or distress caused by any insect, animal or reptile during your stay.

### **Cancellation Conditions**

Cancellations or amendment notified more than 28 days prior to the first day of the booking will incur a \$30 administration fee.

Cancellations notified 28 days or less and more than 14 days prior to the booking arrival date will forfeit the full deposit or 50% of the total booking whichever is less. Amendments will incur a \$30 administration fee.

Cancellation 14 days or less prior to the booking will forfeit the full booking fee. No changes may be made less than 14 days prior to the booking arrival date.