Group Event Bookings Terms and Conditions

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1. Purpose

These Group Event Bookings Terms and Conditions (the **Group Terms**) set out how group and whole-house bookings work at Baywatch Retreat, 9 Heppingstone View, Augusta WA 6290, operated by Baywatch Retreat Pty Ltd (ABN 84 673 579 667).

Our standard Terms & Conditions apply to every group booking. These Group Terms add to them. Where the two differ for a group booking, these Group Terms apply. Our standard Terms & Conditions are published at baywatchretreat.au/terms-and-conditions/.

2. Scope

A group booking is any booking for 10 or more guests, or for the whole house, made by one person or organisation. That person is the **group organiser** and is our contact for everything about the booking.

By confirming a group booking, the group organiser accepts our standard Terms & Conditions and these Group Terms on behalf of everyone in the group, and agrees to pass them on to the group.

3. Legislative Framework

- **Australian Consumer Law** (Schedule 2, Competition and Consumer Act 2010 (Cth)): nothing in our standard Terms & Conditions or these Group Terms excludes, restricts or changes any right or remedy you have under the Australian Consumer Law.
- **Bush Fires Act 1954 (WA):** total fire bans and burning restrictions declared for the Shire of Augusta Margaret River apply to all guests.
- **Unfair contract terms** (Part 2-3 of the Australian Consumer Law): these Group Terms are written to be clear and balanced. Charges for cancellations, cleaning and damage reflect our actual costs and are not penalties.
- **Residential Tenancies Act 1987 (WA):** this Act does not apply to holiday accommodation, so the security bond is not lodged with the Bond Administrator. It is held and returned as set out in section 14.
- **Competition and Consumer Act 2010 (Cth):** any card surcharge is limited to our cost of accepting that card.
- **Privacy:** we handle personal information as set out in our Privacy Policy, available at baywatchretreat.au/policies.
- **Policies and procedures:** our relevant policies and procedures can be downloaded from baywatchretreat.au/policies, or requested from manager@baywatchretreat.au.

4. Making a Booking

Enquiry and quote

- Send a group enquiry through the form at baywatchretreat.au/groups/, by email to manager@baywatchretreat.au, or by phone on 1300 629 092.
- We reply within 5 business days with availability and a written quote. A quote holds the dates for 14 days; after that, dates are not held unless we agree in writing.

Confirmation

A new group booking is held as “Unconfirmed” until we receive the deposit and the group organiser accepts our standard Terms & Conditions and these Group Terms in writing. Email is fine.

5. Capacity and Minimum Stays

- **Whole house:** 13 rooms, up to 34 guests in beds (including three sofa beds and two trundle beds). Minimum stay 2 nights.

- **Part of the house:** groups of 10–20 guests can book some of the rooms. Minimum stay 2 nights.
- **No more than 34 guests stay overnight,** and only guests named on the rooming list.
- **Easter, school holidays and long weekends:** group space on these dates is limited and at our discretion.
- Weekly and long stays: rates on request.

6. Payments

Payment	Amount	When
Deposit	50% of the booking total	To confirm the booking
Balance	The rest of the booking total	14 days before arrival
Security bond	$1,000 per booking	Before arrival, by card pre-authorisation or bank transfer (see section 14)

- For bookings made within 14 days of arrival, the full amount is due at booking.
- Payment is by bank transfer or card through our booking system. Any card surcharge is no more than our cost of accepting that card.

7. Cancellations and Changes

These match our standard Terms & Conditions.

When the booking is cancelled	What is payable
More than 14 days before arrival	Full refund, less an administration fee of to cover our booking costs
7–14 days before arrival	50% of the booking total
Within 7 days of arrival, or no-show	100% of the booking total

- **Cancellations must be in writing** from the group organiser to manager@baywatchretreat.au. The date we receive it is the cancellation date.
- **Fewer guests:** numbers can be reduced without charge more than 14 days before arrival. Within 14 days, the scale above applies to the rooms or guests released.
- **More guests:** subject to availability and the 34-guest limit.
- **Changing dates:** more than 14 days before arrival, we move the booking to other dates if they are available, at the rate for those dates. Within 14 days, a change of dates counts as a cancellation.
- **Leaving early:** no refund for nights not used.
- **If we have to cancel** (for example a bushfire warning, a road closure or the house being unsafe to occupy), we refund everything paid, or move the booking if the group organiser prefers.

8. Guests and Rooming List

- **Rooming list:** the group organiser sends the names of every guest, and who is in which room, at least 7 days before arrival. We need it for the guest register and for safety in an emergency.
- **Ages:** guests must be 12 or older and are charged at adult rates. Guests under 16 must be with an adult aged 21 or over who is responsible for them.
- **Visitors:** day visitors who are not staying are welcome until 10.30pm, or later by prior arrangement. Only guests on the rooming list stay overnight.
- **Mobility needs:** please contact us before booking so we can talk through the rooms.
- **Extra guests:** extra guests must be approved and paid for before they stay, at the standard rate for their room. Guests who stay without approval are charged at that rate and may be asked to leave.

9. The House and What's Included

- **Self-catered:** groups cook for themselves in the communal kitchen (several fridges, ovens and cooktops), dining room seating about 30, and BBQ alfresco area. We do not provide catering, a meeting room or AV equipment. An outside caterer can come in by prior arrangement.
- **Included:** light breakfast daily, 7.30–10.30am; bean-to-cup coffee all day; bed linen and towels; free Wi-Fi; onsite parking.
- **Bathrooms:** most rooms share bathrooms (separate male and female bathrooms, each with two showers and two toilets, plus two extra toilets upstairs), cleaned daily. Only the two Deluxe Ensuite rooms have their own.
- **Laundry:** guests can use the laundry, or staff can do a load for a small charge.

10. House Rules

Baywatch Retreat is a guesthouse in a residential street. The group organiser makes sure everyone in the group knows these rules.

- **Quiet hours** are 10.30pm to 7.00am, when the dining room and shared areas close. Music and noise stay inside at night, and outdoor areas are quiet after 10.30pm.
- **No smoking or vaping** anywhere inside the house or on the balconies.
- **Alcohol** is welcome, in moderation. Baywatch Retreat does not sell or supply alcohol.
- **No parties or events** open to people outside the group, and no amplified music or entertainment without our written agreement.
- **No open flames or candles** inside, and no outdoor fires. The BBQ is used only as directed.
- **Leave the kitchen, dining room and BBQ as you found them:** dishes washed, benches wiped, rubbish and recycling in the right bins.
- **Pets** are not allowed, other than assistance animals.
- **Sports and outdoor gear** (bikes, fishing gear, kites, boards, wet gear) is stored where we show you, not in the bedrooms.

11. Arriving and Leaving

- **Check-in:** 3.30–5.30pm. For arrival after 5.30pm, let us know in advance and we will arrange access.
- **Check-out:** by 10.30am. Late check-out only by arrangement.
- **On arrival,** we walk the group organiser through the house, the kitchen, the fire exits and the house rules.

12. Responsibility and Safety

- The group organiser is responsible for the group's conduct and for passing these Group Terms to everyone in the group.
- Walking, cycling, fishing, water sports and other activities that groups arrange themselves are at the group's own risk. We do not run or supervise activities.
- Follow staff directions in an emergency, and check bushfire and weather warnings (Emergency WA) during your stay.
- Guests look after their own belongings. We are not responsible for loss of or damage to guests' property, except where the law says we are.

13. Respect for Staff and Other Guests

Our **Guest Behaviour, Staff Respect & Alcohol Use Policy** (BR_QMS_GBAU_Policy_v1.0) applies to every guest in a group booking. The group organiser shares it with the group before arrival, and a copy is available on request and at reception.

What we ask of every guest

- Treat staff and other guests with courtesy and respect at all times.
- Raise any concern calmly, through the group organiser or with the staff member on duty. If it can't be fixed on the spot, email manager@baywatchretreat.au and management will respond.
- Follow reasonable directions from staff about safety, noise, shared spaces and these Group Terms.
- Respect staff privacy. Staff-only areas and staff accommodation are off limits, and guests contact us through 1300 629 092 or manager@baywatchretreat.au, not staff members' personal phones or social media.
- Don't offer staff alcohol while they are working.

Zero tolerance

We do not tolerate any of the following towards staff or other guests:

- Verbal abuse, shouting, swearing at or intimidating anyone.
- Physical threats or violence of any kind.
- Harassment, including sexual harassment, or discriminatory language or behaviour based on race, gender, age, sexuality, disability or belief.
- Any other behaviour that makes staff feel unsafe.

Staff may step away from a situation in which they feel unsafe and refer it to management. They are not expected to keep dealing with a guest who is abusive.

What happens if this policy is broken

- **Warning:** where appropriate, the guest and the group organiser receive a verbal or written warning.
- **Leaving the property:** in serious cases, or if the behaviour continues, the guest may be asked to leave immediately, without a refund for nights not used. If the behaviour involves the group as a whole, we may end the group booking.
- **Police:** where anyone's safety is at risk, we contact the police.

14. Security Bond and Damage

If a guest seriously or repeatedly breaks the house rules, we may ask them to leave, without a refund for nights not used. Behaviour towards staff and other guests is dealt with under section 13.

How the bond is held

- Every group booking carries a **security bond of $1,000**. It is one bond per booking, not per guest.
- **By card:** we place a pre-authorisation (a hold, not a charge) on the group organiser's card no more than 2 days before arrival, so the hold lasts through the stay.
- **By bank transfer:** if preferred, the bond is paid at least 7 days before arrival and refunded to the same account.
- The bond is separate from the price of the stay. It is never used for cancellation charges and is returned in full if a booking is cancelled.

What the bond covers

The bond covers only the reasonable cost of loss or damage caused during the stay by guests in the group or their visitors:

- repairing or replacing anything damaged, broken or missing, beyond fair wear and tear
- cleaning beyond normal use, such as stains to carpets, mattresses or furniture, or large amounts of rubbish left behind
- lost keys or access devices, and any lock changes they make necessary
- security or emergency call-out charges caused by a breach of these Group Terms

The bond does not cover fair wear and tear, damage that was there before the group arrived, normal cleaning (which is included in the price), or anything else as a penalty.

Inspection and claims

- **Before arrival:** we check and photograph the rooms and shared areas.
- **On arrival:** the group organiser can walk through the house with us and report any existing damage within 12 hours of check-in. We record it, and it is never charged to the group.
- **At check-out:** the group organiser is welcome to join a walk-through. We complete our inspection within 24 hours of check-out.
- **No claim:** we release the card hold, or refund a transferred bond, within 3 business days of check-out. Some banks take up to 10 business days to clear a hold.
- **A claim:** within 5 business days of check-out, we send the group organiser a written notice listing each item, with photos and the receipt, invoice or quote for each cost. Costs are charged at what they actually cost us, with no added fee.
- **Right to respond:** the group organiser has 7 days to accept or dispute the claim, and we consider any response in good faith. If a card hold would expire in that time, we may take the amount claimed and refund any part that is not upheld within 5 business days of the outcome.
- **Balance returned:** we take only the amount agreed or upheld, and release or refund the rest of the bond.

Damage over $1,000

The bond does not cap the group's responsibility. If the reasonable cost of loss or damage caused by the group is more than $1,000, we reserve the right to recover the difference from the group organiser (or the organisation that made the booking):

- We send an itemised invoice with photos and supporting receipts, invoices or quotes, following the same claims process above.
- The amount above the bond is payable within 14 days of the invoice.
- We do not charge any card for an amount above the bond unless the group organiser agrees in writing at the time.
- Where damage is covered by our insurance, we may claim on it and recover only the uninsured amount, such as the excess.

Disputes

If we cannot agree on a claim, either party may contact Consumer Protection WA (1300 30 40 54) for help, or lodge a claim in the Magistrates Court of Western Australia. Nothing in this section limits the group's rights under the Australian Consumer Law.

15. Privacy

We use guests' and organisers' details only to manage the booking and the stay, and to keep the guest register. We send group news only to organisers who have opted in, and anyone can unsubscribe.

16. Contact

Baywatch Retreat · 9 Heppingstone View, Augusta WA 6290 · 1300 629 092 · manager@baywatchretreat.au · baywatchretreat.au