



**MORNINGTON
SHIRE COUNCIL**

TERMS & CONDITIONS

Mornington Island Hotel &
Visitor's Accommodation

Terms & Conditions

1. Arrivals and Departures

Check in time is from 2.00pm to 4.00pm, check out time is by 10am. Early check-in requests are in general not possible due to heavy demands on the property. Please contact Council's Motel Accommodation Coordinator (07) 4745 7882 for further information.

2. Office Hours

The Office is not permanently manned and contact should be made through the Accommodation Coordinator (07 4745 7882).

3. Additional Guests

Unless otherwise specified rates quoted are based on amount of people you advised would be occupying the room (but only up to maximum occupancy of the room). There is an additional charge for any extra guests above what you were quoted for.

4. Payment

Payment must be made by credit card at the time of booking unless an account is held with Council.

5. Reservations

When making a reservation the following details are required.

- (a) Name and Company (if applicable)
- (b) Address, email, phone or fax number
- (c) Credit card number, expiry date and cardholder's name
- (d) Once this information is supplied, the Manager will contact you by email or phone confirming your reservation.

6. Cancellation

The following cancellation fees apply;

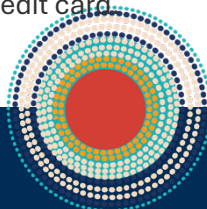
- (a) No Show - Full amount of booking required.
- (b) 1-7 Days Notice of Cancellation - One (1) night's accommodation required
- (c) 8-14 Days Notice of Cancellation - 50% of one (1) night's accommodation required
- (d) At the time of booking you will be notified if a different cancellation period applies eg group bookings and special event periods.

7. Shortened Stay

After check-in should you shorten your stay, you will be charged two night's accommodation or the remainder of your stay, whichever is shorter.

8. Smoking

Council does not permit smoking in our guest rooms/verandas. Smoking is also prohibited within 6 meters of the Unit. Smoking is permitted on the grounds and Council asks that you dispose of your butts thoughtfully. A cleaning fee equal to one night's accommodation will be charged if smoking has occurred in the room. The fee will be charged to your credit card.





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9. Onsite Parking

One parking space per room is available, please advise any requirements you may have when making your booking to ensure Council can accommodate your vehicle.

10. Noise

For the comfort of other guests Council has a no noise policy after 10pm.

11. No Party Policy

This policy is designed to ensure that all our guests can enjoy their time with us and not be inconvenienced through noise and action of others. Any guests failing to comply with this may be asked to leave without refund.

12. Pets and Animals

Council is unable to accommodate any pets or animals with the exception of guide, hearing or assistance dogs.

13. Communication & Privacy

Your personal information will be recorded and used by only authorised persons who are required to keep your information private. Council will never use retained information for any other purpose nor provide it to any other party without your prior permission, except where legally obliged too.

14. Change in Room Type

Due to the remote location of the Motel and associated accommodation facilities, Council reserved the right to change the room type without prejudice due to unforeseen circumstances. Council also reserves the right to place co-workers of the same gender in twin share rooms, rather than individual rooms if heavy bookings require it. Council apologises for any inconvenience that this may cause, but the remote service provision is, from time to time influenced by unavoidable changes due to unplanned contingencies. If Council changes the room type to a lesser rate, Council will refund to you the difference between the amount paid and the lesser rate of the new room. If the room type is transferred to a higher rate, Council will provide the room at the lesser rate.

15. Booking Cancellation

Council also reserves the right to cancel any bookings by the giving of 14 days' notice to you due to unforeseen circumstances associated with the remote location of the Motel and also the need for Council to house its own employees at short notice. Should Council cancel a booking pursuant to this clause, Council will refund any monies paid by you for the duration of the cancelled stay.

cont.





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16. Limitation of Liability

To the extent permitted by law, you agree to release, discharge, waive and forever hold harmless Council (and its employees, contractors, invitees and agents) from all claims, suits, actions, demands, damages, interest and costs for any loss, damage or injury, whether caused by Council's negligence, wilful act or omission, breach of contract, breach of statutory duty or otherwise, caused in connection with your reservation or your stay. To the extent permitted by law, you agree to indemnify Council (and its employees, contractors, invitees and agents) from all claims, suits, actions, demands, damages, interest and costs for any loss, damage or injury, whether to a person or to property which is sustained by Council, arising out of, caused by, attributable to, or resulting from your reservation or your stay, except as caused, or to the extent it is contributed to by, Council's negligence.

17. Traveller Accommodation Providers Act 2001

The Traveller Accommodation Providers Act 2001 limits Council's liability to you to \$250 for each accommodation unit provided to you on the day of the loss, despite the actual amount of the loss suffered or the number of guests who, on the day, are provided with the use of the accommodation unit and suffer a loss of property.

18. Law of Queensland

These Terms and Conditions are governed by and will be constructed in accordance with the laws of the State of Queensland. You submit to the jurisdiction of the Courts and Tribunals of Queensland and the Commonwealth Federal Courts.

Payment Policy:

Accepted Methods of Payment

Payment in full must be made by credit card at the time of booking unless an account is held with Council. Cancellations must be made at least fourteen days prior to the commencement of the booking to receive a full refund.

**Council does not accept AMEX or personal cheques.*

