

Accommodation terms and conditions

Terms and Conditions of Temporary Holiday Accommodation

To maintain a good standard for our guests we require certain conditions to be complied with. We appreciate most will respect our property but the occasional abuse requires that we state the following conditions.

Cancellation if caused by the client, money paid is not refundable unless the house is re-let for the entire period. If a refund is made due to the property being re-let then a \$100 cancellation fee will apply.

The owners will make every effort to ensure the property is available as booked. However the owners reserve the right to make alterations to bookings due to unforeseen circumstances.

Pets are allowed by arrangement only. Pets must remain in control of the owner at all times. It is important pets don't bark, chase or in any way harass our peacocks, guinea fowl or very friendly and placid border collie, any animals on neighbouring properties or any wildlife on the property. Pets are welcome to sleep inside on the floor or in a pet bed but not on the furniture or the bedding. If this is not complied with you may be asked to leave.

Note Telsra mobiles have good coverage however other carriers can be patchy. There is no internet or TV at Chum Creek however some guests bring their own devices and hot spot off their smart phones.

In the event of a catastrophic fire day or an extreme fire day the owner has the right to cancel the booking and re book the guest for an alternative future date. Refunds will not be given. We recommend guests download the FIREReady app on their smart phones. Note the safest evacuation point from Chum Creek Hut is the RACV Club.

In the event of a power outage or bush fire evacuation resulting in a booking needing to be cancelled or cut short, the owners will make every effort to secure an alternative future booking at a discounted rate. (pay for 2 nights get a third night free) Refunds will not be given in the event of a power outage or bush fire evacuation.

Number of Guests should not exceed the number stated on the Confirmation Notice or subsequently agreed in writing or email. Fees will apply for excess guests not agreed with the owners in advance. Note the cost is based on number of beds used. If extra beds are used additional charges will apply. Visitors, other than guests booked are allowed by arrangement only

Parties and Functions are strictly prohibited. The price charged is for domestic use only and not commercial. Accordingly this rate does not allow for the extra wear associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Use contrary to this may result in additional payments.

Damage, Breakages, Theft and Loss are the tenants responsibility during their stay.

Departure - the property should be left in a similar state to its condition on arrival. It is expected that dishes are washed or placed in the dishwasher with the dishwasher on. Spills on benches, cooktop floor or furniture to be cleaned. Place rubbish in bins provided in bins outside the hut. Please ensure lights, heaters and air-conditioning are turned off before your departure. Check-out time is 10am by the latest, to allow time to prepare property for next guests.

Any breakages, stained / damaged bed linen, and excess cleaning requirements will be paid for with refundable damage deposit. The cleaning charge is at the absolute discretion of the owners based on cleaning required.

Disturbance to our neighbours, including excessive noise, is prohibited and may result in you being asked to leave.

Loss - the owners take no responsibility for the tenant's personal property.

No responsibility is taken for personal items left on the premises during or after departure. We do not accept liability for any injury, damage or loss and additional expenses caused directly or indirectly by events occurring during your stay. We do not accept liability for errors, omissions, default or negligence represented on our Website.

Chum Creek is a working property and from time to time tractors or other equipment may be in use.

If you would like to do some horseriding please check our website for options and book in advance to avoid disappointment.

Nothing in this agreement shall compromise the Owners' right to issue legal proceedings in Victoria or elsewhere at their discretion seeking damages and/or punitive relief for any express or implied breaches of this agreement and/or any claim that may arise by reason of negligence and/or willful damage of the guests and/or invitees whatsoever. This agreement shall constitute the whole agreement between the parties and any express and/or implied warranties imposed upon the owners or their servants and agents by legislation or law to the extent that it is possible are expressly excluded.

Variations to these conditions may only be made by prior arrangements with the owner in writing.

