

BOOKING

HOLIDAY RENTAL AGREEMENT: TERMS & CONDITIONS

Your agreement is with Owners/ Property Managers (“we”, “us” and “our” in these Terms and Conditions) for the property known as the property. References to “you” or “yours” are references to the person making the booking and all members of the holiday party staying at the property.

These Terms and Conditions form the basis of your agreement with us so please read them carefully. Nothing in these Terms and Conditions affects your normal statutory rights under Australian law.

1. Making your booking

When you book the Property with us please read carefully the agreement above.

If you have been quoted and have indicated the number of persons staying in your party, please note that any extra persons, including any children, who stay at the Property, will incur an extra fee and charge if they were not included in the original requested quote. If you exceed the maximum number of persons staying on the Property an extra fee will be charged.

Your booking is made as a holiday rental tenant for the purpose of a holiday and you acknowledge that no liability can be accepted for any business or other losses howsoever suffered or incurred by you.

2. Paying for your booking

Credit card details must be supplied upon booking and full payment will be processed 4 weeks prior to arrival. Your payment due date will be advised when your booking confirmation is sent.

3. If you cancel or amend your booking

- No fees charged for bookings cancelled within 24 hours of booking
- The guest can cancel free of charge up until 14 days before arrival
- If the check-in date is 7 - 14 days away 50% of booking will be refunded
- No refunds for cancellations made within 7 days of check-in.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or very occasionally cancel bookings due to unforeseen circumstances (e.g. fire, damage, etc.).

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking. We will endeavor to secure you a new booking.

5. Your accommodation

You can arrive at your accommodation after the check in time on the Arrival Date of your holiday and you must leave by the Check-out time on the Departure Date unless arranged otherwise with our Manager. If you have not arranged a late check out with the Manager and are late leaving, a late fee may be charged, according to the timing of your departure. This fee charged is at the discretion of the Manager and is done to ensure the property is ready and available for the next arriving guest.

6. Your obligations

Compliance with terms: You agree to comply with the terms of rental herein and any other terms reasonably made from time and notified to you. You are responsible to ensure all members of your party, as well as any visitors and guests you permit to enter the Property and for any damage they may cause.

Condition of property: You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses etc. in clean and in good condition. You also agree to ensure all electrical equipment and white goods are left clean and in good condition. Any issues with any contents in the Property must be notified immediately to the Manager so that we may rectify any damage or ant breakage.

You agree not to cause any damage to the walls, doors, carpets or windows of the Property, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier or neighboring properties.

Where the above indicates that it is a non-smoking and pet free, you are asked to abide by the requirements strictly. Otherwise we may require additional payment for any cleaning of furniture, walls, carpets etc. in order to extinguish any damage caused by either the smokers or pets.

Any lost or damaged keys, key cards, remote controls or other small items unlisted incur fees at the discretion of the Manager.

General: You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

We are not liable for any injury or loss that you or any of your invited guests may sustain while staying at our Property.

You are not permitted to allow more people to stay at the Property than expressly authorized, nor can you significantly change the makeup of the party during your stay at the Property. If you do so, we can refuse to hand over the Property to you, or can require you to leave. We will treat any of these circumstances as a cancellation of the booking by you.

Departure: You agree to leave the Property no later than specified Check out time on your departure date. Late departure is subject to prior arrangement and availability and will incur extra charges.

We ask that you leave the Property clean, tidy, dishes cleaned and put away and garbage taken out etc. Should you leave the property in a state that requires additional cleaning, this will incur additional charges.

We also ask that secure the Property and ensure you close and lock all windows and doors before leaving.

Children: If there is no specification that this means there is no age restriction for children. Age restrictions sometimes apply to a Property when it is not equipped nor is it appropriate or suitable rental for young children due to the number of hazardous objects or because there are no provisions for small children. Should there be an age restriction specified and should you have any visitors with young children, we ask that they be well supervised.

Noise: We would ask that you consider your neighbors and not have loud music or parties that may disturb others nearby. If complaints are made about 'excessive' noise or police performance are called or

if neighbors are continuously disturbed, we may ask you to leave and treat this as a cancellation and breach of the Terms and Conditions of this Agreement. You will not receive refund and extra charges may be applied for security and other expenses.

Pets: Pets are only permitted if indicated in the Schedule. If they are permitted, they are not allowed on the furniture and Pet owners are responsible for cleaning up after their Pets both inside and outside the Property.

Departure cleaning: Before departure, all food must be removed from refrigerators, rubbish put outside in the bins provided and all crockery and cutlery washed and packed away. The Property must be left in a clean and tidy condition.

We charge a nominal departure cleaning fee that does not cover full costs. Should the Property be left in a condition which requires extra attention by our cleaners, including emptying refrigerators, washing dishes, emptying dishwasher etc. we will charge you an additional fee.

Repairs: We hope you will advise us immediately of any repairs, damage or breakage that may have arisen or where repairs need to be made as soon as possible. You agree to allow us or any representative of ours to access at any reasonable time during your stay for the purpose of essential repairs.

Additional fee will apply as stated below:

- Property or furnishing
- Dirt or and other mess which requires additional cleaning
- Lost or damaged items including keys, remote control, walls or carpets and
- Any other cost incurred by Owners due to Holiday renter's stay.

7. Any complaints or problems

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact the Manager if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified.

If any complaint or issue cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of your stay.

8. Governing law

This Rental Agreement between you and us is governed by the laws of Australia and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the courts of the State Territory of Australia as nominated above.