

HOLIDAY RENTAL AGREEMENT: TERMS & CONDITIONS

Your agreement is with Owners (“we”, “us”, and “our” in these Terms and Conditions) for the property known as the Property. References to “you” or “your” 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, you should return the completed Rental Agreement to us with your payment for the Initial Deposit to confirm your booking.

If you have been quoted for 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, we reserve the right to retain your Security Deposit in full, and this Agreement may be terminated without refund.

When the completed Rental Agreement and the Initial Deposit have been received and accepted, we will issue you our written confirmation. Any binding agreement between us will only be formed when we send you our written confirmation, and it is subject to the Terms and Conditions of this agreement. We reserve the right to refuse any booking before issuing our written confirmation. If we do this, we will promptly refund any money you have paid to us. If you breach these Terms and Conditions, we reserve the right to cancel your booking and retain the deposit.

Please carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

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

You are required to send us your payment for the Rental and the Security Deposit balance at least eight weeks before the Arrival Date as set out in our written confirmation (or as otherwise indicated above). If you fail to make a payment due to us in full and on time, we may treat your booking as cancelled by you.

The Initial Deposit is to secure your booking and is refundable at our discretion. If we can rebook the Property for some or all of the period of your booking, it is at our discretion to refund all or any part of your Initial Deposit, but we are, in any event, not obliged to if we cannot re-book the Property.

We will hold the Security Deposit to be applied against the reasonable cleaning and/or replacement of the property, furnishings, fixtures and fittings. We will return the Security Deposit to you within 7 days of returning the keys to us, less any deductions per the Terms and Conditions of this rental property. This includes any individual requirements, which may be notified from time to time in the Property.

All payments of the amounts due must be net of any bank or other transaction charges.

3. If you cancel or amend your booking

If you need to cancel or amend your booking, telephone us at the number shown on our written confirmation as soon as possible or contact us at the email address we provide.

You will also be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking more than eight weeks before the Arrival Date, we will retain the Initial Deposit and refund the balance of any money you have paid to us (such as any cleaning fees and security damage deposit).

If you cancel your booking less than eight weeks before the Arrival Date, we reserve the right to retain the Initial Deposit and the Final Rental Amount and refund the balance of any money you have paid to us. In these circumstances, we will refund you the Final Rental Amount (less any additional costs incurred) if we can secure an alternative booking for the Property for the same rental period. Any other arrangement is at the Owner's discretion.

4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking. Still, 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. If it is necessary to cancel your booking, we will refund the balance of any money you have paid us.

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 and taken out of your Security Deposit according to the timing of your departure. This fee charged is at the Manager's discretion to ensure the property is ready and available for the next arriving guest.

If your arrival will be delayed, you must contact the person whose details are given on our booking confirmation as Manager to ensure that alternative arrangements can be made directly. If you fail to do so, you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and do not advise the Manager of your anticipated late arrival, we may treat the booking as having been cancelled by you.

You also agree to provide a copy of your credit card and passport or driver's license details where requested to the Manager on arrival.

6. Your obligations

Compliance with terms: You agree to comply with the terms of rental herein and any other terms reasonably made from time to time and notified to you. You are responsible for ensuring that all members of your party, as well as any visitors to the Property, observe these

terms. You are responsible for all 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, bedding and towels 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 any 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 of adjoining or neighbouring properties.

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

Any lost or damaged keys, key cards, remote controls or other items incur fees as listed above, and other smaller damaged items unlisted are at the Manager's discretion.

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

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

You are not permitted to allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property. If you do so, we can refuse to hand over the Property to you or require you to leave it. 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 the 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 tidy, dishes cleaned and put away, garbage taken out, etc. If you leave the Property in a state requiring additional cleaning, this cost will be taken out of your Security Deposit.

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

Children: Please note that children under the age specified above are not permitted to stay. If there is nothing specified then this means there is no age restriction. Age restrictions sometimes apply to a Property when it is not equipped, nor is it an appropriate or suitable rental for young children due to the number of hazardous objects or because there are no provisions for small children. Should an age restriction be specified, and should you have any visitors with young children, we ask that they be well supervised.

Noise: We also ask that you consider your neighbours and not have loud music or parties that may disturb others nearby. If complaints are made about 'excessive' noise or police enforcement is called, or if neighbours 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 a refund, and extra charges may be applied for security and other expenses.

Pets: Pets are only permitted if indicated in the Booking Details. If permitted, they are not allowed on the furniture and pet owners are responsible for cleaning up after their pets 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 our full costs. Should the Property be left in a condition that requires extra attention by our cleaners, including emptying refrigerators, removal of rubbish, washing dishes, emptying the dishwasher, or more than one load of laundry (excluding sheets on beds), we will charge you an additional fee, deducted from your Security Deposit.

Repairs: We hope you will advise us immediately of any repairs, damage or breakages 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 access at any reasonable time during your stay for the purpose of essential repairs.

Security deposit: Your Security Deposit will be refunded within 7 days of your departure to your nominated account provided that you have not caused damage, stained, broken, or the Manager notes any missing items after their inspection. Your deposit will be refunded in full, provided there is no damage to the following:

- Property or furnishings
- Dirt or other mess, laundry, garbage, 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.

You must contact the Manager if any problem arises to resolve it speedily. 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

The laws of Australia govern this Rental Agreement between you and us, 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 or Territory of Australia as nominated above.