

Manta Ray on the Beach

Booking Terms and Conditions

Booking Confirmation Procedure:

As we have numerous enquiries regarding holiday rentals that never become bookings the following process is followed:

1. Original enquiry and reply email with booking sheet if dates are available.
2. You will complete the Booking Sheet and return to our Office.
3. We will confirm booking is still available by email or phone and ask for the deposit.
4. Once deposit has been received Booking is confirmed.

Cancellation Policy:

If we are given more than 30 days notice of your cancellation your deposit will be refunded less \$50 administration fee. If bookings are cancelled within the 30 day period no deposit will be refunded unless the property is relet for the same tariff on the same dates. In this case the deposit will be refunded less the \$100 Administration Fee.

The same Policy applies for reduced stays. If you reduce the length of your stay giving more than 30 days notice the tariff will be adjusted accordingly. If you reduce the length of your stay giving less than 30 days notice of check in you will be charged the full amount. If we are able to relet for those dates the tariff will be adjusted accordingly.

If we find it necessary to cancel your booking for unforeseen circumstances a full refund of the deposit will be paid.

Large Group Bookings:

With a large group (5 adults plus) we always like to request a little more detail about the 'make up' of the group. e.g. ages, employment, number of vehicles (including boats etc.) before confirming the Booking. We operate under a strict Code of Conduct for Holiday Rentals as set out by Stayz and of course we are ever mindful of all neighbour's peaceful enjoyment of their own homes. As you can imagine 10 in a house can be quite problematic if they do not respect the neighbours.

If your booking falls into this large group category we would appreciate a little info attached to the booking sheet when you return or in a follow up email.

Definitions:

"Holiday Rental" means rental of Property for holiday purposes within the maximum term permitted for rental without a residential tenancy agreement under state and territory residential tenancy legislation.

"Booking" means the period for which you have paid to stay at the Property.

"Property" means the house and all its fixtures, fittings and equipment. (Some rooms, sheds may be locked for Owners only use)

"Management" means the owners and managers of the Property.

"Guests" means the persons who stay overnight in the Property during the Booking.

"Visitor" means a person a Guest permits to visit the Property during the Booking who does not stay overnight.

"Noise" means any sound which is offensive to occupiers of neighbouring properties.

Acceptance & Responsibility:

Payment of the Deposit constitutes acceptance of these Terms and Conditions.

Check In and Check Out:

Check-in time is not before 2 pm on the arrival date and check out time is not later than 10 am on departure date.

Late departure is subject to prior arrangement and availability and extra charges may apply.

You must notify Management of expected arrival time and a mobile contact number at least 7 days before arrival.

General Payment:

Our bank details are on the Booking Sheet and payments must be made in accordance with the Tariff schedule. All monies must be received prior to collecting keys. Due to delay in bank transfers it is advisable to allow up to 3 working days for transfers to show. It is also a good idea to email a confirmation receipt for transferred funds. Should you be eligible for a refund it will be made through your chosen payment method at time of Booking.

Unavailability:

If the Property becomes unavailable for your occupancy due to unforeseen circumstances (eg. fire, storm, damage, etc) then Management will inform you immediately and endeavour to obtain suitable alternative accommodation for your occupancy; failing which any moneys paid will be refunded in full.

Smoking:

Smoking is not permitted inside the Property.

Pets:

Preapproved Pets are not permitted inside the house unless deemed an assistance dog.

The owners are responsible for cleaning up after their pets on the property. Any evidence of pets on the Property or inside the house or on furniture may incur extra cleaning fees.

Licence not a Tenancy:

Guests are granted a limited permission to occupy the Property for holiday purposes, this is not a residential tenancy agreement under the residential tenancy legislation and failure to comply with the Guest's obligations in the Terms and Conditions may result in termination of permission to occupy the Property, eviction and Security Bond forfeiture.

Security Bond:

Tenants have the choice of supplying their credit card number and details or paying a security bond of \$1000.

Any damage, loss or expense incurred by Management as a result of your breach of these Terms & Conditions will be charged against the bond or your credit card. Examples of this include but are not limited to any breakage, damage or excess cleaning requirements, extra guests beyond those declared. By signing the Booking Sheet you acknowledge you have read and agree to these conditions.

Maximum Number of Guests:

Maximum permitted number of Guests is 4 without approval. (Additional tariff applies)

Maximum permitted number of Visitors at any one time is 6.

Only the guests nominated and agreed in the Booking may stay in the Property overnight. If any other guests stay extra charges may apply or the agreement may be terminated without refund. Tents, caravans

or swags are NOT PERMITTED on the property. Tenants acknowledge that the property is for private holiday use and not for commercial purposes or the like.

Noise and Residential Amenity:

Guests must not create noise which is offensive to neighbours especially between 10pm- 8am and during arrival and departure at any time throughout the occupancy.

Offensive noise is prohibited and may result in:

- termination of permission to occupy the Property; eviction;
- loss of rental paid; and extra charges for security and other expenses which may be deducted from Security Deposits or Bonds.

Guests must abide by any noise abatement conditions, standards and orders issued by police or any regulatory authority to minimise impacts upon the residential amenity of neighbours and local community.

Parties & Functions:

The Property is not a “party house”. Parties and Functions are strictly prohibited.

Breach of this condition may result in immediate termination and eviction without refund and extra charges for security, cleaning, garbage removal, wear and tear, repairs etc.

Access and Parking:

Guests and Visitors must comply with parking regulations and show consideration to neighbours;

The maximum number of vehicles permitted onsite is 4.

Guests may be required to supply vehicle/trailer registration numbers.

Recycling & Garbage:

Guests must dispose of garbage in accordance with the usual practice at the Property and in the allocated bins; Full explanation sheet at the house.

Guests must not leave excess rubbish in public or common areas; and Guests should be co-operative in complying with requirements in relation to the relevant local council garbage and collection days, and any special requirements relating to the disposal of garbage or waste minimization.

Complaints and Resolution Procedure:

In the case of any problem or complaint, you must inform Management at the earliest opportunity so Management has the chance to rectify the situation as quickly and efficiently as possible. You must allow repair/service access to the property during reasonable hours.

Any complaint, which cannot be resolved locally, must be notified in writing to Management prior to departure from the Property.

Failure to follow this procedure may hinder the ability of Management to rectify the problem or complaint and reduce or extinguish any claim you may have.

We recommend all guests purchase travel insurance since Management are not responsible for any injuries, illness or accidents that may occur whilst staying at the property to themselves or their property.

Consequences of not meeting these Terms and Conditions:

The consequences of not complying with the Terms and Conditions requirements can include enforcement action from the owner, Manager, security services, local councils or, in some instances, the Police.

Enforcement action is subject to the Australian Consumer Law and other relevant legislation.

Such enforcement action could result in termination of permission to occupy the Property, eviction, loss of rental paid, deductions from security deposits and extra charges.

It is therefore important for all Guests to be aware of their obligations and of their responsibilities to make any Visitors to the Property aware of these requirements to maintain the amenity of the Property and its neighbourhood.

Other Responsibilities:

You must comply with all applicable House Rules and all instructions from Management and the caretakers of the Property concerning occupancy, property, health, safety and quiet enjoyment of the Property and our neighbours.

You are responsible for damage, breakages, theft and loss of the Property and any part of it during your stay. You must notify us of this immediately. Management may recover from you repair or replacement cost (at Management's discretion).

Please note that an honour system applies in relation to BBQ gas cylinders and each Guest will be responsible to refill as and when required.

Providing general security in and around the property during the occupancy; Comply with parking regulations and show consideration to neighbours and other vehicles; Minimise your impact upon the residential amenity of the neighbours and local community; Be responsible for your Visitors.

Before Departure:

THE HOME MUST BE LEFT AS IT WAS FOUND, all food must be removed from fridges, all rubbish put in the appropriate council rubbish bins provided, and crockery and cutlery washed and packed away. Bedrooms, laundry, kitchen, bathrooms and common rooms must be cleaned and all floors washed and/or vacuumed, the BBQ must be cleaned properly. The Property must be left in a clean and tidy condition. Please ensure that all electrical appliances (except the refrigerator in the kitchen) are turned off (e.g. air-conditioner, heaters, dishwasher, lights in general, etc. If any are left on there will be an automatic \$100 excess charge taken off your security deposit).

A cleaning fee or extra cleaning charges may be incurred for the cleaning in general and especially cleaning of dirty dishes, oven and stove top, washing machine, dishwasher, emptying the fridge, removal of rubbish etc. Should the cleaning fee be more than the usual cost for cleaning the property, you will be charged the additional costs over and above the normal cleaning fee which will be deducted from the security bond.

All furniture and furnishings must be left in the position they were in when you arrived.

The property should be vacated on time and secured. All windows and doors are to be locked. All keys must be returned to Management or as otherwise directed.

You are responsible for the safekeeping and replacement of accommodation keys. Duplicate keys will be provided at an additional charge of \$50.

Disclaimer:

Neither the landlord nor any Agent accepts liability for any loss, damage or injury to the person or belongings of the tenants or any third party however caused, whilst leased by the tenant before, during or after the period of the tenancy or any error or omission in any printed written or verbal description of the premises by any Agent or Landlord is made in good faith but no responsibility shall be accepted for any mis-description.

Sadly, it has been necessary for us to add all the terms and conditions for this Holiday Rental due to the poor behaviour and disrespect of property of a minority of holiday tenants.

We sincerely hope you find no offence but realize it is a sign of the times. If it isn't in writing it is hard to prove what is expected.