

Paradise Cove Villa (PCV)

Terms of Service v2.1

6 March 2021

Paradise Cove Villa Rates, Payment terms, Cancellation

The most current PCV rates can be found www.ParadiseCoveVilla.com.au/Rates

A deposit of 25% of the total booking fee is required to secure your booking.
Your booking is not held until this deposit is received.

The deposit is non-refundable.

You may postpone your booking once, the new date must fall within one year of the initial date and is available for booking.

You may pay by credit card or bank transfer to:

Woodwark Bay Villa Pty Ltd
BSB 062-018
Acc 10516261

The balance of 75% is due in two non-refundable instalments:

1. 25% due 120 days before booking date and
2. The final 50% payment due 60 days prior to booking date.

In the event that an instalment is not paid, we will provide you with one overdue notice requiring payment within 7 days. If cleared funds are not received within 7 days of the late payment notice your booking will be cancelled.

If your booking is cancelled then PCV will attempt to rebook the Property to another party. Where the funds received for the replacement booking are the same or greater than your booking we will provide you with a refund less a 10% administration fee.

Check in and Check out

Check in is 2pm.

An early check in of 10am may be pre arranged for weddings and special events.

Check out is 10am

Late checkout will be charged at AUD \$450/hour

Load in and Load out times for events are the same as the Check in and Check out times above.

Damages and theft. No Smoking. No animals

A security deposit (or credit card hold) of 10% of the booking is required.

Use of Property: PCV is a privately owned residence located on a 2 hectare section of Lot 154 Paluma road. PCV shall not be responsible for providing any additional equipment or furnishings not currently on the Property.

Your booking provides for exclusive use of the Property. Your booking does not include unescorted access to other areas of Lot 154 Paluma road. You may enter the Property by the gate at 450 Paluma road.

Acceptance of the Property: The PCV website includes extensive pictures of the Property and villas. Within 24 hours of arrival you will report any pre-existing damage to booking@paradisecovevilla.com.au . If no damage is reported then you will be responsible for any Property damage.

You are responsible for all **loss and damage** caused to the Property, contents or grounds of the Villa caused by or arising from any act of omission by you or any other person attending the Property during your stay. Any costs incurred by PCV will be added to the final bill and must be reimbursed to PCV by you.

Any **breakages** will be charged accordingly to the security credit deposit. If additional cleaning is required as a direct result of the booking this will be charged to the security credit deposit.

All villas are **non-smoking**. Cleaning will be charged at a minimum rate of AUD \$200 per villa for smoking inside.

The Property adjoins Queensland National Parks. The boundaries are unfenced. **No domestic animals** are allowed anywhere on the Property.

You must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or any other part of any of the buildings within PCV.

PCV accepts no responsibility for damages caused to guest or supplier vehicles.

PCV does not take any responsibility for the damage or loss of any guests' belongings or supplier items before, during, or after the booking.

PCV reserves the right to change or alter facilities or grounds including new development, future planning, construction, maintenance or repairs.

Children

The PCV is in a large open wilderness environment.

We recommend children under 12 yrs old are closely supervised by a dedicated nanny or babysitter at all times.

Inspections

With reasonable prior notice PCV may require access for Property inspections.

Insurance

Events of more than 150 people require a certificate of insurance evidencing commercial general liability insurance with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

Terms of Entry - Vehicle access and parking

The method of transport to and from the villa is by bus, boat or helicopter only. Guests are not allowed to self-drive to the villa unless authorised by PCV (5 personal vehicles are permitted per booking). All vehicles associated in any way with a booking must be parked away from the main house in the specified parking area. No vehicles can be parked on any other lawn surface unless granted permission by PCV. Any drivers entering the Property must sign the PCV vehicle waiver (below) before entering the Property.

Safety

Rules for the swimming pool must be followed at all times.

All candles must be contained or enclosed in glass. The flame must not reach higher than 2 inches below the height of the glass.

Anyone in your party creating nuisance may be asked to leave the Villa premises immediately and will be liable for any damages caused to either guests, employees or the proprietor.

All activities on the Property must be conducted in an orderly and lawful manner. PCV may remove any persons or possessions from the Villa premises. PCV may terminate your stay if it is reasonably believed that it is not being conducted in an orderly and lawful manner. PCV has no responsibility to you for any costs, damages, or expenses incurred in relation to PCV's termination of the booking.

PCV does not take responsibility for any introduction of food to the booking and the effect of thereafter.

No firearms or fireworks of any kind are permitted on the property.

Force Majeure

In no event shall PCV be responsible or liable for any failure or delay in the performance of its obligation arising out of or caused by, directly or indirectly, forces beyond its control including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural disaster or acts of God. PCV will take the appropriate action to mitigate the effects of said event and, in any event, the time period for the performance of an obligation shall be extended for the amount of time of the delay. If the delay exceeds six (6) months, PCV is entitled to terminate this agreement.

Contractors and Suppliers

Where goods or services are contracted from an external supplier additional terms and conditions will apply, such as additional deposits, and individual cancellation and confirmation policies. You are responsible for any fees that may apply in relation to the chosen suppliers' terms and conditions. Some external suppliers may levy a surcharge for public holidays.

PCV may at times act as an agent for external suppliers and, when doing so, the supplier holds all responsibility for their services, including price changes. Any information regarding external suppliers is provided as a guide and subject to change without notice. Further terms and conditions may apply. It is your responsibility to familiarise with the terms and conditions of your suppliers of choice prior to confirming their services.

PCV does not assume responsibility for the negligent acts or omissions of such suppliers who are selected by you. You agree to hold harmless PCV for any error, non-performance or change made by any supplier. Liability is limited to the fee paid.

All suppliers being used for an event must hold current public liability insurance. This can be requested at any time and is the responsibility of the client to ensure each supplier is adequately insured with public liability.

We reserve the right to deny permission for services that pose potential damage to our Property or violate our lease terms. PCV accepts no responsibility for any services provided by suppliers/vendors.

Privacy and Personal information

Personal information about visitors to our site is collected only when knowingly and voluntarily submitted. Personal information that visitors submit to our site is used only for the purpose for which it is submitted or for such other secondary purposes that are related to the primary purpose, unless we disclose other uses at the time of collection. Copies of correspondence sent from the website, that may contain personal information, are stored as archives for record keeping and back up purposes only. It is our intention that this policy will protect your personal information from being dealt with in any way that is inconsistent with privacy laws in Australia.

We may disclose personal information when we believe in good faith that the law requires disclosure. No data transmission over the internet can be guaranteed to be totally secure however we will endeavour to take all reasonable steps to protect and keep secure the personal information you transmit to us. Our employees and contractors are obliged to respect the confidentiality of any personal information held by us.

However, we will not be held responsible for events arising from unauthorised access to your personal information. For more information about privacy issues in Australia and protecting your privacy, visit the Australian Federal Privacy Commissioner's website <http://www.privacy.gov.au>

Special clause regarding COVID-19

PCV will act in accordance with Government regulations in the management of the event, including but not limited to travel restrictions, maximum capacities, social distancing, cleanliness, health and safety. PCV reserves the right to remove anyone from the event presenting a health or safety concern due to COVID-19.

Governing Law

Queensland law governs this Agreement and the courts of Queensland are the only courts which have jurisdiction to hear a matter arising from this agreement.

Acceptance

By paying the 25% deposit you agree to these terms of service.

Vehicle waiver

The Property is surrounded by national parks with abundant wildlife.

Roads and access tracks are narrow and conditions vary depending on weather and time of day.

It is a term of entry that no vehicle will exceed the speed limit on all roads and access tracks at Woodwark Bay **of 40 km/ hour**.

****Access will be immediately denied to any person found driving a vehicle in excess of the 40 km/hr speed limit or in any way which is considered, in the sole opinion of the trustee of Woodward Bay or its managers, to be dangerous and/or inappropriate.**

PCV is not liable for any damage caused to vehicles by accident or neglect.

Any incidents (including damage to any areas of the Property) must be reported to booking@paradisecovevilla.com.au

All drivers use the road at PCV at their own risk and must be prepared to get themselves out if they get stuck. The driveway and tracks are 4WD only during wet season and caution is to be exercised on non-sealed road and tracks. If the road is flooded, do not cross and seek help. Please do not park on lawn areas at the villa.

Entry Codes - Enter code at key pads mounted to either side of the rock wall at entry gate and proceed through the gate promptly, it will automatically close behind you.

You are not permitted to share the gate code or grant access to anyone else.