

## **Terms and Conditions of The Hideaway's Holiday Accommodation**

The Hideaway is a short term vacation property and this agreement is for this purpose. This agreement does not allow for extended residential stays.

Balance of the rental amount must **be received in full 20 days prior** to occupancy. If not, the owner has the right to cancel the booking and attempt to re-let it.

**Cancellation** if caused by the client - money paid is not refundable unless the house is re-let for the entire period. If a refund is made, due to the property being re-let then the following cancellation fees apply:

Cancellations up to 8 weeks before the letting will receive a full refund less 20% or \$100.00 (which ever is greater).

If the cancellation occurs within 4 weeks of letting 50% of the tariff will not be refunded however the tenant will have 6 months to use this credit.

Cancellations over Peak season and School holidays will not receive a refund unless a replacement booking is taken. 20% of your costs will not be refunded.

**Booking Periods.** The owners will make every effort to ensure the property is available as booked. However, the owners reserve the right to make alterations to bookings due to unforeseen circumstances and to suit seasonal cleaning/change over days.

**Guest Numbers/Behaviour.** To maintain a good standard for our guests we require certain conditions to be complied with. We appreciate most will respect our property, but the occasional abuse requires that we state the following conditions that must be complied with.

- Number of Guests should not exceed the 10 (excl infants) or as agreed in writing or email. Fees will apply for excess guests not agreed with the owners in advance.
- Parties and Functions are strictly prohibited. The price charged is for domestic use only and not commercial. Accordingly this rate does not allow for the extra wear associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Use contrary to this will result in loss of your bond and/or additional payments.
- Damage, Breakages, Theft and Loss are the tenants responsibility during their stay. Fees apply.

**Departure.** The property should be left in a similar state to its condition on arrival. Check-out time is 10am by the latest, to allow time to prepare property for next guests.

**Bond** is payable. The bond will be refunded within 14 days, in full, subject to the above conditions being met. It is designed to cover any additional costs incurred including but not limited to, any breakage, damage or excess cleaning requirements, extra guests beyond those declared ..etc. In the event that the bond is insufficient to cover the costs and expenses of repairs, replacement of damages and/or other breaches of your occupation, you agree to pay the shortfall on which you will be invoiced & to be paid by Direct deposit immediately in the owners account or legal proceedings will ensue. A full accounting of the additional charges will be supplied from the Owner to you as soon as possible.

**Inspection and Cleaning:** The property is inspected after you vacate the premises. It is the occupant's responsibility to ensure that the premises are kept clean during your stay at all times and are left in a tidy manner



on departure. The moving of the furniture is strictly prohibited. Please ensure that all BBQ's and their utensils are cleaned and gas turned off & all rubbish is out in Council bins located on Frederick Street. Cleaning fees of \$80/hour per cleaner, will apply for failure to comply, which you agree to be deducted from your bond. You will be notified of our claim for extra cleaning. Peak season two cleaners per property are assigned.

Seafood is not to be cleaned or scraps left at the property.

**Functions:** No organised functions are permitted, Failure to comply will terminate this agreement, and you will be asked to vacate the property immediately.

**Garbage:** Garbage bins must be put out for garbage collection, on **THURSDAY NIGHTS**. Excess garbage is your responsibility, and must be removed from the property. Excess garbage removal fees will apply at a starting fee of \$80 depending on the amount of rubbish needing to be disposed of, which you hereby agree to be deducted from your bond.

**Gas Bottle:** If the BBQ has no gas, you will see 2 large 45kg gas bottles. All that needs to be done is to turn the knob to the opposite bottle and gas will be restored. It is kindly requested though you let the Owner know by text or email asap so that they can organise a replacement of the empty gas bottle.

### **Guests Responsibility:**

#### Noise:

No person on the premises shall be guilty of conduct that is a nuisance to adjoining or neighbouring occupiers. Excess noise is not permitted after 10 pm and before 8am, under any circumstance. Failure to comply will terminate this agreement. Your bond will be forfeited if neighbour complaints are received and or Council or Police attend the property. If multiple separate complaints are received, each complaint agree to pay an additional \$500.00 per complaint.

If you or any other guest receives a warning regarding excess noise, you may be asked to leave the property IMMEDIATELY with no refund of monies (incl. bond).

Guests must abide by noise requirements & any restrictions stipulated by Shoal Haven Council & Regulatory Authorities.

Noise disruption for includes (but is not limited by):- loud behaviour of any type that disrupts the peace and quiet of others; intrusive or abusive language, loud music, vehicle noise or any sounds affecting other residents that are audible outside the boundaries of the property.

#### Fire:

Guests must abide by NSW fire rules & any restrictions stipulated by Shoal Haven Council. Open fires shall not be lit if not permitted by Authorities. Any allowed fire must be attended at all times and fully extinguished if not attended. Note: The property backs onto a Nature Reserve/bush.

No Smoking: Smoking is not permitted anywhere in or on the property.

Non Private Use: No commercial activity is to take place at the property.

Tents, Caravans and other structures are not to be erected.



**Minimum Age & Attendance:** The primary guest must be at least 21 years if age (photo ID will be required). Guests under 21 are of course welcome, however must be accompanied by a parent/guardian above the age of 21 years. The person agreeing to the contract must stay at the premises and booking for a 3<sup>rd</sup> party is strictly prohibited.

**Schoolies:** Strictly no schoolies gatherings are permitted.

**Invitees:**

Guests are also responsible for any invitees conduct and actions at the property and claims will be made to the bond if deemed necessary. Failure to comply will terminate this agreement and you will be asked to vacate the property.

**Owner Access:**

Guest agrees to allow the owner or his nominee to enter the premises to arrange any necessary repairs. Any area of the property which is found to be locked and for which a key has not been supplied is PRIVATE and not for guests use. Anyone gaining unlawful access to a private area shall be found to be in breach of this agreement and legal action will be taken.

**Property Vacated.** The property must be vacated on the agreed date and time.

**Linen** is to be supplied by the tenant unless paid for at time of booking.

**Pets are not allowed** under any circumstances.

Variations to these conditions may only be made by prior arrangements with the owner in writing.

### **Agreement**

This contract is deemed agreed to once issued to the tenant (s) and fees and or deposit is paid.