

# BROKEN HILL ART EXCHANGE RESIDENCY TERMS AND CONDITIONS

If you have any questions about our residency program, please contact us before making your application.

## 1. Terms of Booking & Booking Deposit

1. By placing a residency application with us (Broken Hill Art Exchange Inc.) you (the lead applicant) and your booking party agree to the following terms and conditions as set-out. During your stay you agree to abide by the subsequent conditions as set-out.
2. Where the person making the booking is different to the lead applicant (for example, an agent) taking up the residency, the person making the booking may be held responsible for cancellation, non-arrival and damages as set-out within. Only the lead applicant and the named booking party are allowed to use the property and its facilities.
3. To secure any booking we require payment of the full fee in advance, due within 14 days of our invoice date, or prior to arrival, whichever comes first.
4. Payments must be 'cleared funds' before a booking can be confirmed and only refundable under the conditions set-out here within.
5. Payments can be made by digital bank transfer, cheque or cash. Any charges raised against us by our bank for handling dishonoured cheques, bank transfers or any other payments, must be reimbursed by the lead applicant within seven (7) days of any request to do so.
6. All guests agree to respect the privacy and peace of all other staying guests, neighbours and the owners at all times. We reserve the right to cancel a booking with immediate effect if guests are not honouring this agreement or by causing a disturbance / nuisance to other guests, neighbours or the owners.

## 2. Check-in & Check-out

1. **BHAE Residency periods are calculated on a weekly basis only, from Monday to Sunday inclusive (7 days). A stay shorter than 7 days is considered a week block-booking.**
2. A stay commencing after a Monday and extending beyond the following Sunday (part of a week plus the following week) is **calculated as two weeks for fee purposes.**
3. Guests check-in and check-out times as follows:
  - Check-in from: 2.00pm and before 3:00pm on day of arrival
  - Check-out by: 10:00am on day of departure
  - Early, Late or after-hours check in will only be accepted by prior notification.

## 3. Cancellation, Refunds & Non-Arrival Conditions

1. Non-arrival guests, who fail to attend **on check-in date and times**, without advance notice forfeit any fees paid, and their residency will be cancelled.
2. Cancelling your booking **after confirmation of your residency and payment** will incur forfeiture of 50% of fees paid.
3. In the rare event we need to cancel your booking with us, please be aware that we cannot be held liable for circumstances beyond our control and that our liability to you is limited to the refund of any payment already made.
4. Payments made on gallery rental or services are non-refundable.

## 4. WiFi Fair & Appropriate Usage Policy

1. Where WiFi Internet access is provided, guests accept to use this access to the Internet fairly and appropriately. We may monitor network performance and user usage in order to maintain a fair and high level of service to all our guests.
2. The Internet access provided is intended for general use such as access to the world wide web, email, messaging, social media, light video / music / media streaming. It is not intended or ideally suited for heavy media streaming, online gaming, extensive downloads / uploads. Access to illegal activity or use of our network for illegal activity is prohibited and will be reported to authorities.

## 5. Damages & Lost Property

1. We reserve the right to charge the lead applicant for any damages caused through the course of the residency by any member of the booking party. This includes breakages, spillages, stains, damage to furniture or fixtures and fittings. Any accidental damages should be reported as soon as possible in order to minimise damage and incurring costs.
2. **Lost keys / fobs / access cards will incur a replacement charge per key / fob / card lost of \$50.00.**
3. Any lost property, if discovered and found, left behind by guests during a stay will be held for a period of 1 month. While we will make our best efforts to reunite lost property with their owners we accept no responsibility in replacing lost items and encourage guests to ensure they have all their belongings before checking-out.
4. While Broken Hill Art Exchange exercises all reasonable care and security it accepts no responsibility for loss, theft or damage of guest belongings.

## 6. Smoking

1. Smoking of any kind is not permitted anywhere within the Residence, Galleries, workspaces and workshops **except** in designated areas as advised by management.

## 7. Pets & Service Dogs

1. We do not accept pets with the exception of service dogs.

## 8. Parking

1. Where parking is provided guests accept that they park their vehicles at their own risk.

## 9. Our Right To Cancellation

1. We reserve the right to cancel any booking without compensation, refund or reimbursement if the terms of these conditions are breached.