

**INVERELL TERRACE MOTOR LODGE
TERMS AND CONDITIONS OF BUSINESS**

1. Terms and Conditions

- 1.1 It is important that you read these Terms and Conditions carefully as they form a legally binding agreement between you and Allistan Pty Ltd Trading as Inverell Terrace Motor Lodge A.B.N. 34 600 241 870 (for the purposes of these terms conditions, referred to interchangeably as “us” and/or “we” and/or “Inverell Terrance Motor Lodge” and/or “ITML”).
- 1.2 We may at any time acting reasonably, amend, change or vary these Terms and Conditions and display these amendments, changes or variations on our website or at the Inverell Terrace Motor Lodge, and which will take effect at the time that the amended, changed or varied Terms and Conditions are published.
- 1.3 You agree to be bound by these Terms and Conditions as amended, changed or varied from time to time.
- 1.4 In making a booking with us, you agree to:
 - 1.4.1 make a legitimate booking on your behalf or on behalf of another person with their express consent or full authority to do so;
 - 1.4.2 provide true and correct information and details;
 - 1.4.3 provide a valid Credit Card at the time of booking; and
 - 1.4.4 be bound by these Terms and Conditions.
- 1.5 All bookings made via Participating Websites or with Inverell Terrace Motor Lodge directly are (to the extent permissible by law) made subject to these terms and conditions and all guests under that booking and/or the person making the booking will be deemed (to the extent permissible by law) to have accepted these Terms and Conditions on behalf of all persons who will be staying at the Property under the booking once any payment is made and/or the booking is confirmed.
- 1.6 Bookings may also be governed by and subject to additional terms and conditions which are applied by individual Participating Websites or your travel agent. Such additional terms and conditions may relate to items such as payments, deposits and cancellations and you should carefully check the exact conditions of any Participating Websites directly prior to booking. If there is any inconsistency between the terms and conditions of the Participating Websites and these Terms and Conditions, the latter (our terms) will (to the extent permissible by law) prevail.
- 1.7 Some Terms and Conditions vary according to booking type (for example Peak Season or Special Events). You should ensure that you read all Terms and Conditions carefully to ensure you are aware of any additional or varied Terms and Conditions which apply to your booking.
- 1.8 Any prices, fees, deposit amounts or charges which are specified or referred to in these terms and conditions are in Australian Dollars (\$AUD).
- 1.9 You agree that regardless of your length of stay with us at the Inverell Terrace Motor Lodge there is no tenancy, or other legal or equitable proprietary rights created or in accordance with any legislation or regulation. You understand that you are granted a license to occupy the accommodation and use the facilities of the Inverell Terrace Motor Lodge in accordance with your booking.

2. Definitions

In these Terms and Conditions:

- 2.1 “Child” or “Children” means any person under the age of 18 years old that is not an Infant (where age is determined at the commencement of the Child’s stay at the accommodation) and which child must be under the care and supervision of their parent, legal guardian or other adult with parental rights and responsibilities for that child.
- 2.2 “Credit Card” means the following merchants that are accepted by the Inverell Terrace Motor Lodge, including Visa, Mastercard or AMEX.

- 2.3 “Excluded Booking” means any booking made via www.Booking.com which is a booking that is strictly non-refundable by us (as it is outside of our control until the time of check-in).
- 2.4 “Group Bookings” include more than 2 guests that are part of a group, noting that the Inverell Terrace Motor Lodge can accommodate up to 8 guests in the cottage and up to 38 guests in the motel by way of multiple room bookings or a single group booking.
- 2.5 “Infant” means any person under the age of 2 years old (where age is determined at the commencement of the Infant’s stay at the accommodation) and which infant must be under the care and supervision of the parent, legal guardian or other adult with parental rights and responsibilities for that infant.
- 2.6 “Property” means the accommodation at the Inverell Terrace Motor Lodge situated at 28 Warialda Road, Inverell, New South Wales 2360 and includes any of the rooms or the cottage situated at 30 Warialda Road, Inverell, New South Wales, that is available for booking.
- 2.7 “You” and “Your” mean the person who is making the booking.
- 2.8 “Participating Websites” means www.Booking.com, www.Expedia.com, and any of their subsidiaries if the booking was made in connection with the above websites.

3. Photographic Identification

- 3.1 When you check-in you may be asked to provide photographic identification to verify your identity and ensure safety of staff and guests at the Inverell Terrace Motor Lodge.
- 3.2 We need to satisfy ourselves that the occupant of any room for a booking is in fact the occupant that the booking has been made for and if you are unable to provide such identification your booking may (in our discretion) be cancelled, and you may be liable to pay us a reasonable amount equal to the total booking fee plus any other costs incurred by us in connection with that booking. In that event, all monies paid in relation to the booking either as a deposit, pre-payment or in advance upfront, may be surrendered to Inverell Terrace Motor Lodge in their discretion.

4. Making a Booking, Reservation or Enquiry

- 4.1 Enquiries and bookings may be made at the Inverell Terrace Lodge Motel directly, by calling +61 [02 6722 5200](tel:0267225200) and/or by email to accommodation@inverellterrace.com.au, and/or by lodging an online submission to [Contact Us | Inverell Terrace - Inverell, NSW](#) or via any of the Participating Websites.
- 4.2 Bookings are subject to the availability at the time of the booking and some conditions and/exclusions may apply including but not limited to, minimum stay requirements.
- 4.3 The price for any booking will only be confirmed once a payment is made on the booking and you receive written advice from Inverell Terrace Motor Lodge that the payment has been received, and the booking has been confirmed.
- 4.4 Any confirmed price is subject to change if:
 - 4.4.1 a payment which is due on a booking is not received by Inverell Terrace Motor Lodge by the date the payment is due; and/or
 - 4.4.2 there is a change in or imposition of a government charge, tax or levy which entitles or necessitates Inverell Terrace Motor Lodge changing the price of your booking, which we will confirm to you in writing; and/or
 - 4.4.3 any details relating to your booking are amended, for example your dates of stay, your room type or the number of persons staying under your booking, in which case clause 9 will apply.
- 4.5 If the price of a booking is changed under clause 4.4, you may pay the new price for your booking or cancel (refer clause 10).
- 4.6 If you reasonably believe a written confirmation or invoice which has been provided to you is incorrect, you can request that Inverell Terrace Motor Lodge reissue that written confirmation or invoice to the extent possible, and you may either pay the amount specified on the reissued written confirmation or invoice by the date which it is specified as being due or cancel your booking without penalty.

- 4.7 If you make a booking via <https://www.inverellterrace.com.au/> you can ask for details or changes any time in writing at accommodation@inverellterrace.com.au or calling +61 02 6722 5200. If you make a booking via a Participating Websites, you have to contact them or use the Participating Website with such account or booking details created at the time that the booking was made.

5. Payment

- 5.1 Payments may be made by cash, Credit Card, EFTPOS, Bank Transfer (allow 7 days transaction time).
- 5.2 A surcharge may apply to payments made by certain Credit Cards. The surcharge applied to these cards may vary and is displayed or advised at the time payment for the booking is to be made. No surcharge will be applied to payment made by cash or Bank Transfer.
- 5.3 For payment made by Bank Transfer you must ensure you include your booking number reference and your surname.
- 5.4 To the extent permissible by Law, Inverell Terrace Motor Lodge accepts no responsibility for monies paid by you to a travel agency or any third party until cleared funds are received in the bank account of Inverell Terrace Motor Lodge.

6. Deposit for Group Bookings and Final Payment

- 6.1 Inverell Terrace Motor Lodge reserves the right to charge an upfront deposit of not more than 50% of the total booking fee for its Group Bookings.
- 6.2 For standard bookings full payment must be received upon check-in on the day of arrival, unless the booking was made through booking.com or expedia.com.au, in which case the payment will be made on the terms and conditions set out on those websites.
- 6.3 For Group Bookings, full payment (the balance due on the booking) must be received at least 7 days prior to your scheduled day of arrival or, if your booking is made within 7 days of your scheduled day of arrival, at the time of booking with us, unless the Group Booking was made through booking.com or expedia.com.au, in which case the payment will be made on the terms and conditions set out on those websites..
- 6.4 If any deposit or final payment is not received by the due date, Inverell Terrace Motor Lodge reserves the right to cancel the booking and any monies paid by you in relation to your booking will be forfeited to Inverell Terrace Motor Lodge.
- 6.5 Invoices and receipts can be issued upon request once final or complete payment is made, whether at the time of booking or at check-out.

7. Rates and Charges

- 7.1 Quoted rates are inclusive of applicable legislative or regulatory charges and taxes (for example Goods & Services Tax (GST)) where applicable.
- 7.2 Quoted rates do not include transport to or from Inverell Terrace Motor Lodge or items of a personal nature including but not limited to laundry, telephone, taxis, room service, meals or transfers, airport taxes), unless otherwise indicated.
- 7.3 Some rates which are quoted are valid only for a minimum number of nights and if the number of nights included in your booking changes, the rate may also change.

8. Refunds

- 8.1 To the extent permitted by law any amount paid by you to Inverell Terrace Motor Lodge for your booking is non-refundable unless stated otherwise in these Terms and Conditions.
- 8.2 The balance of any monies paid by you after any applicable fees or other amount you owe to Inverell Terrace Motor Lodge has been deducted will be held by Inverell Terrace Motor Lodge as Booking Credit which may be applied to any future bookings you make with Inverell Terrace Motor Lodge.

9. Amendments

- 9.1 All amendments to bookings are subject to the availability and applicable pricing at the time the amendment is requested.

- 9.2 If the rate which applies to an amended booking is greater than the rate which applied to the original booking, you must pay the difference along with any amendment fee in full at the time the amendment is approved.

10. Cancellation

- 10.1 All cancellations for Excluded Bookings must be made directly to that Participating Website, where you will be governed by their terms and conditions.
- 10.2 For all other bookings, you may cancel that booking free of charge until 3 days (72 hours) before the check-in date and any cancellations after this time will incur a charge for the total price of the booking.
- 10.3 If a booking is cancelled any non-refundable deposit or portion of payment that was non-refundable as advised at the time of booking, will not be refunded in the event of any cancellation or forfeiture.
- 10.4 Any cancellation fees payable by you will be deducted from any monies paid by you to Inverell Terrace Motor Lodge and if insufficient funds are available, Inverell Terrace Motor Lodge may charge the Credit Card provided at the time of the booking.
- 10.5 Where applicable the balance of any monies paid by you will be returned to you after any applicable cancellation fee and cost of bank transactions have been deducted
- 10.6 All cancellations for “The Cottage” will incur a
- 50% charge of the total booking amount if you cancel 30 days or more before check-in date.
 - No refund if you cancel less than 30 days before check-in date.
 - All cancellations subject to manager's discretion.

11. No-Shows or Terminations

- 11.1 If you do not show up for your booking or terminate your booking early after you have checked in for stays of one night or less, you will be charged a 100% of your total booking fee as a cancellation fee, less any amount which you have already paid.
- 11.2 If you have booked directly with us and you terminate your booking or shorten your stay within three (3) days of the initially booked arrival date, you will be charged for the duration of your stay.

12. Check-in

- 12.1 Standard check-in time is from 2:00pm to 8:30pm. With prior agreement with the Inverell Terrace Motor Lodge availability for an early or late check-in could potentially (at the discretion of Inverell Terrace Motor Lodge) be arranged and the cost associated with this (if any) will be advised accordingly.
- 12.2 If you wish to guarantee your ability to check-in prior to 2:00pm you can book an additional night stay and pay the applicable rate for that additional night.

13. Check-out

- 13.1 Standard check-out time is 09:30am.
- 13.2 Staff and management at the Inverell Terrace Motor Lodge may approve a request for late check-out in their absolute discretion and the cost associated with this (if any) will be advised accordingly.
- 13.3 If you wish to guarantee your ability to check-out after 9:30am you must book an additional night stay and pay the applicable rate for that additional night.
- 13.4 If you do not check-out in accordance with this clause 13, we reserve the right to charge a surcharge of \$50.00 per half-hour for every half-hour or part thereof (charged in 30-minute increments), after 09:30am that you fail to check-out; or
- 13.5 If you check-out after 12pm (midday) the maximum charge incurred will be equivalent to the full daily rate which applies to your booking.

14. Security Deposits

- 14.1 You must provide a valid Credit Card as security deposit for the accommodation and mini-bar when you check-in. Debit Cards are not accepted as security bond.
- 14.2 You hereby warrant that you have a valid Credit Card and agree that Inverell Terrace Motor Lodge may charge your Credit Card for incidental items (including but not limited for any mini-bar, breakages or damage incurred during your stay, excessive cleaning charges or late check-out surcharge) as follows:
- 14.2.1 At the time of check-out or immediately after, if the following circumstances applied during your stay:
- 14.2.1.1 the late check-out surcharge to be calculated in accordance with clause 13;
- 14.2.1.2 the unpaid consumption or use of the mini-bar – in that event we will charge a reasonable fee for any consumption from the mini-bar;
- 14.2.1.3 the reasonable out of pocket costs incurred by us in repairing and/or replacing any damage caused by vandalism or trashing of the accommodation where such vandalism or trashing has resulted in excessive cleaning (that is over and above the ordinary room cleaning).

15. Room Allocation

- 15.1 In the unlikely event that Inverell Terrace Motor Lodge cannot provide accommodation for which you have booked, Inverell Terrace Motor Lodge will (if so requested by and agreed to by you) at no additional expense to you (subject to availability of same) relocate you into an alternative property which in the opinion of Inverell Terrace Motor Lodge in a comparable location and is available within the comparable location.
- 15.2 If you and Inverell Terrace Motor Lodge cannot agree on an alternative property under this clause 15.1, then you may request Inverell Terrace Motor Lodge cancel your booking and issue you with a Booking Credit for the full amount of that booking less any amount owed to the Inverell Terrace Motor Lodge.
- 15.3 If you and Inverell Terrace Motor Lodge cannot agree on an alternative property under this clause and you do not wish to be issued a Booking Credit under clause 15.2 then you may request that Inverell Terrace Motor Lodge cancel your booking.

16. Facilities and Services

- 16.1 Whilst care is taken to ensure that the description of facilities and services of the Inverell Terrace Motor Lodge is accurate, these are continually being changed, upgraded, and on occasion taken out of service. If any feature/facility is essential to you it is your responsibility to ask to be sure that the feature/facility will be available during your stay.
- 16.2 To the extent permitted by law Inverell Terrace Motor Lodge is not liable for any omissions, errors or changes to the facilities and services at a property, whether temporary or permanent.
- 16.3 Accommodation facilities listed may not apply to all accommodation listed but to the type of accommodation.

17. Special Requests and Assistance

- 17.1 We will always comply with our legal obligations to assist persons with any disability.
- 17.2 Most common areas of the motel are physically accessible by standard wheelchair. Should you require special assistance due to your disability or hold any concerns about your request, please include this at the time of booking or contact us prior to the time of booking to discuss directly so we may assess your needs and discuss your booking.

18. Maps and Images

- 18.1 Map images, if shown, are for general information and may not necessarily reflect actual routings, locations or services provided.
- 18.2 Destination shots may have been supplied to Inverell Terrace Motor Lodge by third parties and Inverell Terrace Motor Lodge does not guarantee the accuracy of any destination shots.
- 18.3 Photos and floor plans are indicative only. Actual rooms occupied may vary in decor and inclusions from those shown.

19. Travel Insurance

Inverell Terrace Motor Lodge strongly recommends that at the time of booking you purchase comprehensive travel insurance to cover items including but not limited to loss of booking amount through cancellation or forfeiture, loss or damage to personal baggage, loss of money and medical expenses.

20. Room Occupancy

20.1 All rooms have a maximum occupancy according to bed capacity stated (for example, 2 beds is for 2 persons and 4 beds is for 4 persons).

20.2 By making a booking you agree it is for the room and therefore occupancy is determined by the available beds in that room such that extra persons cannot be accommodated. For the avoidance of doubt, a Child is a person (requiring their own bed) whilst you may wish to decide that an Infant can sleep with the parent or legal guardian in existing bedding.

21 Unaccompanied Minors

21.1 All Children must be accompanied by a responsible adult (such as a parent, legal guardian or other adult who has parental rights and responsibilities for that Child) at all times.

21.2 If any Child or any Children are not accompanied by a responsible adult (Unaccompanied Minors), Inverell Terrace Motor Lodge takes no responsibility for the care and supervision of Unaccompanied Minors and to the extent permissible by Law, reserves the right to report the conduct and take such other measures as it is permitted to take, at Law, to protect the Child or Children.

22 Car Parking

Parking is provided on site at the Property, subject to availability, however we ask that you discuss any irregular vehicle requirements you may have at the time of booking or otherwise include such requirements as a Special Request in accordance with clause 17, so that we can try to accommodate your vehicle.

23 Internet Use

Free Wi-Fi internet is available for use however the quality of service is not guaranteed and is in any event dependent on the availability of the Wi-Fi connection. By agreeing to use our free internet you expressly warrant and agree that it must be used for a lawful purpose and that you are personally liable for any unauthorised or unlawful use of internet at the Property. Any non-compliance may result in immediate termination or suspension of that internet connection, and we reserve our rights to report unlawful activities to the authorities.

24 Smoking

Smoking or vaping is not permitted in any of our rooms or within the cottage. There are designated areas around the grounds of the Property for smoking or vaping, and we ask that you dispose of any butts thoughtfully. In the event that smoking has occurred in a non-permitted area at the Property, you will be charged a cleaning fee equivalent to that within one night of your booking.

25 Pets and Animals

In considering whether Pets and Animals will be allowed in our Premises, we will always comply with our legal obligations in relation to such requests.

26 Noise levels

We ask that you consider and respect the other persons staying at the Inverell Terrace Motor Lodge by keeping noise levels to a minimum. For the comfort of everyone, we ask that you follow our no noise policy after 9pm. Any noise complaint received from a neighbouring room or building will be investigated and if that complaint is warranted and the persons responsible for that noise do not abate it, those persons will be asked to leave the motel immediately. In that event, all amounts paid under your booking will be forfeited to the Inverell Terrace Motor Lodge.

27 No Parties

We have a strict no party policy and visitors are not permitted within the accommodation or at the Property after 9pm. The number of persons in any accommodation must not exceed the

occupancy limit of that accommodation. Persons that do not have a booking or that exceed the occupancy limited are not permitted and will be considered as trespassers.

28 Third Party Products and Services

- 28.1 Third party products or services may be offered or sold together with accommodation provided by Inverell Terrace Motor Lodge. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement Inverell Terrace Motor Lodge has in facilitating your booking with the third party is as the third party's agent. Inverell Terrace Motor Lodge is in no way the supplier of the products and services and to the extent permitted by law Inverell Terrace Motor Lodge is not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party.
- 28.2 All third party coupons, vouchers, receipts and tickets are issued subject to the terms and conditions specified by those third parties.
- 28.3 Inverell Terrace Motor Lodge does not warrant the accuracy of any information, statements or representations made by third parties.

29 Release, indemnity and proportionate liability

- 29.1 To the extent permitted by the law, you agree to release, indemnify and hold harmless, Inverell Terrace Motor Lodge and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors), authorised representatives and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the Property except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from Inverell Terrace Motor Lodge's negligence, wrongful act/omission or breach of these terms and conditions.
- 29.2 To the extent permitted by law the aggregate of Inverell Terrace Motor Lodge's liability to you is limited to a proportionate amount determined as not exceeding the booking cost or amount paid in respect of your booking.
- 29.3 Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these Terms and Conditions.

30 Consumer Law

- 30.1 Subject to Clause 30.2, to the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by legislation, custom or the general law that impose any liability or obligation on Inverell Terrace Motor Lodge are excluded under these Terms and Conditions.
- 30.2 Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the *Australian Consumer Law* as set out in Schedule 2 to the *Competition and Consumer Law Act 2010* (Cth) or under any international consumer protection legislation, provided that, to the extent that such law permits Inverell Terrace Motor Lodge to limit its liability, then Inverell Terrace Motor Lodge's liability is limited to:
- 30.2.1 in the case of services, supplying the services again or payment for the reasonable cost of having the services supplied again; and
 - 30.2.2 in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the reasonable cost of replacing the goods, supplying equivalent goods or having the goods repaired.

31 Events Beyond Control

- 31.1 Inverell Terrace Motor Lodge is not responsible for any loss arising out of any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.

31.2 All travel documents, observance of laws and government regulations are your responsibility.

32 Use of Information

32.1 You consent and authorise Inverell Terrace Motor Lodge and any of its agents or authorised representatives to collect, use and disclose your personal information in accordance with our Privacy Policy and/or for the purposes of administering your booking and providing you with any services associated with your booking.

32.2 You consent to information which you have provided to Inverell Terrace Motor Lodge as part of your booking being used by Inverell Terrace Motor Lodge and any of its agents or authorised representatives, in accordance with our Privacy Policy and/or for the purpose of informing you about offers and promotions which relate Inverell Terrace Motor Lodge, Inverell Terrace Motor Lodge's and any of its agents or authorised representatives.

32.3 Unless otherwise permitted to do so by the terms of our Privacy Policy, Inverell Terrace Motor Lodge will not provide or disclose any information you have provided to Inverell Terrace Motor Lodge and any of its agents or authorised representatives to any person other than a related body corporate without your prior written consent.

32.4 Upon request by you and to the extent permitted or required by law and subject to the terms of our Privacy Policy, Inverell Terrace Motor Lodge will provide you with access to and/or the ability to correct your personal information however only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking.

32.5 For more information, please refer to the Privacy Policy on our website available here: www.inverellterrace.com.au

33 General

33.1 These Terms and Conditions are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia. You consent to the non-exclusive jurisdiction of the Courts of New South Wales to determine any subject matter or dispute that may arise between us in relation to these Terms and Conditions.

33.2 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.