

# INDAH ISLAND

## HAMPTONS FARM ESTATE ACCOMMODATION VENUE TERMS & CONDITIONS

Hamptons Farm Estate is owned and operated by Indah Island Pty Ltd (ACN 619 256 852) as trustee for The Indah Island Trust trading as either Indah Island or Indah Island & Co ABN 30 853 174 585 and includes its successors and assigns or any person acting on behalf of and with the express authority of Indah Island (hereafter “our”, “we”, “us”, “our Estate”).

These are the terms and conditions under which you (hereafter ‘the Client’ ‘you’, ‘you’ or ‘your’) agree to use the goods and services supplied by us. This agreement expressly supersedes prior agreements or arrangements with you.

These terms and conditions consist of:

- i. The Accommodation Venue Terms and Conditions
- ii. Schedule One, that outlines the package options;
- iii. The “Booking Form”, outlining your chosen package and details including chosen date of event; and
- iv. Hamptons Farm Estate Accommodation Terms and Conditions, as they vary from time to time.

The above documents will be referred to hereafter as “the Terms”.

The Terms below are important because they set out your rights and obligations when using these Goods and Services on your chosen date (hereafter ‘Your Booking’). Please read these terms carefully before booking with us or using our Estate.

On the basis that we do not take “tentative bookings” therefore the Booking Date/s and price quoted will not be confirmed until the Booking Fee is paid in cleared funds to our account and a signed set of these Terms and Conditions are received.

### 1. THE SERVICES

- 1.1. We offer our accommodation by way of package, which is outlined in the Schedule.

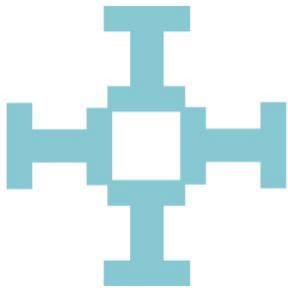
- 1.2. Confirmation of the Booking offered will be agreed between the parties and expressed in the Booking Sheet and finalised invoice provided to you.

### 2. BOOKING FEE

- 2.1. To book with us, a Booking Fee of 25% of the chosen Package price (including accommodation options) is required to secure your Booking Date (the Booking Fee’).
- 2.2. A Booking Fee is required for all bookings and is non-refundable and non-transferable (except where otherwise outlined within the Terms). The purpose of the Booking Fee is to not only secure our Estate and our Goods and Services on the specific day, but to pay for costs and expenses to ensure our Estate is maintained in preparation of your Booking Date.
- 2.3. The Booking Fee has been set as liquidated damages as a genuine estimate of loss suffered in the event that you cancel with us and our Services, regardless of whether we are able to re-book an event in its place. By paying the Booking Fee, you acknowledge and accept that the Booking Fee is not refundable and not transferable unless specified in these Terms.

### 3. PRICING

- 3.1. All parties executing these Terms will be jointly and severally liable for all payments owing to us. Where a third party is making payment for the Goods and Services, we may require that third party to execute a further agreement.
- 3.2. You should be aware that the prices quoted for the Package contained in the Schedule (‘the Package Price’), may change due to unforeseen circumstances not present at the time of taking your Booking. This includes where your initial expectations have exceeded what was expressed at the time of taking the Booking or you have asked us to provide additional services not contemplated at the time of making your Booking.



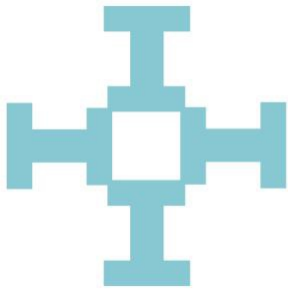
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- 3.3. You are required to pay for the Goods and Services as follows:
- 3.3.1. The Booking Fee as outlined in Clause 2 being 25% of the Package Price;
- 3.3.2. A Progress Payment of a further 37.5% of the Package Price, due five (5) months prior to your Booking Date;
- 3.3.3. A Further Progress Payment of a further 37.5% (remaining balance) of the Package Price and any payment for Additional Services incurred at that stage, due one (1) month prior to your Booking Date;
- 3.3.4. A security bond in the amount of \$5,000.00 by way of a credit card or cash, is to be provided to us 28 days prior to your Booking Date ('the Bond'); and
- 3.3.5. A sundry payment for any additional guests or expenses not included in the Booking but incurred leading up to, and on, the Booking Date ('the Sundry Payment').
- 3.4. For all payments we will provide you with an invoice for the Services in advance. Any payments made to us will be made via direct deposit or credit card. When paying by credit card, a merchant fee applies on all credit card transactions.
- 3.5. All prices are GST inclusive and are current at the time of quotation. All packages and Additional Services may be subject to a price increase at any time before the payment of the Booking Fee.
- 3.6. Public Holidays will incur a 15% surcharge of the booking Fee and Estate Hire Fee. We may offer weddings or events on Easter, Christmas & New Year's Eve weekends.
- 3.7. We reserve the right not to provide the Goods and Services if the payments are not made by you in accordance with these Terms.
- 3.8. We may terminate the agreement between the parties where you are in breach of the Terms, including but not limited to the non-payment of invoices. Where we terminate the agreement for breach, you will be responsible for all Fees and disbursements incurred or accrued prior to termination.
- 3.9. We reserve the right to cancel the Booking at any time prior to the Booking Date, in extenuating services, and with no liability other than to repay any amount of the Price paid in advance of the cancellation less the non-refundable Booking Fee.

## 4. POSTPONEMENTS AND CANCELLATIONS

- 4.1. You may cancel this agreement at any time, by notifying the Estate in writing and by doing so, you forfeit the Non-Refundable Booking Fee and any monies paid to date. Cancellation does not affect your obligation to pay for Services already provided.
- 4.2. In the event that you wish to postpone your Booking, and we are able to find another Client to take your original Booking Date, and their booking is of the same, or higher value, the following will apply:
- (i) Where you wish for a new Booking Date to occur within six (6) months of the original date, we will credit all your paid monies (including the Booking Fee) to the new Booking.
- (ii) Where you wish for a new Booking to occur within twelve (12) months of the original date, we will credit all the paid monies but for the Booking Fee and a further Non- Refundable Booking Fee must be paid; and
- (iii) In the event that you wish to postpone your Booking to a date beyond twelve (12) months, this will be treated as a cancellation in



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(iv) accordance with Clause 4.1 and your Booking will be treated as a new one. For the avoidance of doubt, the credit in clauses 4.2 (i) & 4.2 (ii) will only occur once we have secured another Client to take your original Booking Date, to the same value or more.

4.3. In the event that you wish to postpone your Booking, and we cannot find another Client to take your original Booking Date, the following will apply:

- (i) Where you wish for a new Booking Date to occur within six (6) months of the original date, we will retain your Non-Refundable Booking Fee and we will credit all other paid monies but for the Booking Fee. You will be required to pay a further Non-Refundable Booking Fee.
- (ii) Where you wish for a new Booking to occur beyond six (6) months of the original date, this will be treated as a cancellation in accordance with Clause 4.1 and your Booking will be treated as a new one.

4.4. Pursuant to the terms in 4.2 and 4.3, where you attempt to postpone your Booking within the six (6) month period to a date not available due to another Booking, we will provide a credit toward the total monies paid to us on the condition you rebook within six (6) to twelve (12) months from the original Booking Date however you will be required to pay a further Non-Refundable Booking Fee.

### 5. SMOKING AND USE OF FIRE

5.1. You and your Guests are unable to smoke cigarettes, e-cigarettes, and the like in the Estate, house, studio or in the carpark or ceremony sites. In the interest of public safety, those who wish to smoke must do so in the designated area only.

5.2. Management reserves the right to charge a Cleaning Fee of **\$1,100.00** where these smoking regulations are ignored, and significant cleaning is required to remove the cigarette butts from the premise and carpark areas.

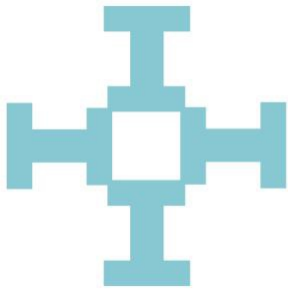
5.3. Given the Estate's location, you acknowledge that the lighting of fire, or use of items with naked flames, is strictly prohibited. Without restricting the applicability of Clause 8, you will hold us harmless, indemnify and keep indemnified us from any fines or prosecution in the event either you or your guests breach any law such as but not limited to fire restrictions or fire damage, crop or property damage. You will be liable for any direct, indirect or consequential loss suffered including being liable for the payment in order to rectify any damaged property so as to be placed back to its original state plus any payment of any fines, damages or charges incurred by us on a full indemnity basis.

5.4. Where candles are being used at our Estate on the Booking Date, all candles must be non-flame based to avoid fire risk and candle wax stains and spillage. In the circumstance where this is not adhered to and candle wax is spilt on the floors and tables, without limiting Clause 8, a separate Cleaning Fee of \$1,100.00 will be charged to you, in order to return the floors and tables into their original state.

### 6. DAMAGES, REPAIRS AND CLEANING

6.1. You are financially responsible for any repairs for damage to equipment or property, theft or extra cleaning costs which may become necessary due to the damage or other matters caused by guests or your invitees whether accidental or otherwise.

6.2. Where the Estate is returned in the condition it was provided to you, you will be refunded the Bond 7 days from the checkout date. Where items are damaged or lost, and the Bond is not sufficient to cover the loss or damage to the item, you will be liable for any costs above and beyond the Bond amount in order to repair or



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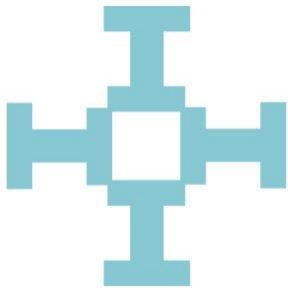
replace the item. It is at our sole discretion as to whether to repair or replace.

- 6.3. General and normal cleaning is included in the costs outlined in the Booking Sheet, however extra charges may be payable if the Booking has created cleaning needs above and beyond the normal standard of cleaning (to be determined at our sole discretion). The damage will be assessed for any major stains, bodily fluids, spillages and the cost associated to clean the area will be charged to you.

### 7. SPECIAL TERMS AND RESPONSIBILITIES OF THE CLIENT

- 7.1. Adults and Children are required to wear footwear at all times.
- 7.2. Guests must park vehicles in the designated areas only. Where vehicles are parked in non-allocated areas, we reserve the right to claim any damage to the Estate grounds suffered as a result.
- 7.3. You are responsible for ensuring that you, the guests and vendors do not enter restricted areas, such as the residential space on the property and pool area, unless booked as part of your event. You or any guest or vendor must not enter any areas marked, 'no entry', 'private residence', or the like.
- 7.4. You are responsible for ensuring that children are not placed at risk upon entering or leaving our Estate, including access to, and the use of, our pool facilities. You shall at all times remain solely responsible for the behaviour and safety of all guests using our pool facilities and equipment during the period of your stay.
- 7.5. We reserve the right to intervene with activities in and throughout our Estate on the Booking Date that are subjectively considered illegal, noisy, offensive or dangerous.
- 7.6. You must use your best endeavours to ensure that you, your guests, vendors do not do any of the following:

- 7.6.1. damage or attempt to damage any part of our Estate or its installations, fittings or fixtures;
- 7.6.2. damage, touch, lean against, sit on, move, cover, obscure or endanger any heritage items or displays in our Estate;
- 7.6.3. attach any sign, decoration or other item to any part of our Estate;
- 7.6.4. interfere with or alter any of the irrigation, electrical, security, lighting or sound systems in our Estate;
- 7.6.5. invite or permit into our Estate more than the expected number of guests specified in the Schedule;
- 7.6.6. enter areas of our Estate other than the area specified in the Schedule, except for the areas designated as the route for entry to and exit from our Estate or for use of toilet facilities;
- 7.6.7. create excessive noise or vibration in any part of our Estate;
- 7.6.8. bring into our Estate any flammable materials, or light or maintain a naked flame except in a manner approved by us in writing;
- 7.6.9. take or consume any food or drink outside our Estate, except into any areas specifically designated by our Estate for that purpose;
- 7.6.10. use our Estate for any purpose except the Booking as described in the invoice.



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- 7.6.11. do, say or display anything defamatory, offensive or of a pornographic nature;
- 7.6.12. remove or damage any fixtures, fittings or accessories from the premises;
- 7.6.13. Conduct yourselves, or encourage your guests to, in an antisocial manner (including “hooning” in vehicles) or any activities which may cause damage to the grounds, rural lands, crops or property.
- 8.4.2. the hire and use of or access to any part of our Estate;
- 8.4.3. any breach of the Accommodation and Housekeeping Rules;
- 8.4.4. alteration by us of the Package or Additional Services;
- 8.4.5. any actions of your employees, staff, contractors, agents, and invitees, including but not limited to; damage to items and equipment of vendors or surrounding farmlands and property.

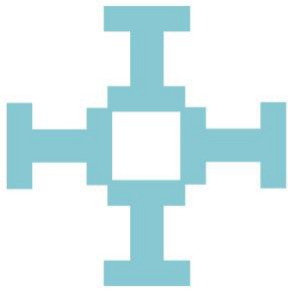
### 8. LIMITATION OF LIABILITY

- 8.1. All guests or invitees enter our Estate entirely at their own risk.
- 8.2. To the extent permitted by the law, and regardless of any other clause of these Terms, our liability (which for the purposes of this clause includes its related entities, employees, directors, agents and contractors) to you for any reason related to, or in connection with, the performance of or provision of the Goods and Services at our Estate shall be limited to the amount paid to us by you.
- 8.3. You warrant that you have checked that your vendors and/or contractors have the appropriate insurance in order to provide the Goods and Services for the Booking.
- 8.4. You hereby indemnify our Estate and our employees, volunteers, contractors and agents against and release them from any loss (including legal costs and expenses on a “solicitor and client” basis) or liability incurred by any of those indemnified arising from any claim, demand, suit, action or proceeding by any person against any of those indemnified where such loss or liability arose directly or indirectly from or in connection with:
- 8.4.1. any breach of this Agreement by you;

- 8.5. We accept absolutely no responsibility for personal effects, equipment or any other items supplied by you.
- 8.6. If any provision in these Terms and Conditions are found to be unenforceable for reasons of invalidity or illegality, the remaining provisions shall not be affected in any way whatsoever.

### 9. FORCE MAJEURE

- 9.1. The Estate will not be liable or responsible for any failure to perform, or the delay in performance of, any of its obligations under the Agreement that is caused by any act or event beyond the Estate’s control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as ‘force majeure circumstances’).
- 9.2. If a genuine force majeure circumstance occurs and means that the performance of the Estate’s obligations under the Agreement is impossible, we will contact you as soon as reasonably possible to notify you and our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of that force majeure circumstance.
- 9.3. This clause does not apply in circumstances where an event outside of the Estate’s control occurs but the circumstances still make the Booking possible (notwithstanding



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inconvenience or hardship). Both parties acknowledge and agree that Australia is currently in the midst of the world-wide COVID-19 crisis, and in an attempt to reduce person-to-person transmission of the virus, Federal and State Governments may implement certain social and economic restrictions that may prevent the operation(s) of our Estate. As such parties cannot rely upon general restrictions imposed as a result of the COVID-19 crisis as constituting a Force Majeure Event for the purposes of this agreement unless those restrictions make the performance of the contract completely impossible. Should the existing government restrictions continue, be extended or amended, or any further restrictions are implemented which:

- (i) In our reasonable opinion, make it legally impossible for your Booking to take place on the agreed date, then the parties must negotiate in good faith a postponement of the Booking to another mutually agreed and equivalent date (with regards to the below noted package price and minimum spend) with matching terms; should the event be due to take place with 72 hours' notice or less, then a further fee may apply. Resultingly the parties must negotiate in good faith a postponement of the Booking and remaining funds to another mutually agreed and equivalent date with matching terms (with regards to the below noted package price and minimum spend).
- (ii) Allow for the Booking to take place but with a limit on the maximum number of guests attending, then the parties must negotiate in good faith a variation to the maximum number of guests attending the Booking to comply with the government restrictions; or

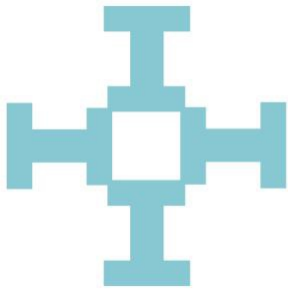
- (iii) Allow for the Booking to take place but with variations to the terms of the Booking, including but not limited to, room, start/finish times, bump in/out times, guest numbers, room set-up, seating, entertainment, and food & beverage services, then the parties must negotiate in good faith any changes to the terms of the Booking which are necessary to comply with the government restrictions and allow the revised Booking to take place.

9.4. If you cancel the booking or vary the booking because the alleged event outside of the Estate's control causes mere inconvenience or changes the Booking in a manner that does not suit you, any fees and charges that are deemed non-refundable remain so and the Estate is only obliged to use its reasonable endeavours to provide an alternative date. Otherwise, Clause 4 will apply as it would be considered termination at your initiative.

9.5. In genuine force majeure circumstances, the Estate will endeavour to arrange a new date for the Booking with you after the event outside of its control is over. Parties must use all reasonable endeavours to mutually agree on a new date. In force majeure circumstances, where an alternative date can be provided which has resulted from a force majeure event, the Estate will credit any amount paid already for a date that can be mutually agreed.

9.6. If you choose to book again and an event beyond the Estate's control is reasonably foreseeable, based on Government guidance, then the booking is done so at your own risk and the Estate is not liable for any loss suffered as a result of the failure of your second booking to proceed. The Estate is under no obligation to provide a further date as a result of any cancellation or postponement.

## 10. AMENDMENTS



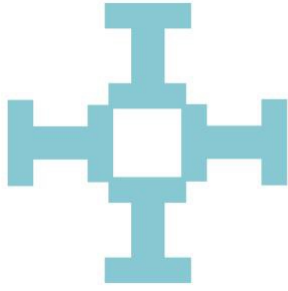
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Any variations subsequently agreed verbally between the parties and us will form part of these Terms and Conditions once in writing and emailed by us to you.

### 11. GOVERNING LAW AND JURISDICTION

These terms and conditions, their subject matter and their formation, are governed by the laws of Western Australia, Australia. You and we both agree that the courts in Western Australia, Australia will have exclusive jurisdiction.



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1. Standard check-in time is 2.00 pm.
2. Check-out time is between 8:00am – 10:00 am. If you intend to check-out outside of these times, you must notify us and obtain approval from reception at least 24 hours prior to check-out.
4. Late check-out will incur a fee on a per hour basis.
5. Late check out fees will be payable by you upon check-out or failing this, you consent to these fees being deducted from your deposit bond or charged to the credit card provided for the booking.

### Reception Hours

6. Reception hours are from 9:00am – 5:00pm, seven days a week. Separate reception hours will apply for public holidays and we reserve the right to amend these reception hours from time to time.

### Bond

7. You must provide a credit card for the bond payment 28 days prior to the booking date. In providing these card details you authorise us to deduct any amounts payable under our Hamptons Farm Estate Venue Terms and Conditions including the following:
  - a. deposit bond;
  - b. booking fees; or
  - c. any other amounts chargeable under these Accommodation Terms and/or as a result of any breach of our Hamptons Farm Estate Venue Terms and Conditions.
8. Any deposit bond held by us, is subject to clearance from management that there is no damage to the property or costs or expenses chargeable in relation to the booking. Bond refunds are processed 7 days after check-out. Please note some banks may take up to 10 business days after released to complete the process.

### Room occupancy

9. Maximum occupancy for each room type at any one time is determined by the Package that you have chosen with our Venue.
10. All guests must be registered with reception.

### Unaccompanied Minors

11. All guests and/or visitors under the age of 18 must be accompanied by a responsible adult at all times on the property (such as a parent, step-parent, guardian or other adult who has parental rights and responsible for the minor).
12. If a minor, whom is part of your booking or a visitor of yours, is found to be unaccompanied, we may cancel your booking and in such case the full booking amount is forfeited to us.
13. Management also reserves the right to contact the relevant authorities in relation to any unaccompanied minors.

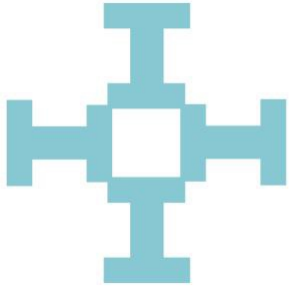
### Visitors

14. All visitors must sign-in at Reception, with current photo ID, and must be co-signed in by the registered room occupant, otherwise they will not be permitted to visit the premises.
15. No visitors are permitted before 10.00am or after 7.00pm, or on the first or last day of a booking.
16. No overnight visitors are permitted due to fire, health and safety regulations.
17. Visiting hours are subject to the discretion of management and can be changed without notice.
18. Registered guests are responsible for their visitors and their actions, either in house or the confines of the Venue.
19. Management reserves the right to remove any visitors that are in breach of these Accommodation Terms in its complete discretion.

### Alcohol and Illicit Substances

20. No person under the age of 18 years is permitted to consume alcohol on the premises. If anyone under the age of 18 years is consuming alcohol on the premises, the alcohol must be surrendered to the manager and management reserves the





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right to remove the person and/or the alcohol from the premises.

21. Excessive amounts of alcohol must not be brought onto the premises.
22. If any guest or visitor is identified as bringing excessive amounts of alcohol onto the premises, that person will be required to remove the excessive alcohol from the premises immediately, or alternatively, surrender the alcohol to management, which can be retrieved on check-out.
23. Where any registered guest, or any persons associated with that guest, display irresponsible consumption of alcohol practices and/or alcohol-related poor behaviour, management reserves the right to evict the guest or person from the premises.
24. No red wine is to be consumed in the bedrooms or lounge areas.
25. Management also reserves the right to contact the relevant authorities in relation to alcohol matters.
26. We have a strict policy of 'zero tolerance' regarding the consumption or possession of illegal substances. The consumption of illegal substances (which includes alcohol for those under the age of 18) is not permitted *under any circumstances* anywhere at the Venue.
27. Any person found in the possession of illegal substances will be evicted and reported to the police immediately. In such case the full booking amount will be forfeited to us.

### Common Property – BBQ Areas and Swimming Pool

28. Guests must not enter the pool area whilst under the influence of alcohol or illicit substances.
29. Guests enter the pool and the surrounding area at their own risk and we will not be responsible for any injuries to guests or their visitors while using the Venue facilities.
30. Guests undertake to:
  - (a) Wear proper swimming attire for use of the swimming pool facilities;
  - (b) Take a shower before entering the pool;

- (c) Children must be accompanied by a parent, guardian or responsible adult and under strict supervision by said person;
- (d) No glassware is permitted in the pool area;
- (e) Diving is strictly prohibited as it can lead to injury;
- (f) Spitting, spouting of water, blowing nose in the pool are prohibited;
- (g) throwing litter in pool premises is strictly prohibited as it may choke pipe lines/drainage system of swimming pool;
- (h) Gum chewing is not permitted anywhere in the pool area for health and safety reasons; and
- (i) Walk and not to run in and around the pool facility for their and others safety.

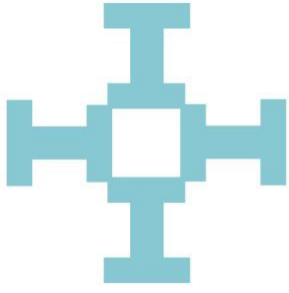
31. Any person suffering from a known serious medical condition (e.g. heart disease, severe circulation problems, epilepsy or respiratory problems) should not use the swimming pool.
32. We are not responsible for any loss or damage to any personal property, injury, disability or fatality even death arising from whatsoever reasons while exercising or playing in the swimming area.

### Septic and Water

33. The Venue runs with a septic sewerage system. You must refrain from flushing any items other than toilet paper or waste, down the toilet, as this will block up the septic system.
34. We also runs on rain water system, so we ask that you be conservative with water usage.

### Behaviour

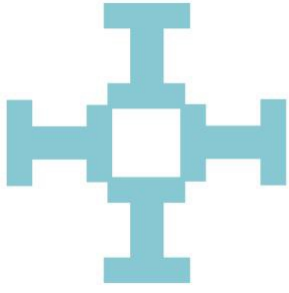
35. Guests undertake that;
  - (a) They will maintain acceptable and appropriate noise levels at all times and acknowledge that excessive noise will not be tolerated;
  - (b) They will not act or behave in a way so as to directly or indirectly disturb any other guests, visitors or management;



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- (c) They will act in accordance with these Accommodation Terms;
- (d) They will not bring any of the following onto the premises:
1. Animals or birds of any kind;
  2. Gun powder, oils or other explosives or flammable substances;
  3. Objects emitting a foul odour;
  4. Objects of an unusually large size or in unusually large quantities;
  5. Unregistered firearms, swords or illicit substances; and/or
  6. Any other articles, the possession of which is prohibited in Western Australia or Australia.
36. No nudity is observable from inside or outside of the Venue.
37. No adult entertainment will be tolerated.
38. The smoking of cigarettes and tobacco products is completely prohibited in the Venue, including the house, in rooms and surrounding area, other than the designated smoking area. Cigarette butts must be extinguished in the designated pots. Any guests found smoking in rooms will be charged the costs of deodorising the house, including management's administration costs for attending to this.
39. Guests are responsible for the security of their room and their possessions. Guests must lock/secure their room (including any doors or windows) each time they leave the room.
40. Guests indemnify us in relation to any damage to the Premises or the Venue as a result of their failure to lock/reasonably secure their allotted room.
- Damage to property**
41. All guests undertake to:-
- (a) Take full responsibility for the actions of any visitors, including damage caused to Venue, including rooms or public areas and the rectification of such damages;
- (b) accept full financial responsibility for any damage caused to any Venue, including the house and its contents and any common areas;
- (c) Ensure the property is returned in the same condition as at time of initial occupation;
- (d) Report any damage or breakages immediately;
- (e) Keep the venue and house tidy and presentable at all times & remove rubbish daily;
- (f) Not remove crockery, utensils or furniture from the venue; and
- (g) Pay the fees for a replacement room keys should a guest lose or misplace their allocated keys. This will require a new set of locks. Guests accept the associated fees with the keys are increased due to the nature of the security keys and cost of replacement.
- (h) Guests indemnify us for any costs, expenses or charges associated with any of the non-compliance with any of the undertakings set out in these Accommodation Terms..
42. Where there is damage to the Premises or the property is not returned in the same condition as at time of initial occupation, guests agree that they will bear the expense of appropriate rectification as deemed necessary by us. Should the property be unsellable, any extra night's accommodation may be charged to the guest account for the period in which the room is unsellable for.
43. Guests consent to costs, charges or expenses under these Accommodation Terms. which are, or become, payable by them or a guest in their booking, being recovered from the security deposit for the booking or the allocated credit card for the booking.
44. The occupants of the property are jointly and severally responsible for all inventory in the property and room they are occupying. The property will be checked upon arrival and departure. Each occupant of the property acknowledges and agrees that they:



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## HAMPTONS FARM ESTATE ACCOMMODATION TERMS & CONDITIONS

- (a) are jointly and severally responsible for the cleanliness/tidiness of the property and will be jointly and severally liable for any cleaning fees;
- (b) are jointly and severally responsible for any missing or damaged items in the property which must be paid for prior to departure; and
- (c) jointly and severally indemnify us and shall keep us indemnified against any loss, costs, expenses, damages or claims we may suffer or incur as a result of or in connection with; (i) any items missing from or damaged in the property; (ii) any damage to the house; (iii) any damage to the premises as a result of their behaviour or their visitor's behaviour.

### Parking

- 45. The Venue has designated car-parking spaces available for guest use. These spaces cannot be reserved and are provided on an 'as available' basis.
- 46. Guests must not obstruct or hinder other guests from use of any car-parking facilities, including reserving any car-parking spaces.
- 47. Use of the Venue's car-park facilities are at guests own risk and liability. Vehicles and guest property, including bicycles, left on any grounds of the Venue are left at guest's liability and responsibility. We assume no liability for any damage, theft and/or loss of any guest property, vehicles, occupants while operated or parked on Venue, including any car-parking areas, and you waive any and all such liability.
- 48. If a vehicle is left in the Venue parking lot after the guest has departed without our written consent, we reserve the right to have the vehicle towed at the owner's expense. No vehicle repairs are permitted to be undertaken on Venue.

### Lost Property

- 49. Any items left behind by a guest, shall be returned on request and his/her expense.
- 50. If we do not receive such instructions, we will store the items for a period of 30 days. After this time, if you have not

contacted us regarding the lost property, we are authorised to give away the items to a charity of our choice or dispose of the items as we see fit.

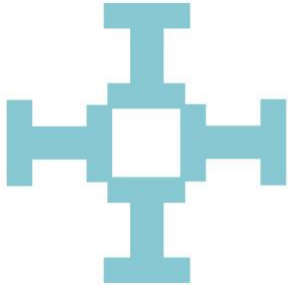
- 51. We do not store perishable or illegal items or substances.

### Room Access/Inspections:

- 52. Registered guests agree to allow management to, and will not hinder management from doing the following;
  - (a) enter the house or room at anytime on the report of a disturbance or breach of any of the Accommodation Terms; and/or
  - (b) enter the house or room in the presence of the registered guest to undertake routine maintenance inspections.
- 53. Management reserves the right to enter the house at any time without the presence of the registered guest in circumstances where there is strong evidence damage is being caused, or is likely to be caused to the house, furniture or fittings or there is a breach of these Accommodation Terms.

### Fire

- 54. Guests undertake that:
  - (a) Careless and/or deliberate activation of the Venue fire alarm system, (including but not limited to in room alarms, corridor manual call points, fire hoses, extinguishers and sprinkler systems) will be reported to the relevant authorities and they will be responsible for payment of the Western Australia fire services, or applicable authority's, charge out fee;
  - (b) they are prohibited from doing any act which is likely to cause a fire and from using any heat-generating articles in a Venue such as a water heater, cooking appliance or iron, save for the items already provided in the Venue room;
  - (c) The registered occupants jointly and severally indemnify us against such fire service call-out charge; and



# INDAH ISLAND

## HAMPTONS FARM ESTATE ACCOMMODATION TERMS & CONDITIONS

- (d) Guests and visitors are not to use any emergency exits, stairwells or doors other than in the event of an emergency.
- (e) Guest jointly and severally indemnify us and shall keep us indemnified against any loss, costs, expenses, damages or claims and you will hold us harmless, from any fines or prosecution in the event either you or your guests breach any law such as but not limited to fire restrictions or fire damage, crop or property damage. You will be liable for any direct, indirect or consequential loss suffered including being liable for the payment in order to rectify any damaged property so as to be placed back to its original state plus any payment of any fines, damages or charges incurred by us on a full indemnity basis.
- injury/emergency which may include calling an ambulance. Guests release us from any liability, claim, loss or damage as a result of our staff administering any first-aid in accordance with these Accommodation Terms.

### Our Responsibility

60. We will not be responsible for, or liable for, any damage, loss or theft of any items, property, or valuables on or at the Venue.
61. We are not responsible for, or liable for, any loss or damage to any personal property, injury, disability or fatality even death arising from whatsoever reasons whilst occupying or on Venue.

### Breach of the Accommodation Terms

55. Management reserves the right to enforce eviction of any guests or occupants at its discretion without explanation, if it is confirmed that a breach of these Accommodation Terms has occurred.
56. If any guests are evicted due to a suspected breach of these Accommodation Term, guests acknowledge and agree that any amounts paid for the booking shall be forfeited to us, and we are authorised to charge any amounts payable under these Accommodation Terms, from the deposit bond or credit card for the booking.
57. A first and final warning may be issued to guests who breach these Accommodation Terms where we deem applicable. However, management reserves the right to evict any person(s) in breach of these Accommodation Terms without warning.
58. Management reserves the right to refer any matter(s) to the Police or relevant authority.
59. Guest and visitors agree to provide staff with full authority to administer first-aid as deemed necessary in the event of