



TERMS AND CONDITIONS

The following Terms and Conditions apply to all bookings made with Mildura Holiday Villas. We kindly ask that you take a moment to read them prior to making a Booking.

The Company enters into this Agreement as principal for Bookings made for the hotel it owns. The booking confirmation will clearly state the identity of the Owner. Guests booking with Mildura Holiday Villas are deemed to have agreed to the below terms and conditions.

In these Terms and Conditions the following definitions apply:

“Villa” and “Unit” are used interchangeably to refer to the properties we offer for booking.

“The Agreement” is your Booking Confirmation and the Terms and Conditions;

“The Company” is Mildura Holiday Villas;

“The Hotel” is the premises for which your Booking is made;

“The Owner” is the Owner of the Hotel as mentioned on the booking confirmation;

“The Booking(s)” includes accommodation.

“The Villas” are Mildura Holiday Villas.

“The Guest(s)” is the person, company, organisation or other body responsible for making the Booking.

The term “booking” includes all bookings made with Mildura Holiday Villas whether secured with deposit or not.

Bookings

Guests must book in advance. Rooms are subject to availability and the Company reserves the right to refuse any Booking. Although payment is generally required on departure, there may be occasions when the Guests are required to fully prepay or provide a deposit at the time of the Booking, or, on arrival at The Hotel.

Bookings must be made by adults (18 years and over) and any booking made by a guest is confirming that they are over the age of 18.

Pets are not allowed (service dogs allowed).

Charges

The prices displayed on the website are a total for your requested stay (excluding credit card surcharges). A minimum length of stay, deposit, cancellation charge and other conditions may apply to certain rates, as specified.

The minimum stay length for the Hotel is two days; however the Hotel reserves the right to accept single night bookings for an additional fee.

Products in the refrigerator are complimentary.

Infants may stay for free and infant age is considered 2 and under. Infants must be supervised at all times by an adult and the Villas bear no responsibility for negligence.

Mildura Holiday Villas reserves the right to charge a bond to any guest and it has the right to charge the guest for any damages that occur in that unit during the period of the guest's stay.

Payment

You will be asked to provide a credit card (or debit card) at the time of the Booking to secure your reservation. Where a deposit or full payment is required in advance; by Booking you are authorising the debiting of the card provided.

We accept the following methods of payment: Credit Cards: MasterCard / Visa Debit Cards / Visa and EFTPOS and we forward Credit Card surcharges of 1.5% for both Visa and MasterCard on to the customer.

The Guest must pay all outstanding charges on departure from the Hotel if they have not already paid in advance.

Arrival and Departure

Guests may check-in at any time from 2:00 p.m. on the day of arrival (unless special arrangements have been organised with the manager whereby allowing arrival at an earlier time).

All rooms that have been secured by credit / debit card or prepaid at the time of booking will be held until 11.00am the following day. Any non-secured reservation will be held until 4:00 p.m. on the day of arrival at which time the hotel is entitled to re-let the room, unless the guest has notified the hotel of a late arrival.

On the day of departure we kindly ask all guests to vacate their rooms by 10:00am (unless a later departure is stated as part of your booking). Late check-out after this time can be requested subject to availability and will be charged at an hourly rate at the discretion of the hotel.

Cancellation Policy

Note that a booking begins at 2:00pm in order to secure a total refund.

The Company reserved the right to charge Non-arrivals in full for their booked accommodation.

Cancellation and non-arrival charges apply after this time and will be charged to the credit / debit card supplied at the time of booking. Mildura Holiday Villas reserves the right to charge for two night's accommodation per room booked if the above cancellation requirements are not met.

Change of Booking Details

Reservations may be amended in line with the Booking conditions accepted at the time of the original reservation/s. Changes may be made subject to those conditions and any deposit / prepayment held is subject to those booking terms at the time of the original reservation.

Where the Booking permits, any change to the arrival date, departure date or room type is subject to availability at the time the change is requested and may result in a possible rate change.

Any guest wishing to change their Booking must advise the manager/owner of Mildura Holiday Villas at any time prior to 48 hours of their scheduled Booking.

Accessibility

Dependent on the individual needs of the Guest, a selection of specifically designed units is provided at Mildura Holiday Villas including a disabled access unit (unit 2). Service dogs are allowed.

Please contact 0429429656 to discuss specific individual requirements and the availability of appropriate accommodation.

Parking

All undercover parking has been fitted with security lights.

Mildura Holiday Villas bears no responsibility for any damages to guests' vehicles.

Mildura Holiday Villas provides undercover parking reserved for Units 2, 3, 4 and 5 and lockable, secure garage parking for Unit 7. This parking is limited at one vehicle per Unit. Any other vehicles owned by guests may park on the street; however Mildura Holiday Villas bears no responsibility for any illegal parking.

Insurance

The Company's liability where accommodation is booked for Guest belongings is generally limited under the Hotel Proprietors Act 1956.

The Company maintains appropriate insurance cover where the Villas' are liable for any injury or loss or damage suffered by our Guests.

If You Have a Problem

In the unlikely event that you have a problem during your stay you must bring it to the attention of the Villas management at the time to ensure that we have an opportunity to rectify the problem during your stay.

If you are not satisfied that the issue has been resolved fully, please submit details in writing as soon as possible to PO Box 4058, Mildura, VIC, 3500

Use of Personal Information

Please refer to our separate policy statement.

Licensing and Statutory Regulations

Mildura Holiday Villas are subject to Statutory Regulations including those relating to fire precautions and entertainment. The regulations must be strictly observed and a copy is available from the Villas. The provisions of the Licensing Act 1964 as amended must be observed.

Liability

(i) This clause sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Guest in respect of:

- Any breach of this Agreement; and
- Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

(ii) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

(iii) Nothing in this Agreement limits or excludes the liability of the Company:

- For death or personal injury resulting from negligence; or
- For any damage or liability incurred by the Guest as a result of fraud or fraudulent misrepresentation by the Company.

(iv) Subject to clause (ii) and clause (iii) the Company shall not be liable for any special, indirect, consequential or pure economic loss including but not limited to loss of profits, loss of business; depletion of goodwill and/or similar losses. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the value of the Agreement.

(v) The Company does not accept liability for loss or damage to any object, equipment, furniture, stock or any other property brought onto the premises by the Guest or persons authorised by the Guest.

The Company will endeavour to assist Guests with storage of their equipment etc. but it excludes liability for the loss or damage of those items.

Hotel Proprietors Act 1956

This Agreement does not affect any rights which the Guest may have under the Hotel Proprietor's Act 1956, where this act applies:

Force Majeure

The Company shall not be in breach of this Agreement if it does not provide the services under this Agreement due to the following circumstances:

- Industrial action by the Company's employees
- Industrial action by the staff of one of the Company's suppliers
- Fire, lighting, explosion, riot, civil commotion, malicious damage, extreme weather conditions, storm, flood, burst pipes, earthquake, terrorism and the Hotel being damaged or destroyed.
- Postal bookings which do not reach the Company
- Breakdown of machinery, or any failure to supply the Hotel with gas, electricity, water and so on, outside the control of the Company.

If any of the above occurs the Company will do its best to avoid any inconvenience to you or your Guests.

Assignment

The Company shall have the ability to assign, subcontract or transfer any of its rights or obligations under the Agreement as it sees fit.

Third Party Rights

None of the terms of the Agreement are intended to be enforceable by any third party nor is it intended that this Agreement will confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

Variation

No variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

Waiver

Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement by law to Mildura Holiday Villas shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

Severance

If any provision of the Agreement (or part of any provision) is found by a court to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

Right of Set Off

Mildura Holiday Villas shall have the ability to deduct any sums owed to it by the Guest against any sums it owes whether any such sum is present or future (whensoever arising), liquidated or unliquidated, under this Agreement or not. Any exercise by Mildura Holiday Villas of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

Jurisdiction

The Agreement shall be governed by the laws of Australia and the Courts of Victoria shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

Website Information

While all reasonable efforts have been taken to ensure the accuracy of information on this website the Company do not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on this site without notice. Please note that in certain circumstances, generic photographic images have been used to represent the general style of a particular product or hotel.

The content of this website is the copyright of Mildura Holiday Villas, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent.

Trademarks used on the website are the property of the respective Owners. Hyperlinks to third party websites are provided for your convenience. We cannot accept responsibility for the content or use of third party sites.

This site is operated by WordPress and managed and updated by the personnel of Mildura Holiday Villas.