



PO Box 1255
Mudgee NSW 2850
Mobile: 0428 482 198
Email: bookings@cawarramudgee.com.au
www.cawarramudgee.com.au



STAY ON THE PARK MUDGEE

Terms & Conditions

Stayz/HomeAway/Airbnb:

Payment: A deposit of 50% of the total booking amount is taken once acceptance has been made. The remaining balance is debited 28 days prior to arrival (2-28 days) via Stayz instant book facility. Credit card (Mastercard & Visa only) details are required for all instant bookings. If less than 28 days to arrival, the full amount is debited.

Please ensure you check your chosen booking site for their own terms and conditions and that these can be modified, changed or erased without the knowledge of Stay on the Park Mudgee.

Deposits: are non-refundable, nor negotiable.

Tentative holds: cannot be honoured as bookings are made through several different live booking sites.

Cancellation Policy: Cancellations made within 28 days of booking arrival date incur a 100% cancellation fee. If cancelled 28 or more days before arrival forfeiture of the 50% deposit of total booking is incurred

Stay on the Park Mudgee Webpage:

Payment: Full payment required at time of booking via credit card (Mastercard & Visa only) on www.cawarramudgee.com.au website.

Deposits: Deposits are not taken due to a third party booking system provided by Australian Tourism to protect consumers. Credit card details are not retained. Tentative holds cannot be honoured as bookings are made on a live booking site.

Refunds: Refunds can be made in line with our Cancellation Policy below.

Cancellations: Cancellations made within 0-14 days of booking arrival date incur a 100% cancellation fee. If cancelled 14 or more days before arrival a 20% administration of total booking is incurred

All bookings are held in good faith to the arrival and departure date listed on your reservation confirmation, at the rate specified. To confirm reservations, current valid credit card details are required. Full payment and a valid Credit Card number (As a Security measure) are required 30 days prior to arrival. Or at time of booking if less than 30 days prior to arrival date. Variations to this may apply during peak periods at the discretion of Stay on the Park Mudgee accommodation. Stay on the Park Mudgee reserves the right to move a booking to alternative but similar accommodation due to circumstances beyond the control of Stay on the Park Mudgee. No liability is accepted by Stay on the Park Mudgee if such a move is made.

In making a booking with Stay on the Park Mudgee you are promising that:

- You are making a legitimate reservation on your own behalf or another person for whom You are legally authorised to act and for no other purposes;
- You are the authorized card holder for the credit card you are using to pay for the booking.



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- You agree to the payment terms and cancellation policy of Stay on the Park Mudgee as set out below;
- You promise that all information that you supply is true and correct;
- You agree to pay fees, taxes or the like which may be imposed on Stay on the Park Mudgee by any government or authority.

Longer Term Bookings/Corporate Events

Longer stay bookings are permissible and discounts may apply by prior arrangement. Enquiries for corporate events may be considered by prior arrangement also.

Cancellation fee

A cancellation fee of 100% of the booked accommodation fee will apply to any booking cancelled within 0-14 days of arrival date. If a booking is cancelled in writing 14 or more days prior to arrival date then 20% of the total amount paid will be charged.

Stay on the Park Mudgee may alter these terms and conditions for specific bookings, and advise by return email, the terms and conditions that will apply. (i.e. Group or Peak Period reservations)

Payment of reservation

Stay on the Park Mudgee accepts Visa and MasterCard credit cards. All prices are inclusive of GST and are in AUD\$ (Australian dollars).

Rates are subject to change without notice.

Terms & Conditions: Rules of the House

*Strictly No Pets Allowed & NO SMOKING (Evidence of smoking or pets in the house will incur a \$350.00 cleaning & deodorising fee).

*WARNING: These properties are in a residential area; any noise disturbances after 12pm may be reported and penalties imposed.

*IMPORTANT: A maximum of 10 people only can reside in each house. Council regulations stipulate that if this is breached, penalties will be imposed and liability incurred by the booking applicant.

*Parties/Gatherings: It is expected that guests staying will be considerate to the neighbours and as such it is requested that parties and/or group gatherings greater than the number of actual guests staying is restricted. Prior approval for functions must be sought and refusal is not intended to offend, however full consideration will be made only if approval is granted prior to booking. Post booking arrangements may not be approved and cancellation of booking may be requested with cancellation terms adhered to. Please consider this prior to booking.



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Haylock
--- on the park ---

STAY ON THE PARK MUDGEE

***Fires:** Wood fires are not permitted on site. Both houses provide inside heating with an internal gas fireplace and reverse cycle air-conditioning. All internal chimneys have been capped and are too brittle to cope with the heat generated by fires (with the exclusion of the professionally fitted gas fire supplied).

***Losses & Breakages:** Excluding normal wear and tear, any losses and breakages will be reclaimed on the booking applicant's nominated credit card. Full responsibility lies with the booking applicant. Stay on the Park prides itself in the superior quality of its accommodation. To ensure that the standards are maintained for our accommodation we have a policy in relation to losses and breakages.

With the exception of fair wear and tear any loss, damage or breakages (including lost nights, at the standard daily rate, due to closure for repairing loss, damage or breakages) will be charged to the nominated credit card provided at the time of booking. If there are insufficient funds on the nominated credit card to cover the payment for any loss, damage or breakages then Stay on the Park Mudgee reserves its rights against the client. In the case that a nominated credit card is unavailable a 'Statement of Claim' will be lodged against the booking person and all liability is placed on the booking person to recover costs incurred including legal action.

***PIN Code Access:** Cawarra on the Park and Haylock on the Park provides to its clients on confirmation of booking a unique PIN/access code for the duration of the booking at the accommodation. Your PIN/access code is your "key" to the accommodation being provided to you. As such you are responsible to ensure that the PIN/access code is not divulged to any third party. Should you divulge the PIN/access code to a third party then you acknowledge that you will be responsible for all losses, damage and breakages that occur in the accommodation which occur as a result of the use of the PIN/access code.

***Telephone:** There is no telephone service provided at the residences. We recommend that clients have mobile phone access during their stay.

***Internet:** Wi-Fi broadband is provided; please enquire about the password upon arrival. Only legitimate usage of internet is granted and if found to be excessive will incur additional charges or the instant termination of access.

***Weekend Tariff:** Minimum two (2) night stay on weekends and a three (3) night minimum stay on the following long weekends: Queen's Birthday, Labour Day & extra public holidays gazetted when added to Christmas/Boxing Day that fall on a weekend. Easter is a minimum 4 night stay. A weekend is deemed to be a Friday & Saturday night.

***Discounts:** Discounted rates may apply for longer term & corporate stays by prior arrangement.

***Children:** It is at all times the responsibility of parents to fully supervise children in their care whilst residing at Cawarra and Haylock. Although the garden and houses are secure, there may be cases that small children may encounter areas of risk, eg. Wooden cubby house, rock edges on gardens and a covered pond. Please ensure that you are aware of ever present risks to your children.

***Travel cots** are not provided.

****Please note:** A review of the tariffs and terms & conditions may occur without notice at any time. Quoted rates above are guaranteed for 14 days only from date of this email transmission.



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Terms & Conditions – Bookings

Bookings

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- You are the authorized card holder for the credit card you are using to pay for the booking.
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Privacy Policy



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STAY ON THE PARK MUDGEE

General

Our Stay on the Park Mudgee accommodation houses includes and is not limited to Stay on the Park at 29 Short Street, Mudgee and Haylock on the Park at 27 Short Street Mudgee. Stay on the Park recognises the Privacy concerns of its customers, clients, guests, contacts and the users of its Web Site.

The Privacy Policy represents our policy as at 01 January 2017. Stay on the Park will review this Privacy Policy ('the Policy') periodically and reserves the right to modify this Policy from time to time in whole or part, subject to any statutory rights you might have under the Privacy Act and any other applicable legislation. You should review the Policy on Stay on the Park Web Site periodically to ensure that you are updated on any changes.

This Policy applies to on line and off line interactions and/or transactions.

In this Privacy Policy any reference to:

The "Privacy Act" is to the Federal Privacy Act 1988 and any amendments.

Stay on the Park means JW & KM Guest (ABN 69 203 868 403) and includes its related entities, and other organisations and individuals operating under JW & KM Guest

The "National Privacy Principles" means the National Privacy Principles for the Fair Handling of information set out in the Privacy Act.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

The "Web Site" means the official Stay on the Park Web Site www.stayontheparkmudgee.com.au.

Personal Information collated by Stay on the Park may be held by us for our own statistical referencing and will not be divulged to any other parties without the express permission of customers (refer below)

Stay on the Park contact details in relation to privacy matters are C/- Privacy Officer:

P.O Box 1255 MUDGEE NSW 2850.
Phone 0263 723 326

Collection of information

- We will only collect Personal Information if it is necessary for one of our functions.
- We will collect Personal Information in a lawful and fair way.
- Where possible we will make the provision of Personal Information optional.



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- It is necessary for us to collect Personal Information to carry out a number of functions, including but not limited to;
- Completing a booking for you or your agent either on-line or offline via the Stay on the Park central reservations service or other Stay on the Park sales contact. This may involve the collection of information from an agent e.g. on line, a travel agent or computer booking service;

Providing further information pursuant to a request;

- Where you submit a guest survey at a Stay on the Park Mudgee Property and provide your personal details and/or consent to being contacted;
- Where you submit a request for a Brochure and or Special offer;
- Where you provide feedback about the Stay on the Park Mudgee either off line or on our Web Site; and

If you enter a Stay on the Park Mudgee competition.

- Where you have elected to receive further information by email, we may collect details such as whether you open the email, forward the email, access any of the links, or take up a Special Offer.
- We may collect, use and disclose non personal information such as:
The source of bookings and statistics in relation to bookings;
The source of users of the Web Site (e.g. Internet Service Provider, country), statistics on the number of users etc (see Item C below).

Cookies & Links (For Web Site users)

A "cookie" is a piece of electronic information that is stored on your browser by the Web Site. The Web Site can then refer to that cookie to remember the context of the current user.

Stay on the Park Mudgee Web Site only uses session cookies. Session cookies hold transient information about the current user's context (within a single "session") rather than between visits. Session cookies delete themselves each time you close or re-open your browser, or after 2 hours (whichever comes first), leaving no trace of Personal Information anywhere - neither on the Web Site, nor on the browser.

These session cookies are necessary for the user to browse the Web Site (i.e. you are not able to use the site if you disable the cookies). The session cookies are not stored in the "Windows/Cookies" or the "Windows/Temporary Internet Files" folders or on disk in any way.

The Stay on the Park Mudgee Web Site uses cookies for identification information. It does not use cookies for; tracking the behaviour of individual users; or to store Personal Information,

The Stay on the Park Mudgee Web Site may from time to time contain advertisements placed by third party companies



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or links with other web sites. Web sites associated with those third party companies or accessed via these links may contain cookies which may operate differently and collect personal information by different methods. We strongly suggest that you check the Privacy Policies of these sites.

Stay on the Park Mudgee does not monitor these sites and is not responsible for their content. If you link to another web site you do so at your own risk. Stay on the Park Mudgee makes no warranties regarding these web sites and takes no responsibility for any Privacy Policies or practices of any sites linked to the Web Site.

Use of Personal Information

- We will use the Personal Information which we obtain from you (or your agent) to meet the purpose for which the information was provided.
- We may use non-personal data for various purposes including, amongst other things analysis, improving our processes, services and products.

The Stay on the Park Mudgee Web Site provides you with the opportunity of electing to receive information about specials or other services offered by Stay on the Park Mudgee.

You may notify us if you do not want to receive direct marketing communications or any communications from us, by notifying the Privacy Officer. In the case of e-mail communications or offers, you will have the additional option to unsubscribe.

Stay on the Park Mudgee will not sell or trade your Personal Information to third parties without your consent, however Stay on the Park Mudgee may distribute Personal Information to its related entities and other members of its group for marketing purposes and general business purposes (unless otherwise specified by you in accordance with Item D5).

Disclosure of Personal Information

The Personal Information that you have submitted may be disclosed to a third party to the extent necessary to provide the service that you have requested or to meet the purpose for which it was submitted.

Where you make a booking via the Stay on the Park Web Site or via the Stay on the Park reservations service, the Personal Information that you submit will be disclosed to the relevant Stay on the Park Property that you (or your agent) are booking in order to complete the reservation.

It may be necessary to disclose Personal Information in order to participate in activities with other business partners - if this is to be the case this will either be disclosed to you at the time of collection or reflected in an amended Privacy Policy.

In order to operate our systems and Web Site, from time to time we may engage contractors for a variety of purposes e.g. to assist us with mail outs, our databases or, email campaigns. Where this is necessary we will obtain their



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agreement to comply with the National Privacy Principles.

Personal Information may be disclosed to a third party if:

- the disclosure is permitted by the National Privacy Principles;
- the disclosure is required or authorised by law;
- Stay on the Park believes that the use or disclosure is necessary:
 - to lessen or prevent a serious and imminent threat to an individual or public health and safety; or
 - to disclose to an enforcement body or relevant authority as permitted by the National Privacy Principles; or
 - we have advised you that it will be disclosed to a particular third party at the time of collection or in this Policy.

Access

Should you seek access to your Personal Information, please forward a written request to the Privacy Officer.

We will provide access to Personal Information in accordance with the requirements of the Privacy Act. We may charge reasonable fees for access.

Accuracy

We will take reasonable steps to ensure that the Personal Information that we collect is accurate, complete and up to date.

Security

We will take reasonable steps to protect the Personal Information we hold from misuse and loss and from unauthorised access, modification or disclosure.

Stay on the Park has taken the following measures to help secure the Personal Information submitted via the Stay on the Park Web Site:

Reservations:

The Reservation Request Forms on the Stay on the Park Web Site are secured by the Secure Socket Layer (SSL) protocol. This protocol ensures that all information submitted in our online reservation request system is sent directly to the Stay on the Park hosting server limiting the danger of interception.

E-mails:

E-mails transmitted from the hosting server to the Stay on the Park reservations service are protected using a 512 character key utilising cipher text encryption to prevent and detect tampering with, interception, or forgery of messages.

Secure channels:

Both Microsoft and Netscape browsers provide users with a positive visual clue that they are at a secure site. In Netscape Navigator and Microsoft Internet Explorer, the closed padlock icon appears in the lower right hand corner of



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the browser.

Whilst Stay on the Park will take all reasonable steps to protect the transmission, no data transmission over the Internet is guaranteed to be totally secure. As such we make no warranty about the security, accuracy or privacy of Personal Information submitted to the Stay on the Park Web Site.

Further Information, Correction & Deletion

If you require further information about our privacy procedures or you would like to make corrections to your Personal Information held by us, please forward your written request to the Privacy Officer.

If you would like us to delete your Personal Information you should write to the Privacy Officer who will use all reasonable endeavours to delete your Personal Information from Stay on the Park records.

Complaint Process

If you have any concerns in relation to the handling of your Personal Information, please direct those concerns in writing to the Privacy Officer.

More information about Privacy Law is available from the Federal Privacy Commissioner at www.privacy.gov.au.

Security and Video Surveillance

To ensure that both our clients and accommodation are secure and safe Stay on the Park monitors movement to and from its accommodation and the surrounding precinct. Stay on the Park promises that there are no cameras or monitoring devices in the accommodation itself. Points of access to the accommodation are monitored via electronic security (PIN number/access code). The external accommodation precinct is monitored via video camera with all images stored off site for use only in circumstances where a breach of security has occurred.

Stay on the Park uses a booking system where information about a client is stored and which is used solely for the purpose of facilitating a client's booking request. Elements of the booking request are then sent to a secure security server to allow the creation of a unique PIN code to give access to the accommodation for the duration of the client's booking.

Web Site Terms & Conditions

[Download PDF version of Website Terms and Conditions](#)

Variation of Terms and Conditions

Use of this site

Unlawful or Prohibited Use

Copyright

Trademarks



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STAY ON THE PARK MUDGEE

Disclaimer
Third Party Web Sites
Viruses
Privacy
Applicable Law

This is the site of the Stay on the Park Mudgee
By accessing this site you agree to accept, without qualification or limitation, all the Terms and Conditions as set out in this site.

Variation of Terms and Conditions

These are the current Terms and Conditions for use of this Site. Stay on the Park may at any time vary the Terms and Conditions by Stay on the Park displaying the changes on this site and by visiting this site you acknowledge you will comply with the Terms and Conditions. You are advised to refer to the Terms and Conditions regularly as you are bound by them.

Offers, promotions and other programs may be offered from time to time on this site. Any such offer, promotion and/or program will be subject to terms and conditions. Stay on the Park reserves the right to alter, change, remove and/or replace any offer, promotion and/or program at any time without notice.

Use of this site

This site is to provide you with information on Stay on the Park properties throughout Australia and to assist you in making a reservation with Stay on the Park properties.

To use this Site:

You must be 18 years or older;
You must have the legal authority to enter an agreement, and you agree to at all times be bound by the Terms and Conditions herein.

If making a reservation via this Site:

- You are making a legitimate reservation on your own behalf or another person for whom You are legally authorised to act and for no other purposes;
- You are the authorized card holder for the credit card you are using to pay for the booking.
- You agree to the payment terms and cancellation policy of Stay on the Park Mudgee as set out below;
- You promise that all information that you supply is true and correct;
- You agree to pay fees, taxes or the like which may be imposed on Executive Oasis by any government or authority.

Unlawful or Prohibited Use



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As a condition of usage of this site you agree that you will not use this site for any purpose that is unlawful or in any manner which violates any rights of Stay on the Park or any relevant third party or related entity of Stay on the Park or which is prohibited under the Terms of Use.

Copyright

This site and its contents are subject to copyright and other intellectual property rights whether registered or unregistered. Any other use of the content of this site is prohibited, including but not restricted to: Modification, reproduction, transmission, performance and/or display.

Trade marks

The Stay on the Park name and logo are trade marks of JW & KM Guest. The trade marks may not be used for any purpose without the express permission of JW & KM Guest.

Disclaimer

Whilst Stay on the Park has reviewed this site to ensure that the information on this site is free from error, it does not guarantee the accuracy, adequacy or completeness of the information contained in the site.

Under no circumstances will Stay on the Park, its officers, employees, agents, contractors or its related entities be liable for any direct, indirect, incidental, consequential and/or special damages, claim, loss, loss of profits or expense whatsoever which result from any access or use, or any inability to access or use the site or in connection with any material.

Third Party Web Sites

This site may provide links with other web sites operated by third parties. Stay on the Park does not monitor these sites and is not responsible for their content. If you link to another website you do so at your own risk. Stay on the Park makes no warranties regarding these websites.

Viruses

Stay on the Park will not guarantee that any file and/or program available for download and/or execution from or via this site is free from viruses or any other condition that may damage, interfere with data or hardware or software that may be used. On agreeing to these terms, you release Stay on the Park from all responsibility for the consequence of its use and take responsibility for all risk of use of programs and files on this site.

Privacy

Please refer to our Privacy Policy.

Applicable Law

The use of this site is governed by and is to be construed and enforced in accordance with the laws of New South Wales, Australia. By using this site, you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales.



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