

# A Place To Stay In Derby

## Terms and Conditions



### General

By submitting a booking request for accommodation online through this website ([www.aplacetostayinderby.com.au](http://www.aplacetostayinderby.com.au)) or directly by email, SMS text or telephone you agree to the following terms and conditions:

1. The Guest is defined as the person making the booking request and is responsible for making all payments.
2. The Owner is defined as the business owners of A Place To Stay In Derby.
3. The website is defined as the website [www.aplacetostayinderby.com.au](http://www.aplacetostayinderby.com.au).
4. The Guest must be at least eighteen years of age to make a booking request for accommodation through this website.
5. All prices shown on this website are in Australian dollars (AUD) and all payments shall be in Australian dollars.
6. All communication in connection with a booking request will be between the Guest and the Owner.
7. Check-in instructions and key collection information will be sent to the Guest by email after full payment and security deposit has been received by A Place To Stay In Derby.
8. A Place To Stay In Derby shall be available from 3pm on the first day of Guest's stay and must be vacated by all Guests by 10am on the morning after the last night of the Guest's stay. Failure to do so may result in the Guest being liable for the cost of an additional night's accommodation.
9. The guest shall not re-let the property or reassign the booking unless agreed by the Owner.

### Reservations

10. The Guest shall select the consecutive dates for the nights that the Guest wishes to stay on the website's online booking form. There is a minimum two-night stay when booking online.
11. The Guest shall complete the online booking form by providing all required details and in doing so confirms as correct the booking dates and personal details.

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12. The Guest shall confirm the booking request on the website. Submission of the online booking request or payment by the Guest completes the booking request and constitutes the Guest's acceptance of these Terms and Conditions.
13. The Owner shall respond to all online requests for reservations within 24 hours of Guest's online submission. Upon acceptance of the booking the Guest shall receive an email from A Place To Stay In Derby requesting payment to confirm the reservation.
14. To confirm the reservation the Guest shall pay, within 48 hours of the acceptance of the booking, the deposit or the full amount.
15. Requested dates will be reserved for 48 hours from notification of acceptance. Bookings will only be confirmed once payment has been received. The requested dates will become unreserved if payment, or acceptable proof of payment, has not been received by Owner within 48 hours of notification of acceptance of booking.

### Payment

16. At the time of notification of acceptance of the booking request by A Place To Stay In Derby the Guest shall pay a non-refundable deposit equal to 50% of the cost of the stay. If the deposit is not paid by the due date then the booking shall be cancelled;
17. The Guest shall pay the balance of the cost of the stay at least 14 days prior to the commencement of the stay or the booking will be cancelled;
18. Neither cash payments nor payment in person will be accepted.
19. Payment must be made by credit/debit card or by electronic funds transfer to the Owner's account.
20. Consumables may be available for purchase during the Guest's stay. The price of these consumables will be displayed in the property. The Owner will charge the Guest for all purchases either using the credit/debit card preauthorization or by retaining an amount from the security deposit.

### Security Deposits

21. A security deposit of \$250 is required for all bookings before the Guest is given access to the property and is to be paid at least 3 days prior to the commencement of the booking.

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22. The security deposit shall be taken either as a preauthorization on the Guest's credit/debit card or by EFT. If a preauthorization is taken no monies shall be deducted from the credit/debit card before the completion of the stay. If the Guest pays by EFT then the amount payable shall include the security deposit. The security deposit will be refunded, less any deductions, at the end of the stay.
23. The Guest agrees that if the Owner should determine there to be evidence of loss/damage/breakage or the property is left in an unreasonably unclean state following check-out then the Owner has the right to charge the Guest's credit/debit card up to the preauthorized amount or retain all or part of the security deposit if paid by EFT.
24. The Owner shall advise the Guest by email of the particulars under clause 23 and the amount to be debited from the credit/debit card or retained from security deposit.
25. It is the Guest's responsibility to advise the Owner of any pre existing damage/breakage/loss at the commencement of the stay. Failure to do so may lead to retention of all or part of the security deposit.

### Condition Report

26. The Guest shall notify the Owner immediately upon commencement of their stay of any damage/breakages or obviously missing chattels or equipment by telephone (0490 396 492) or email ([aplacetostayinderby@gmail.com](mailto:aplacetostayinderby@gmail.com)).
27. Should the Owner deem that the property has been left in a condition that requires additional cleaning effort above that which would be considered reasonable then the Owner reserves the right to charge the additional cleaning cost to the guest.

### Liability

28. The Guest will be required to provide full contact details and will be billed for any incidental charges arising from damages/breakages/loss to the property.
29. The Owner does not accept liability for any errors or omissions and reserves the right to change information published on this website at any time.
30. The Owner does not accept liability for any indirect or consequential loss arising out of the use of or connected with its website or for any products or services purchased from its website.
31. Guests park their vehicles on the property and bring their own property on to the Property at their own risk and A Place To Stay In Derby accepts no liability for any damage or loss however caused. The Owner does not hold insurance for the Guest's property.

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### Privacy Policy

32. Personal information required to provide effective service may be collected by the Owner via the telephone, email, mail, or directly through the website.
33. The Owner undertakes not to publish your personal data on our website for access by any other website user other than yourself for verification.
34. We undertake not to sell this information to third parties.
35. When the Guest enters sensitive information (such as credit card numbers) on our website, that information is encrypted using secure socket layer technology (SSL). The Owner undertakes not to permanently store complete Credit Card details.
36. If the Guest has any questions about security on our Website, you can email us at [aplacetostayinderby@gmail.com](mailto:aplacetostayinderby@gmail.com).
37. Information collected from the Guest at the time of placing a booking request is used for billing and contact purposes.
38. The Owner reserves the right to disclose the Guest's personally identifiable information as required by law and when that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our Website.
39. Links - Links on the A Place To Stay In Derby website to external entities are not covered within this privacy policy. The terms and conditions set out in this privacy statement only cover the domain name of A Pace To Stay In Derby.
40. The Owner reserves the right to modify this privacy statement at any time and will publish any changes on the website. Material changes to this policy will not be applied retrospectively to data previously collected and stored.

### Security Policy

41. The Owner uses the eWAY Payment Gateway for its online credit card transactions. All online credit card transactions performed on this site using the eWAY gateway are secured payments.
42. Payments are fully automated with an immediate response.
43. The complete credit card number cannot be viewed by A Place To Stay In Derby or any outside party.
44. All transactions are performed under 128 Bit SSL Certificate.

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45. All transaction data is encrypted for storage within eWAY's bank-grade data centre, further protecting your credit card data.
46. eWAY is an authorised third party processor for all the major Australian banks.
47. eWAY at no time receives your funds; all monies are directly transferred from your credit card to the merchant account held by the Owner.
48. For more information about eWAY and online credit card payments, please visit [www.eWAY.com.au](http://www.eWAY.com.au)