



Terms and Conditions of Stay

1. Definitions

"Booking" means the period for which you have paid to stay at the property

"Guests" means the person(s) who stay in the property during the booking, adults, children and infants included

"Management" means the owners of the property

2. Acceptance of Terms and Conditions of Stay

Please ensure you read the Terms and Conditions of Stay carefully as payment of the Deposit constitutes as acceptance of the Terms and Conditions of Stay

3. Check in - Check out

- a) Check in time is from 2:00pm on the arrival date
- b) Please notify Management of an expected time of arrival prior to your arrival date
- c) Check out time is no later than 10:00am on departure date
- d) If you depart later than 10:00am additional fees will be charged
- e) To avoid any additional charges upon departure please leave your cottage in the same condition as you found it. All cottages are fully self-contained and therefore you are required to leave it in a clean and tidy condition

4. Guests

- a) Maximum numbers of guests per cottage must be strictly adhered to in accordance with the booking
- b) Management reserves the right to refuse check in or evict guests if numbers are found to exceed the booking agreement
- c) The maximum number of guests per cottage is as follows:
 - Murphy's Cottage (Cottage 1): 8 guests
 - Wood Cottage (Cottage 2): 8 guests
 - Pears Cottage (Cottage 3): 9 guests
 - Forrest Cottage (Cottage 4): 9 guests
 - Fritz Cottage (Cottage 5): 9 guests
 - Gillick's Cottage (Cottage 6): 2 guests
- d) Should the booker attempt to check in with more guests than booked, but within the maximum number of guests permissible in the cottage, subject to management agreement, additional guest costs will be calculated at at twice the prevailing published rate
- e) Should the number of guests vary during the booking, the cottage rate will be calculated on the maximum number of guests during the period of stay and this rate will be used for the entire booking

5. Payment

- a) Deposit is to be paid upfront at the time of booking and is non-refundable
- b) Remaining balance is due on arrival at Lewana Cottages
- c) Please note we cannot accept American Express on site at Lewana Cottages
- d) The guest is responsible for any credit card fees charged

6. Cancellation or Variation

- a) If you wish to vary or cancel your Booking please contact management as soon as possible
- b) Your deposit is non-refundable in the event of a cancellation or no show for whatever reason
- c) The guest will be charged the original booked total price if they alter the booking to a reduced price, or cancel, within 7 days of arrival, or 30 days if the booking is for school or public holidays, or in the event of a no show. An invoice will be sent to your nominated e-mail address to the value of the outstanding balance which is to be paid within 7 days
- d) If you are not able to travel to Lewana Cottages due to Pandemic Government (Federal and State) imposed travel /border restrictions, please contact management as soon as possible. In such an event, guests are able to transfer their deposit and move their original booking to a later date, subject to availability and within 12 months of the original check in date. Accommodation pricing at the time of the rescheduled stay will be used to calculate the outstanding balance.
- e) All guests shall comply with all Government (Federal and State) Pandemic vaccination or testing requirements for entry into Western Australia or to access Lewana Cottages. Where the guest does not so comply, and cancels or is unable to access Lewana Cottages, the guest shall forfeit any and all monies paid. The Cancellation or Variation policy concerning notice periods above will apply.

7. Unavailability

- a) If Lewana Cottages becomes unavailable for your occupancy due to unforeseen circumstances (eg, fire, storm, flood, damage etc.) then Management will inform you immediately. Moneys paid will be refunded in full under these circumstances



- b) If you are not able to travel to Lewana Cottages due to Government imposed travel restrictions in the event of Pandemic, please contact management as soon as possible
8. Parties and Functions
- a) Parties and functions require prior approval at the time of booking and special conditions will apply including; no disturbance of other guests, no undue noise, silence when entering and leaving Lewana Cottages, no behaviour likely to cause damage to property or offence or embarrassment to others
- b) Breach of this condition may result in immediate termination and eviction without refund
9. Linen and Towels
- a) We supply all linen including; pillows, blankets and towels which must be left where supplied in the bedrooms or bathroom on departure.
- b) Beach / Swimming towels are not provided
10. Pets
- On occasions when dogs are permitted to stay at Lewana Cottages, (Cottage 6 only):
- a) Dogs which are on the "Dangerous Dogs (Restricted Breeds)" register, as per the Dog Act 1976 (WA), are not allowed onsite
- b) Pet owners are responsible for cleaning up after their pets both within and outside of the property
- c) Pets are not allowed on furniture at any time, any evidence of pets on furniture or damage caused by pets in the cottages shall incur extra fees
- d) Pets must be kept under control, or on leads, to prevent danger to others including the wildlife at Lewana Cottages. Management reserves the right to evict guests if their dog is seen to be worrying the wildlife
- e) Please do not leave your pets alone in your cottage for the day, Management is not responsible for your pets during your stay, they must not be left unattended as they may become stressed and disturb other guests
11. Minors
- a) Persons under the age of 18 are not permitted to make bookings
- b) Persons under the age of 18 must be accompanied by an adult
- c) Children are to be supervised at all times. The cottage verandas, some steep areas surrounding the cottages, the dam and areas adjacent to Running Brook are not suitable for young unsupervised children. When lit the cottage wood fires become a risk to unsupervised children. Fire guards are provided and must be used to keep young children at a safe distance
- d) The booker will be held responsible for any property damage caused by minors accommodated in their cottage
12. Disturbances
- a) There are other cottages adjacent to your cottage, excessive noise levels will not be tolerated
- b) Guests must be quiet between 10pm until 8am
- c) Management reserves the right to evict any unruly guest
- d) If eviction is to occur then no refund will be given for the booking
- e) No trail or dirt bikes are to be used on the Lewana Estate. The noise and damage to the walking and cycling trails is not something we can allow
- f) No generators are to be used on the property
13. Smoking
- Smoking shall not be permitted in any of the following;
- b) Outside on the property, except in clearly designated smoking areas
- c) Inside Lewana Cottages owned or managed cottages, buildings or office spaces
- d) Inside and enclosed spaces
- e) Where it has been identified by the risk assessment process that there is a risk of explosion and / or fire
- f) Where it is prohibited by legislation
- g) Where persons may unwillingly be exposed to air contaminated with tobacco smoke
- h) Smoking is only permitted on the verandah of each cottage where appropriate bins are provided for the safe disposal of cigarette butts
- i) All butts must be disposed of in these appropriate bins. At no time are butts to be thrown on the ground or into the water
14. Swimming Dam
- Management take no responsibility for guests swimming in the dam. The wooden jetty has steps to assist getting in and out of the water but it's not the same as swimming in a pool.
- a) Do not run, jump or dive into the water as the depth cannot be guaranteed nor the absence of debris or obstructions. Always lower yourself in via the steps
- b) Guests swim at their own risk - No Lifeguard on duty
- c) Do not swim alone, under the influence of drugs or alcohol, or during the hours of darkness
- d) Children should always be supervised by an adult and any non swimmers must stay well clear of the water
- e) The area of water is not fenced



f) As with all warm inland waters such as lakes and dams in WA, the water may contain the amoeba which causes amoebic meningitis. The risk of amoebic meningitis is higher if the water temperature is over 24 deg. You can get amoebic meningitis if water goes up your nose

15. Vehicles

- a) The speed limit on the Lewana Estate is 8 Kmh which must be observed at all times. It has been derived due to the shared use of the gravel roads and tracks that cross the property. Users include young children, elderly guests, cyclists, wildlife and free range farm animals. The loose gravel roads and tracks often traverse steep gradients which also significantly increases stopping distances. Guests that consistently drive above the speed limit will be asked to leave. As per the clause above, If eviction occurs, no refund will be given for the booking
- b) All guests are required to stay on the gravel roads and not drive or park on the grass. Guests are not to remove or find their way around the bollards or pass through 'no access' signed gaps to park closer to the cottage. There are leach drains, septic tanks, storm water and other water pipes surrounding the cottages. If ignored, and any damage occurs, the full cost of repairs, which could be significant, will be charged to to the bookers account. An invoice will be raised detailing the repair costs plus 10% which is to be paid within 7 days
- c) Water is a very precious resource at Lewana Cottages. Car washing or the use of the fire hoses to do anything but fight a fire on the property is not permissible at any time

16. Additional Charges

Management reserves the right to charge a guest for any damages, breakages, missing items and other additional expenses that have been incurred as a result of your stay. An invoice with a full description of the charge(s) will be sent to the booker which is to be paid within 7 days

17. General

- a) Management takes no responsibility for any items that are left on the premises
- b) Management reserves the right to cancel any bookings at any time

18. Disclaimer

It is hereby acknowledged and agreed that Management will not be held responsible nor liable for any of the following;

- a) Any injury or loss suffered by the guests whatsoever or howsoever caused whilst in occupancy of the Cottage accommodation due to failure to take due care or in complying with the Terms and Conditions;
- b) any injury or loss suffered by the guests whatsoever caused due to negligence on their part;
- c) any injury or loss suffered by the occupants whatsoever caused as a result of insects, farm animals or wildlife in or around the Lewana Cottages site. All occupants are to take specific care at all times within this area

19. Problems or Complaints

In case of any problem or complaint, you must inform Management at the earliest opportunity so Management can have the chance to rectify the situation as quickly and efficiently as possible