

A Subsidiary of Clarence Holiday Coast Real Estate

## **TERMS AND CONDITIONS**

Thank you for booking your holiday accommodation with AWhimAway.com.au as part of the Clarence Holiday Coast Real Estate. We look forward to meeting you and hope your stay is very enjoyable in our incredible area.

We ask that you read our Terms and Conditions below; this is in regards to all our holiday letting properties and bookings. Any breach of these conditions permits the owner and or agent to refuse keys, amend rent of the premises or immediately cancel your reservation

The Terms and Conditions below are subject to change without notice and are displayed on our website at all times

Occupants and their visitors are responsible for their actions and behaviour at all times whilst on the premises. The letting of all properties is strictly holiday basis and is not a residential tenancy agreement

The payment and receipt of deposit monies to our agency will be deemed as accepting all booking terms and conditions and have been acknowledged and accepted by all persons travelling.

### **1. BOOKING DEPOSITS AND FINAL PAYMENT**

- a) A booking deposit of 50% of the total tariff plus \$53.00 booking fee is required to confirm your reservation.
- b) Our preferred method of payment is by credit card. Please note we only accept Visa and MasterCard and a 1.5% surcharge applies to all transactions
- c) Deposits are non-transferrable
- d) If you are booking within four (4) weeks of your arrival date, payment must be made in full at the time of booking.
- e) The balance of the total tariff is due four (4) weeks prior to arrival. Failure to pay this balance will result in immediate cancellation and all monies paid will be forfeited.
- f) All December and January balances are due by the last day of October. Failure to pay this balance may result in immediate cancellation and all monies paid will be forfeited.
- g) Rates listed on our website are reviewed from time to time and are subject to change without notice.

## **2 .SECURITY BOND**

All of our holiday-let properties require a \$500 security bond.

❖ If you are paying via credit card:-

Our secure cashier will retain your details in case of a bond claim. No money is taken out unless in the event of a claim

❖ If you are paying via direct deposit:-

You will need to transfer an additional \$500 as well as your amount for your accommodation to our nominated Trust Account. We also require you to fill out the \$500 Security Bond Form so the bond can be refunded to your nominated bank account within 14 days

This forms needs to be filled out and returned to the office prior to your arrival. (

### **A security claims include to but are not limited to-**

- a) damage to the inside or outside the property,
- b) exceed the listed about of guests
- c) missing items,
- d) late departure,
- e) additional cleaning on departure (BBQ, dishes, rubbish removal),
- f) doors / windows are left open upon vacate,
- g) noise complaints,
- h) call out fees for entry to property
- i) replacement of lost keys
- j) pets being at the property if the property doesn't allow for pets or any additional cleaning in regards to your pet being at a property (picking up dog dropping, excessive hair and dog odour)

All security bond claims will incur an administration fee calculated at \$45 per hour.

## **CANCELLATION OR TERMINATED BOOKINGS**

A cancellation fee of \$83.00 will apply to all bookings under **any** and **all** circumstances

- a) If the property is relet for the TOTAL period formerly booked by you, only the cancellation fee will be charged and the balance of the deposit paid will be refunded.
- b) If the property is NOT relet for the TOTAL period formerly booked by you, the total deposit paid will NOT be refunded
- c) Deposits paid are not transferrable.
- d) In the event you are unable to go ahead with your booking due to a natural disaster, an option to 'defer' the booking may be granted at the owner's discretion. A deferred booking must be rescheduled for the same property, must be for the same duration as the original booking, will only be allowed during the off peak season and must be completed with 12 months of the date of the original booking.

## **TENANT RESPONSIBILITIES**

Below is a list of tenant responsibilities before, during and after the tenant has check out of the property. Failure to comply with any of the below may result in a bond claim or legal action if required

All properties have a no smoking policy inside the premises. Smoking is permitted outside and butts must be disposed of in rubbish bin.

- a) It is your responsibility to check your booking details on your confirmation and to notify us if there is any incorrect information
- b) Not all properties include linen. Please go to our website to see if the property provided linen. Linen can be hired by phoning 02 66448 444 or by [www.yuraygirholidayhire.com.au](http://www.yuraygirholidayhire.com.au)
- c) Check out on the day of departure is 10am sharp
- d) You are expected to leave the premises clean and tidy, with floors swept, cutlery and cooking utensils washed and put away, rubbish put in the appropriate bins, and the BBQ clean, or additional cleaning fees will be charged. Fish must not be cleaned on the premises
- e) It's the responsibility of the pet owner to pick up any droppings and dispose of them before departure
- f) Call-outs for lost and broken keys or remotes will be charged at \$55 per call out. You will be liable for the cost of any new keys or remotes
- g) Occupants and or their visitors are responsible for ensuring property security is maintained throughout the tenancy. To ensure all doors and windows are locked and the property is secured when leaving the property and when vacating the property
- h) The number of occupants including visitors of the property must not exceed the maximum number as per there advertised listing. You will be asked to vacate the premises immediately with no refund
- i) As the occupant you are responsible for all damages and losses incurred during the term of your occupancy
- j) Occupants and/or their visitors must not create noise which is offensive to occupiers of neighbouring properties especially between 10pm and 8am and during arrival and departure
- k) Noise pollution is an offence punishable by law and shall result in immediate termination of your accommodation rental. Occupants must notify the agent of any disputes or complaints from neighbours as soon as practicable.
- l) Occupants and/or their visitors shall not park vehicles on the premises, except in the obvious designated area
- m) Functions are strictly not permitted
- n) If you report a maintenance problem, and a tradesman attends and finds that the maintenance visit is deemed unnecessary, the cost of the callout will be taken out of the security bond.
- o) Caravans, pop-top's, motor homes, tents are not to be on the property and certainly not to be powered from the property or allowed to use the septic facility
- p) The garbage bins are collected fortnightly. Please see the timetable on the fridge at the property for dates of collection. The occupant is responsible for putting the correct bins out on a Tuesday for collection on a Wednesday. **Green Lid** – Vegetable peelings, lawn clippings and garden refuse. NB: Meat and seafood scraps must be well wrapped in newspaper. **Red Lid** – General rubbish including nappies, plastic bags, broken light bulbs or sheet glass. **Yellow Lid** – Recycling including tins, plastic, glass, paper, cardboard. Further detailed information is located at the property
- q) Please don't turn off at the power source- fridges, televisions or hot water systems (unless otherwise advised).

## **PETS POLICY**

Our policy is that all animals and pets must be kept **OUTSIDE AT ALL TIMES** and are not to exceed the maximum number of pets allowed at a property at any time. Animals and pets are not allowed at the premises unless permitted by the agent on behalf of the owner.

For more information on what properties allow pets please go to our direct website [www.ahimaway.com.au](http://www.ahimaway.com.au) or contact our office directly 02 66497000

## **PLEASE NOTE:**

Where the property listed as being "pet friendly" this does not automatically mean this property is fully fenced. Please check that the property matches your pet requirements.

Even if it states that it is fenced this doesn't mean that it will keep your pet inside the fence – all pets are different and have different requirements – please check that the fencing meets your requirements.

If the number of pets for this property is exceeded or pets are inside the property where the property is listed as "outside only" the guest is in breach of the contract and you will be charged for the breach for additional cleaning or damage.

## **PARTY POLICY**

It is your responsibility to inform the office if you are a buck's party, group of schoolies or a group of university or college students or a similar group of young people. An increased bond of \$1500.00 direct deposited to our real estate trust account is required for bookings for these groups. **Not informing the office of the schoolies or similar booking may result in us asking you to leave immediately.**

## **EMERGENCY CONTACT**

If you require any assistance during your stay you can contact our office on 0266 497 000, or our after hours emergency numbers. Mark is on 0458497000.

Our Office Hours are from Monday to Friday 9am to 5pm

## **DISCLAIMER**

- a) No responsibility is taken by the agent, their representatives, tradespersons, cleaners or owners for the tenant's personal property or belongings that are left behind after check out.
- b) Awhimaway with Clarence Holiday Coast Real Estate endeavour to maintain that the information on our website is correct at all times, however from time to time aspects of the content may be amended due to being out of date.
- c) Information on our website is provided by others including, owners and therefore we cant accept responsibility for information being incorrect accuracy
- d) All bookings are made in good faith by the agent for the owners, but may be subject to change as may be notified by the owner or the agent prior to the commencement of the booking
- e) The agent cannot be held responsible for actions taken by the owner of the premises or the occurrences that are outside of the agent's control. These include;
  - ❖ if the property is sold
  - ❖ if the tariff has increased prior to your reservation
  - ❖ if the property, or it's contents, are altered in any way
  - ❖ If the property is withdrawn from letting.

Every reasonable endeavour will be made to find alternate accommodation should this occur, subject to the owner's authority.

- f) Awhimaway with Clarence Holiday Coast Real Estate acts as the letting agent on behalf of the owners and in accordance with owner's instructions.
- g) Awhimaway with Clarence Holiday Coast Real Estate reserves the right to take appropriate remedial action and/or seek compensation for any serious breach of these conditions of letting