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**Terms and conditions** for the provision of services at the CStay Guest House, owned by Anton Prinsloo of 32 Picnic Street, situated at Picnic Bay, Magnetic Island, Queensland

**Note! By Booking with Cstay, it is mutually understood that you have read, understood and agreed to the Terms and Conditions as detailed herein.**

## 1. Definition

The following definitions apply in these terms and conditions:

'Deposit'	means the payment specified in paragraph 5 and the Schedule.
'Guest House'	means Cstay which is owned by Anton Prinsloo of 32 Picnic Street, which is situated at Picnic Bay, Magnetic Island, Queensland.
'Keys'	includes regular metal keys and key cards.
'Services'	means the provision of accommodation and supply of food and beverages and other services, associated with Guest House services, by the Guest House, for you, described in writing by the Guest House in its brochure.
'Schedule'	means the Schedule of deposits, charges, payments and cancellation charges at the end of these terms.
'Standard Charges'	means the charges shown in any current brochure or other literature or signs of the Guest House.
'Terms'	means these terms and conditions.
'You, Your'	means you, the person for whom the Guest House has agreed to provide the services in accordance with these terms and who has agreed to these Terms by signature below.

## 2. All contracts

These Terms apply to all contracts of any kind made by the Guest House with You and apply to all reservations, bookings and agreements for accommodation and use of all facilities at the Guest House.

## 3. Reservations

- 3.1. If the Guest House confirms a reservation the booking is conditional on You supplying credit card details at least 7 days prior to check in and the authority for charges (including any cancellation charges) to be levied, on the payment terms in the Schedule.
- 3.2. If the credit card details and authority are not provided to the Guest House by you as per paragraph 3.1, then the contract will cease to have effect, except for any liability (including any cancellation charges) accrued by you. The Services that had been subject to the reservation may then be re-sold by the Guest House.

## 4. Supply of the Services

- 4.1. The Guest House will supply the Services to You under the contract.



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- 4.2. You shall at Your own expense supply the Guest House with all necessary information relating to the Services within sufficient time to enable the Guest House to provide the Services in accordance with the contract. You shall ensure the accuracy of all such information.
- 4.3. The Guest House may at any time alter the Services:
  - 4.3.1 to comply with statutory requirements (including those regarding health and safety health), or
  - 4.3.2 out of unforeseen necessity, and
  - 4.3.3 in any event, provided that the standard of the Services is not diminished.
- 4.4. All areas within the Guest House are designated No Smoking and No Pets Allowed, excepting of course registered guide dogs. Smoking, in any area of the Guest House, is a serious offence and will be treated as such, possibly resulting in the eviction of anyone breaking this regulation.

## 5. Charges

- 5.1. The charges payable by You shall be specified in writing or email message by the Guest House. If no charges are specified or other Services are provided to You, You shall pay for those Services at the rate of the published Standard Charges for the day on which the Services are provided.
- 5.2. The Standard Charges may be varied from time to time.
- 5.3. All charges shall include Goods and Service Tax at the applicable rate at the tax point.

## 6. Deposit payments

- 6.1. CStay doesn't take deposits, but instead, take credit card details and only charge them if the guest doesn't show or to recover costs incurred for any damage caused by You.

## 7. Your credit card details

- 7.1. Upon confirmation of Your booking, we shall request credit card details from you.
- 7.2. All personal and credit card details will be stored in line with Data Protection laws.
- 7.3. We shall charge Your card only where you do not show, or if you cancel (in line with the cancellation charges in the Schedule), or if you leave the Guest House without paying in full.

## 8. Payment

- 8.1. The payments to be made to the Guest House by you are to be made on the date of Your arrival and in the amount to be calculated as specified in the Schedule.
- 8.2. If any of the Services under the contract are varied prior to arrival then the payments shall reflect the latest details contained in the Guest House's literature.
- 8.3. Any additional charges due to the Guest House from You for the Services shall be paid by you on demand.

## 9. Your obligations

- 9.1. Arrival and departure times for accommodation are 2.00 pm and 10:00 am respectively; however, the Guest House shall make all efforts to be flexible as to these times.
- 9.2. When arriving early, there are storage facilities for storage of luggage.
- 9.3. You are responsible for the good conduct of Your guests in the Guest House and, in particular to ensure that they cause no nuisance or annoyance to any person and that they cause no personal injury or physical damage.
- 9.4. The Duty Manager may, at his/her discretion, carry out a room inspection of all rooms to determine that no malicious or accidental damage has occurred. Should any damage be found, the guest or group shall be



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charged accordingly, and the guest or group booking may be terminated at the Duty Manager's discretion with no refund of monies paid.

- 9.5. You shall:
- 9.5.1 not leave or render any part of the Guest House insecure;
  - 9.5.2 not do anything to cause a fire;
  - 9.5.3 comply with directions on all notices posted in the Guest House, such as fire notices;
  - 9.5.4 not allow anyone into the Guest House who has not paid for the accommodation. Should any guest or group be found to have non-paying persons staying in their room(s), the guest or group shall be charged for the extra persons and the on-going booking may be, at the Duty Manager's discretion, terminated with no refund of monies paid;
  - 9.5.5 not bring onto the premises illegal substances of any kind. Doing so will result in the eviction, and possible prosecution, of the offending party. The Guest House retains the right to refuse entry to the building of any persons that are clearly under the influence of illegal drugs or excessive alcohol.

## 10. Cancellation charges

- 10.1. You agree to pay charges to the Guest House in the event of cancellation of the booking of the Services or if You fail to take up the Services at the time and on the day that they were booked for.
- 10.2. Cancellation charges shall be calculated as specified in the Schedule.

## 11. Variation in requirement for Services

Any variation in numbers and accommodation requirements contracted for must be agreed in writing (which includes email messages) between the parties.

## 12. Liability of Guest House

- 12.1. The Guest House shall have no liability to You for any loss, damage, costs or expenses or other claims for compensation arising from any instructions supplied by You which are incomplete, incorrect, illegible, out of sequence or in the wrong order or form, or arising from Your late arrival, non-arrival or any other fault of You.
- 12.2. Except in respect of death or personal injury caused by the negligence of the Guest House, or as expressly provided in these Terms, the Guest House shall not be liable to You by reason of any innocent representation or any implied warranty, condition or other term, or any duty at common law, for any loss of profit, opportunity or any indirect, special or consequential loss, damage, costs, expenses or other claims (however caused) which arise out of or in connection with the provision of the Services (including any delay or failure to provide them) or their use by You, so however that, the entire liability of the Guest House under or in connection with the contract shall be limited to the amount of the charges for the provision of the Services in question.

## 13. Termination

- 13.1. If you commit any material breach of these Terms, the Guest House may at any time terminate the contract by giving written notice to You and 2 hours to vacate.
- 13.2. Any termination of the contract under this paragraph shall be without prejudice to any other remedies available to the Guest House.



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## 14. Entire understanding

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, they do not rely on any representation, warranty or other term not forming part of this agreement, including by reference.

## 15. Severability and waiver

- 15.1. If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.
- 15.2. No delay by the Guest House in exercising any right, power or provision hereunder shall operate as a waiver of the exercise of any right at a future time.

## 16. Contracts (Rights of Third Parties)

It is not intended that this agreement shall give any right or obligation.

## 17. Jurisdiction

The validity, construction and performance of this agreement shall be governed by the laws of the State of Queensland. Any dispute arising in connection with this agreement shall be subject to the exclusive jurisdiction of the Queensland courts.

### Acceptance by guest

I have understood and accept the above 'General terms and conditions' and 'Cancellations and amendments policy'. I assure that I have read and understood the "Important Product Information". I further assure that I am 18 years of age or over.

**Signed:** [guest name]



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## Schedule: Deposits, charges, payments and cancellation charges

### 18. Deposits

CStay doesn't take deposits, but instead, take credit card details and only charge them if the guest doesn't show.

### 19. Charges

Charges are as advertised and updated from time to time on the CStay booking page at [www.cstay.com.au](http://www.cstay.com.au).

### 20. Cancellation Charges policy

Cancellation charges for cancelling a booking are as follows:

If you need to cancel Your booking/booking request please notify us immediately by e-mail or fax. In the final step of these booking procedures, you will be prompted to print out all Your booking details. On this print-out, you can find our e-mail and fax contact details.

If you cancel after we have confirmed Your booking(s) or fail to arrive on the nominated day, we will charge you a cancellation fee. The amount of this cancellation fee is related to how long in advance, that is prior to commencement of stay, you cancel Your booking. Commencement of stay is the date you nominated to arrive at the Guest House. The cancellation fees are as follows:

- More than 24 hours: No charge
- Less than 24 hours before commencement of stay, or no-show: 100% of the first night's accommodation per room booked.

### 21. Amendments to bookings

All prices and information stated on this booking request are subject to change. Please note that every effort has been made to ensure the accuracy of all information on this website. However, CStay does not accept responsibility for any errors or omissions.

### 22. Payment terms

All charges incurred by You in the Guest House must be paid in full before you finally depart the Guest House. Payment may be made in cash or by the following types of credit or debit card: Visa, Master card, American Express.