

# **TERMS & CONDITIONS**

These Terms and Conditions (Conditions) set out the basis on which Bayside House (as defined below) will provide accommodation and other products and services at its hostel to Customers (as defined below) and Guests (as defined below). By making a Booking (as defined below) the Customer agrees to comply with these Conditions.

Please make sure you are aware of any current restrictions due to *Covid-19*.

### 1. INTERPRETATION

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Arrival Date" means the date on which the Customer's stay at the hostel is due to commence, as per the Booking Details

"Booking" means the reservation by the Customer of accommodation and any other products and services detailed in the Booking which is accepted by the hostel

"Booking Details" means the details of the Booking including the number of Guests, the number of rooms required, the duration of the Guests' stay at the Hostel and any other products and/or services to be included in the Booking

"Charges" means the charges payable by the Customer in connection with the Booking

"Contract" means the contract between the Customer and Generator in relation to the Booking

"Customer" means person who makes the Booking

"Guests" means the Customer and any third parties they invite to the Hostel in connection with the Booking



"Hostel" means the hostel owned or operated by either Bayside House (owned by The Early Years Pty Ltd), in the location of which is specified in the Booking.

## 2. BOOKINGS

- **2.1** Customers can request Bookings via the Hostel's website or by contacting the Hostel's staff at the Hostel.
- **2.2** When requesting Bookings, Customers will be required to provide identification information including, but not limited to, their name, address, contact telephone number, email address and valid credit card details. An international Passport and Drivers License will be required to verify your identity at check in.
- **2.3** No request for a Booking should be deemed to be accepted unless and until the Hostel confirms its acceptance and provides a booking reference, at which point the Booking will come into existence.
- **2.4** Subject to clause 4 the Hostel will use its reasonable endeavours to accommodate any request from the Customer to change the Booking Details but any request to change the dates or length of stay or add products and/or services will be subject to availability and the Customer paying for such increased length of stay and/or products and/or services at the Hostel's standard rates from time to time.
- **2.5** When booking multiple beds in a shared room, the Hostel will make a genuine attempt to put people on the same booking in the same room, however this cannot be quaranteed, we will endeavour to do our best.
- **2.6** Group Bookings over 4 or more people will require prior consent from the hostel



### 3. FEES AND PAYMENT

- **3.1** The Charges will be as quoted by the Hostel to the Customer upon the Customer's request for a Booking.
- **3.2** Unless otherwise agreed by the Hostel, the Charges only cover the provision of accommodation at the Hostel and the Customer may incur additional charges including, without limitation, charges for towels, room service and other services (the "Additional Charges").
- **3.3** Bayside House enforces a \$50 holding fee throughout your stay. Once you have departed our accommodation the \$50 fee will be released.
- **3.4** Bayside House has the right to take the \$50 holding fee from the Guest if they breach the following: any damage to property, loss of the physical key card or failure to follow House Rules.
- **3.5** Customers will be informed of the amount of the Additional Charges before they are incurred.
- **3.6** By making a booking the customer agrees to an automatic payment of the Charges in full 48 hours prior to the arrival date. At time of booking the customer must provide valid Credit Card details to secure the booking.
- **3.7** Any Additional Charges must be paid either as they are incurred or, at the Hostel's option, upon the Customer checking out at the Hostel.
- **3.8** The Hostel reserves the right to pre-authorize credit cards for group booking or for all Bookings over peak periods without any written approval from the customer.
- **3.9** The following payment methods are accepted by the Hostel; Cash or Credit or Debit Cards (Visa and Mastercard).



- **3.10** Payment fees are automatically charged when processing your payments. Credit card surcharge/payment fees are non-refundable and/or transferable.
- **3.11** All Visa cards will incur a 2.19% payment fee.
- **3.12** All Mastercard cards will incur a 2.18% payment fee.
- **3.13** We reserve the right to change payment fees as they fluctuate with our merchant.

### 4. CANCELLATIONS & REFUNDS

- **4.1** If you have booked a room through the use of a travel agency or an online travel agency (such as Booking.com, Expedia and Hotels.com), you must cancel or modify your booking through the agency that you used to make the booking
- **4.2** The Customer may cancel the Booking without charge if notice is given to the Hostel at least 48 hours prior to 1400 hours (local time) on the Arrival Date. In which case the Hostel will refund to the Customer all sums paid by the Customer in advance
- **4.3** Where the Customer fails to give sufficient notice of cancellation as per clause 4.1 or fails to arrive (no show) at the Hostel, the entire Booking will be deemed cancelled and the already pre-charged or applicable rate amount due will apply
- **4.4** The Hostel may at any time cancel a Booking if the Hostel becomes unavailable due to circumstances outside the Hostel's control in which case the Hostel will pay the Customer a full refund of any Charges and any booking fee paid.



**4.5** The Hostel may cancel the Booking if the payment details provided by the Customer are invalid or insufficient. The Hostel will make all reasonable attempts to contact the Customer for alternative valid details

### 5. CHECK IN AND CHECK OUT

- **5.1** Check-in time at the Hostel booked is from 2PM-8PM. Check-in prior to 2PM. may be available subject to availability. Guests will be given a link when completing our online check-in and our systems will notify them when their room / bed is ready. Guests may access communal facilities prior to check-in if required.
- **5.2** Check-ins past 8PM are allowed however you must notify staff of your late arrival. Late arrivals will be provided an individual lockbox and code to access their personal key card into the hostel. Failing to notify staff of an arrival past 8 PM will result in you having no access to your lockbox and therefore access into the hostel.
- **5.3** Check-out time at the Hostel booked is strictly 10AM. Later check-out times may be possible by prior arrangement with an additional charge and subject to availability. In the absence of such prior arrangement, failure to check-out by 10AM may result in the Customer being charged for an additional night's accommodation at the standard applicable rate.
- **5.4** Once you have checked out, access to upstairs is prohibited, and if broken may result in Customer being charged for an additional night's accommodation at the standard applicable rate.

#### 6. HOSTEL RULES

**6.1** Valid photo identification in the form of a Driver License or Passport is required at check-in.



- **6.2** Customers are required to conduct themselves and ensure that their Guests conduct themselves in a reasonable and responsible manner at the Hostel and must not act in any way which may disturb other guests. Failure to adhere to this requirement may result in Guests being asked to leave the Hostel in which event all Charges and Additional Charges shall become immediately payable by the Guest
- **6.3** Smoking and vaping is not permitted at any time inside the Hostel
- **6.4** The Customer will be responsible for any loss or damage caused at the Hostel by Guests or visitor of the Guest. The Guest may be liable for the Hostel's reasonable cost of repairing, cleaning or replacing any property of the Hostel which is damaged, soiled or lost by a Guest.
- **6.5** No animals are allowed in the Hostel with the exception of guide dogs and our own animals
- **6.6** The Hostel does not accept bookings made by those under the age of 18. Under 18's cannot stay in any shared rooms with other guests that are not part of the family or group, however they can stay in private rooms when accompanied by an adult over 18 years. Failure to adhere to this rule will result in automatic Cancellation with no refund given.
- **6.7** Tampering with any fire protection device in or around the property including but not limited to fire detectors, fire sprinklers, fire hoses, extinguishers & fire doors will result in fines and / or damages. The use of any device to prevent guest room doors from closing are prohibited
- **6.8** Guests responsible for fire alarm activation will be responsible for the fines applied by the local Fire Department plus any additional costs and losses Bayside House incur, unless an actual fire emergency has occurred. Note, these alarms can be set off by things such as but not limited to hair dryers, hair straighteners, aerosol cans, steam from showers and tampering of alarms.



**6.9** Bayside House will not house bikes. All bikes must be locked up outside the premise.

### 7. FOOD AND DRINK

- **7.1** Unless otherwise agreed by the Hostel, the Charges do not include any food or drink.
- **7.2** Customers and their Guests may not consume or store food and drinks (other than water or items place by the hostel within the room) in their rooms. Alcohol may not be consumed in any room at any time.

### 8. DISABLED GUESTS

- **8.1** The Hostel complies with all laws regulating the treatment of, and provision for, disabled Guests.
- **8.2** Customers with any special requirements pertaining to a disability should inform the management team at the Hostel prior to the Arrival Date
- **8.3** Wheelchair access Please check the hostel information or contact the individual hostel directly before making a booking.

### 9. PRIVACY DETAILS

**9.1** The Hostel collects and handles your personal information in accordance with our Privacy Policy so that we can provide and administer our products and services including travel products, processing bookings, payments, check-ins and cancellations and provide you information about these. Without your information,



we may not be able to provide you with products and services and you may miss out on receiving valuable information from us. If you are located outside of Australia, please be aware that any information you provide to us, will be transferred from your country of origin to Australia and you consent to this transfer. We may disclose your personal information to third-party operators of 'travel deals' you have booked, to sponsors and partners when you enter a competition or promotion, when you become a member and to third-party service providers. These third parties may have servers located overseas such as in the USA and UK and you consent to these disclosures. If you are providing information on behalf of someone else, you confirm that you have the authority to do so, and you have given them the information set out in our Privacy Policy and they have not objected to our handling, use and disclosure of their personal information. You have a right to access the personal information that we hold and may ask us to update, correct or delete this. Our Privacy Policy contains more details on your rights and contact details for questions or complaints.