



Terms, responsibilities and conditions

Hello. To ensure your stay at Dantosa is relaxing and enjoyable, as well as for those who follow, would you and your guests please respect the requirements outlined below. Thank you.

- 1. Safety first.** This is serious. Be aware that the lake and other watering holes are unfenced. The lake is over 3 metres deep, in parts. The edges of the lake deepen rapidly. Children and non-swimmers need to be careful. Children must be supervised by responsible adults when in and around the lake. **You are responsible for the safety of all visitors at all times.** Swimming is not allowed if you or your guests have consumed alcohol. Neither the Dantosa owners or managers are responsible for the safety of you and your guests. All guests and visitors enter Dantosa at their own risk and take personal responsibility for their own safety. **Please also ensure that any children using the lake house are fully supervised AND NOT LEFT ALONE.**
- 2. Damages.** As the one who booked Dantosa, you are responsible for guests' behaviour, breakages, damage to the property and related costs. Occasionally breakages happen. Please inform us of any breakages or damage.
- 3. Maintenance.** Whilst all care has been taken in preparation of Dantosa for your stay, we accept that there may be occasions when some part of the property or grounds are in need of repair or other maintenance. If you become aware of any such instance or if you feel that there is any dangerous circumstance in existence we ask that you urgently contact the owners to advise of and report on the situation. At that point Dantosa will use all efforts to remove or remedy any such danger quickly and effectively.
- 4. Emergency.** If you have an emergency which requires the police, an ambulance or the firebrigade, please dial 000. The address at Dantosa is 76 Mort Street, North Katoomba; enter via bush track and press A on automatic gate to enter (post at driver's side)
- 5. Bushfire procedure.** Please see Section 5D on bushfires in the Dantosa Welcome Kit. You must abide by these procedures and be willing to evacuate the property if advised. If there are bushfires burning or if bushfires are imminent, you should stay up to date with the status through the NSW Rural Fire Service:
[website: www.rfs.nsw.gov.au/about-us/our-districts/blue-mountains](http://www.rfs.nsw.gov.au/about-us/our-districts/blue-mountains)
[phone number: 1800 679 737](tel:1800679737)
- 6. Guest numbers.** The **number of guests** staying overnight should not exceed the number of people confirmed to stay. This helps us to manage the linen, cleaning and laundry load, and ensures that Dantosa conforms to health and safety regulations. Please inform us ahead of your visit of any additional overnight guests and any daytime visitors. **A fee per person will be charged for any overnight guests.** Additionally, a **fee per daytime visitor** is levied. It is essential that the owners of Dantosa know how many people are at the property at all times. If more people are found on the property than previously indicated, then a penalty of double the applicable rate will be charged and the owner reserves the right to request all guests to leave the property.
- 7. Events.** Please note that for events of any kind at Dantosa, separate terms and conditions apply. At the time of booking, you need to inform Dantosa management of any intention to stage an event or to invite additional visitors to Dantosa. Further information about staging events at Dantosa will be provided upon request. This is an important requirement as any possible breach of occupancy conditions may affect our insurance in the event of a claim.
- 8. Respect for our home.** Please treat Dantosa as if the property were your own. The Dantosa management team have taken care to present the property in a tidy, clean and professional manner. Remember, Dantosa is a family-owned home. Please respect the property, do not create any dangers to anyone using the property and leave everywhere clean, particularly before you depart. Be sure to check the tennis court area and lake house, in particular. You will find a vacuum cleaner in the Dantosa House laundry, along with cleaning gear in case you need it. Thank you.
- 9. Good neighbourliness. Dantosa is not a party house.** Please respect our neighbours and ensure that noise from Dantosa is limited to the confines of the property and complies with local ordinances. Park your vehicles within the property.
A significant number of noise complaints are received and investigated by Blue Mountains' Council each year. These situations include noise which is generated mechanically or via human activities such as loud music (e.g. drums, bands), machinery, cars or equipment (e.g. mobile air conditioners or refrigeration units) and animals (e.g. barking dogs). Dantosa and the Council are anxious to maintain the environmental sensitivity of the local area by minimizing the impact of intrusive noise on our neighbours. For details of Council's regulation, visit <http://www.bmcc.nsw.gov.au/yourcommunity/noisecontrol>
We request that you and your guests ensure that noise from music, equipment use and vehicles outside the hours indicated in the Protection of the Environment Operations (Noise Control) Regulation 2008 does not constitute an offence. If the noise is audible in a habitable room of a neighbouring dwelling, an offence has occurred.
Specifically, the use of musical instruments and electrical amplified sound equipment must **receive prior written permission** from Dantosa management.
The playing of loud music of any kind must not occur:
 - before 8:00am and after midnight on any Friday, Saturday or day immediately before a Public Holiday
 - before 8:00am and after 10:00pm on any other day.In the event of a **formal complaint** from a neighbour, **a minimum levy of \$1,000** will be billed and payable from your bond. Should Council impose further fines, these will be payable by the booking guest directly and in full.

10. **Smoking.** Please **refrain from smoking** at Dantosa. Dantosa House and Cottage are non-smoking areas. If you or your guests must smoke, please do it away from any buildings and dispose of the cigarette butts. Our family is, **and possibly other guests are,** allergic to smoke so thank you for being respectful of our no smoking request. If there is evidence of smoking indoors, a fine of \$500 will be imposed for additional cleaning.
11. **Pets. Please note that pets are not allowed at Dantosa.** Thank you for respecting this requirement, as members of our family are highly allergic to animal fur. If there is evidence of animals having visited the property during your stay, a fine of \$500 will be imposed for additional cleaning.
12. **Bathroom spa.** If using the spa in the main bathroom, make sure the spa jets are fully immersed in water before switching on. Damage to the spa is expensive so it is important to be sure that the bath water is covering those jets before blasting off. Please ensure that any children using the spa are fully supervised and not left alone. Children under the age of 6 are NOT permitted in the spa.
13. **Candles.** Please **do not use candles or other open fires** at Dantosa. They are a fire hazard and make a mess. If there is evidence of candles having been used and additional cleaning is required, a levy of \$300 will be imposed. Thank you for your understanding.
14. **Bicycles.** If you are planning on bringing your children's bikes, scooters etc. please pack their helmets as we have a "No Helmet, No Ride" policy at Dantosa. Also please note that most of the Dantosa gardens have steep slopes, so bicycling on the property is not advised.
15. **Furniture.** Please leave all furniture and beds in the positions they occupied when you arrived. If you need to move furniture, please make sure the furniture is lifted to avoid scratching the floors.
16. **Garbage.** All trash or litter is to be put in the garbage bins provided. In the carport of Dantosa House, you will find large general garbage and recycling bins. Please take excess rubbish with you otherwise we will need to charge a fee of \$200 to cover additional waste management fees and transportation. If you happen to be staying on a Wednesday night, please take the bins to the side of the street (Mort Street) for collection early Thursday morning. It's great exercise!
17. **Tidy up.** The Dantosa House kitchen is a commercial grade haven for cooking. We hope you enjoy it and can unleash your Masterchef skills. However, when you check out, please leave the kitchen clean. Any dishes, glasses, pots and pans should be put away clean (in the right place) or placed in the dishwasher and the cycle turned on before you checkout. Also please remove any spills in the ovens, microwaves, fridges or freezers. Additionally, please read carefully and follow all operating instructions and use all the equipment and appliances including the oven and dishwasher safely.
18. **Lock up.** Please close and lock all doors and windows when leaving the property. This helps keep your things, and ours, safe and secure. The responsibility for guest property is yours. Please note that the Dantosa management is not responsible for any loss or theft of belongings.
19. **Departure.** Turn off all heating, lights and televisions before departure. Also, please take any excess garbage with you and remember to return the keys to the appropriate keysafe.
20. **Motor Vehicles.** Please park your cars with care and in the designated areas. It is possible to park a maximum of 4 cars close to the house and cottage. For events, special parking arrangements are required and these will be supervised by our management team, incurring a fee for the service. If there is damage to the road, garden, signage or other fixtures, this will be charged to you.
21. **Additional cleaning.** If additional cleaning is required over and above the normal clean, we will pass on the incremental cost to you at a minimum fee of \$200.
22. **Loss of property.** You are responsible for the security of your own personal property. We will not be responsible for the loss of any of your property from your room or elsewhere at Dantosa unless it can be attributed to our sole negligence. These terms and conditions shall be governed by the laws in force in the State of New South Wales.
23. **Check out and check in times.** We often have short transitions between guests and therefore we need you to observe the check in and check out times which we have communicated to you. If you want a late check out, please ask whether it would be possible. Note that there is a fee for late check outs, and if you do not vacate the property at the agreed time, that fee will be charged to you.
24. **Photography.** We encourage guests to photograph Dantosa Blue Mountains Retreat and to post tasteful photos on Facebook and Instagram. Given that these photos are in the public domain, we may use them for promotional purposes. If you wish to use any of Dantosa's photos, please contact us for approval, as many have been taken by a professional photographer and we may need to seek their consent.
25. **Eviction.** We reserve the right to evict you from the retreat without refund (subject to any law to the contrary) in the event of any behaviour which we deem inappropriate, offensive or unlawful.
26. **Modifications.** We reserve the right to modify or change the terms and conditions at any time without prior notice to you. If any of these terms and conditions are determined to be invalid or unenforceable pursuant to applicable law by any court of competent jurisdiction the balance terms and conditions will remain in full force and effect. Any term found to be invalid or unenforceable will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.
27. **Liability.** Subject to any requirements at law to the contrary, in no event shall we be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with our provision of goods or services to you whether based on contract, tort, strict liability or otherwise. Where our liability cannot be excluded, to the extent permitted by law such liability is limited to either to resupply the goods or services or the cost of resupplying the goods or services or otherwise to the value of the goods or services supplied.
28. **Indemnity.** In the event that you are in breach of any of our conditions and there is a claim against us for any loss or damage arising as a result of your breach then you indemnify us against any such actions, claims, demands, losses and damage that we may suffer as a result.
29. **Communications.** We hope you enjoy your stay at Dantosa. If you have any questions or complaints then we will try to respond in an efficient and fair manner without delay.

By making a booking and occupying the Dantosa, you are deemed to have read, understood and agreed to the above responsibilities and terms.

