

Accommodation Bookings

TERMS & CONDITIONS

Please read carefully. When you make a reservation with us, these conditions are deemed to have been accepted by you.

Please call us on 02 4862 5200 for clarification of any point.

Holiday Rental Specialists (HRS)

Your booking is with Holiday Rental Specialists (HRS), comprising for all future reference - Highlands Holidays, Beach and Bay Holidays, Valley and Berry Holidays and any other trading name of Cribbin Blencowe Pty Ltd, acting on behalf of the owner.

Guests are granted permission to occupy the property for holiday purposes only; this is not a Residential Tenancy Agreement under the Residential Tenancy Legislation. Failure to comply with the guests' obligations in these terms and conditions may result in a claim at NCAT, termination of permission to occupy the property, subsequent eviction and/or registration with the Bad Books and/or any other bad guest register.

Summary

The property shall not be used by more than the number of guests listed on your booking.

All guests should abide by HRS' good neighbour policy and shall ensure quiet time from 10pm to 8am

Pets are not permitted unless specifically noted in your booking and paid for where applicable.

Smoking is not permitted anywhere on the property.

No commercial activity is to take place at the property.

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

Cancellation Policy – booking fees, damage protection fees, extras and linen hire charges are non-refundable Deposits are only refundable when the property can be rebooked (prorata if applicable).

Cancellations within 30 days are non-refundable.

The responsible renter must be at least 21 years of age, guests under 21 are of course welcome but must be accompanied by a parent or guardian.

The price of the booking is subject to change, if there is a change in price you will be notified and offered the opportunity to pay the increased tariff or a full refund.

Bookings & Payment

To proceed with a booking, the following payment conditions apply.

Booking fee applies to all bookings. This is non-refundable.

Deposit is due within 72 hours (3 business days) of booking. The deposit is non-refundable unless the property can be rebooked for your dates, see extra information below.

Balance of all outstanding monies is due 30 days prior to your arrival. Our system will generate a reminder to your email address.

Payments may be made by direct deposit into our trust account or by Credit Card (a service fee applies).

Fee for changes to booking Once the booking is made we reserve the right to charge an additional fee of \$75 for any changes made.

Cancellation charges If you cancel a booking there will be a cancellation charge of \$150. Refunds will only be available in line with the cancellation terms outlined below.

Bookings will be cancelled if a payment is not received in accordance with the above terms.

Bond As a condition of rental, guests are required to pay either the Security Deposit or purchase Damage Protection, as described below.

Security Deposit & Damage Protection Fee

The interior and exterior of the properties we manage are finished and furnished with costly materials and products, including building materials and surfaces, soft furnishings, goods, art, accessories, housewares, and landscaping. Our team thoroughly inspects each home and inventories its contents between each guest. You become financially responsible for any and all damage and loss to the property and its contents from the date and time you check-in to the date and time you check-out.

Security Deposit

You may pay a Security Deposit of \$2,000 (by direct deposit into our trust account) that will be retained until our team has completed their check-out inventory and inspection procedure after you vacate the premises. Should they find the home excessively dirty or that items are missing or damaged, the cost of additional cleaning hours and/or the cost of repair or replacement of property will be deducted from your deposit. The remainder of your deposit that is not applied to these expenses will be refunded to you within 14 days. You remain responsible for, and will be charged for, the cost of any damage, repair, or replacement in excess of the Security Deposit.



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A stay can be terminated early if a material term or condition of this agreement is breached.

Security Deposit *(continued)*

You may be required to pay the security deposit if you are booking specific homes, your booking is a schoolies group, you are staying for one month or longer or at the agent's discretion, the amount of the security deposit may be increased at the agent's discretion. When your reservation is made on-line, the Damage Protection Fee described below is shown as an automatic charge. Should you elect to pay the Security Deposit in lieu of the Fee, you may contact our bookings team and the applicable adjustments will be made to your booking. Should you reserve a property where a security deposit is required the fee for Damage Protection will be removed and the Security Deposit will be added to your booking.

Damage Protection

The non-refundable Damage Protection Fee protects you from being charged for accidental damage that may occur during your occupancy. You remain responsible for any damage, repair, or replacement expenses exceeding the amount of Security Deposit you may otherwise have provided, so cover is up to the value of \$2000. Damage Protection does not cover damage or loss that is not disclosed, you must notify us if you do any damage. To avoid erroneous blame, you are required to immediately notify our team if anything is amiss when you arrive at the home. Prior to, or immediately upon, vacating the home, you must inform our staff if there have been any incidents of loss or damage that have occurred during your occupancy. Damage Protection does not replace or negate your responsibility for all members of your party as a primary guest/renter. It does not pay for any act of intentional or negligent destruction, pet damage, re-keying, property damage resulting from motorized vehicle or watercraft use, additional cleaning if the home is left excessively dirty. This cover is for accidental damage up to the value of \$2,000 and anything in excess of this will be payable by the guest/renter.

In the event the Damage Protection Fee has been charged during an on-line booking, and the Damage Protection is not an option for the home you have reserved, the fee will be deducted and the Security Deposit added to your booking.

The Damage Protection is offered, administered, and funded solely by Holiday Rental Specialists and we are solely authorised to determine the nature of the cover.

Booking Details

Check in and out times: *Regular check-in is from 3.00pm. Check- out is 11.00am.*

NOTE: These times may be adjusted during peak periods. There will be no refund or credit should these times be adjusted after you have booked the property.

Further, we cannot guarantee that a property will be ready at the check in time. We will endeavour to have the property ready, however, circumstances may sometimes cause delays. There will be no refund or credit if a property is not ready at the said time.

We may be able to offer an early check in or late check out - this will attract a charge. Paying however, does not guarantee that this agreement can be honoured. If we are unable to honour early check in or late check out according to unforeseen circumstances, a full refund of the extra fees charged will be provided.

Unauthorised early check in or late checkout will be charged at a minimum of \$50 per hour.

Changes to Booking

The tariff is for the agreed number of guests detailed on our confirmation email. If there is a change or discrepancy, you will need to contact us to make changes and ensure that those changes are documented.

By paying a deposit, the guest is reserving a specific property for specific dates. The dates and the property cannot be changed. Doing so would effectively cancel the original reservation and cancellation terms will apply. However, we may be able to transfer your booking to different dates or reduce the stay, at our discretion, if we can secure another guest to re-book the property for the same dates. There are no guarantees that this will be possible. A transfer fee of \$150 plus a further booking fee for the new booking will apply in this case.

HRS does not offer refunds or reschedule bookings due to weather events, traffic delays or natural disasters. You are encouraged to take out travel insurance to cover such events. No refunds will be given for late arrivals, early departures or unused days of your holiday rental property reservation.

Booking fees, damage protection fees, extras and hire linen are not refundable once they have been paid for.

Cancellation Policy

When a cancellation is made by a guest, booking fees, payments for hire linen and equipment are not refundable.

For bookings cancelled 30 days or more prior to the arrival date the deposit is not refundable unless the property is successfully rebooked by the agent.

For bookings cancelled within 30 days of arrival and for no shows – the full tariff will be incurred and charged to your credit card if it has not already been paid unless the property is successfully rebooked by the agent.

A cancellation fee of \$150 applies to all cancellations. This will be deducted from funds held and the balance refunded if the property is rebooked. Any refund applicable because the property has been rebooked will be made after the dates of the original booked dates. If the property is rebooked for only part of the original booking dates, then a pro rata refund will be made at the agent's discretion.

Cancellation of the arrangement due to non-payment of the balance by the due date will result in the loss of all monies.



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Guest Information & Obligations

It is a condition of your stay that you adhere to our **Terms and Conditions**, our **Holiday Rental Etiquette Guide** and leave the property promptly after completing the **departure checklist** that is clearly displayed at the property. Guests must, always, abide by the local council **planning laws and guidelines** regarding holiday accommodation. Any breach may result in a claim on your security bond.

Responsible Renter – As the responsible renter, you agree to be an occupant of the Property for the entire duration of the stay or a guarantor in the case of schoolies bookings. All other occupants will be family members, friends, other responsible adults over 21, or will be accompanied by a parent or legal guardian.

Keys – If the property has keys and should a guest require duplicate keys after hours; a \$100 service fee is applicable. If we are unable to provide a key for any reason, then the guest will need to engage the services of a qualified locksmith to gain access. The locksmith's invoice must be paid directly to the locksmith at that time. Guests must not break into, or attempt to break into, premises when locked out. Keys should be returned as per instructions provided. Should the keys not be returned, the guest will be liable for any charge incurred in gaining entry and/or replacing keys and changing locks if necessary, plus a processing fee.

Cleaning – Is included in the full tariff, however, if excessive cleaning is required over and above what is considered by HRS to be a standard clean, the guest will be charged at cost.

BBQ – A \$50 cleaning fee will be charged for unclean BBQs.

Rubbish – You must take any excess rubbish that does not fit in the provided bins when you leave. If it is bin night during your stay, please put the bins out on the kerb. You will find a bin night notification at your accommodation. You will be charged the tipping fee and the time to tip if excess rubbish is left at the property or if the garbage bin is not put out on bin night as requested.

Loss and Damage – All damages, breakages or losses to the property, furniture and furnishing are to be reported to the immediately to ensure cover by Damage Protection. Should you discover a fault or breakage when you arrive, please advise us directly to avoid being charged for this damage.

Children – No responsibility will be taken for children or pets, staying at or visiting the property. Please supervise carefully always, taking into consideration fencing, pools, dams, stairs, verandas, balconies and cleaning chemicals. Children under the age of 10 years should not sleep on the top bed of a bunk.

Smoking – Smoking is not permitted inside any of our properties. If you need to smoke, please do so away from the property to ensure that the smoke does not enter. If evidence of smoking inside the property is detected, you will be charged for steam cleaning of carpets and furniture, laundering of all soft furnishing and linen, plus replacement of linen where necessary.

'Schoolies' bookings – Are not guaranteed and require a written request and subsequent written permission from the agent and a cash security bond of \$2000 is payable. A parent or guardian must act as guarantor for these bookings and provide the necessary documentation.

Third party services – Should you engage the services of a third party during your stay such as a caterer, beautician, massage therapist etc, it is your responsibility to ensure that they adhere to these Terms and Conditions, and hold appropriate Public Liability insurance.

Number of guests – Each holiday property is equipped for a specific number of guests. No mattresses, tents, caravans or more cars than the property accommodates are allowed. It is against Health Department Regulations for more persons to occupy a property than there are beds to accommodate them.

Numbers in excess of the agreed guests will be charged for and the owner of the property has the right to request that the numbers be reduced or to terminate the booking, without refund.

Noise – We have a **strict 'no party' policy**. Only the guests staying at the property are permitted to be present. If you wish to have visitors in addition to booked guests, you must advise us in writing prior to your stay and ensure you receive written permission. This is not possible at all properties. If you or any other guest receives a warning regarding excess noise, you will be asked to leave the property IMMEDIATELY with no refund of monies.

Noise audible outside the property is prohibited between 10pm and 8am.

In addition, if our staff, security guards or the police are called to the property to deal with noise complaints, or if we receive complaint/s from the neighbours during or after your stay, a fee of \$500 per offence will be charged. Noise disruption for these purposes includes: loud behaviour of any type that disrupts the peace and quiet of others; intrusive or abusive language; loud music or any other sounds affecting other residents that is audible outside the boundaries of the property.

Good neighbour policy – The property is a privately-owned home, and we enforce a good neighbour policy. Please treat the property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived. You and other occupants agree to conduct yourselves throughout the stay in a manner that is respectful of and not disruptive to neighbours, traffic flow, or the community and that will not prompt complaints to HRS from the police, local council, neighbours, or neighbourhood. You and other occupants agree to abide by all applicable parking restrictions and limitations.

Security – To prevent theft of or damage to furnishings or your personal property, you agree to close and lock doors and windows when you are not present at the property and at check out.

Pets – Your pet is most welcome, but only at our 'pet friendly' properties who approve your request. A pet surcharge will usually apply. This surcharge varies depending on the length of the stay, with a minimum charge of \$100. If evidence of a pet is discovered without approval, or at a non-pet friendly property you will be charged for steam cleaning of carpets, furniture and/or mess left by the pet/s, plus our standard pet charge for the time of the stay.

If you have your pet with you, it is expected that a few simple rules of courtesy are followed:



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Guest Information & Obligations *(continued)*

- All pets must be approved in writing prior to the stay
- Any mess, including outdoors, must be wrapped and placed in outside bins
- Pet bedding must be supplied by guest
- Pets must remain outdoors unless otherwise agreed. If you do not have express permission for your pet to be inside and evidence is found that your pet has been inside, then you may be liable for cleaning fees, the same as detailed above for having a pet at a non-pet property.
- If you are lucky enough to be at a property that allows your pet inside, please restrict it to the hard floor areas and do not allow it onto furniture or into bedrooms.
- You agree to pay for any damage, or extra cleaning required resulting from the pet having stayed. The amount will be taken from the bond and you will be notified once the payment has been received.

Criminal Activity – Use of the property for any criminal activity is of course prohibited and may result in fines or prosecutions. This prohibition extends to use of the property's internet service, if any, for criminal activity. We will cooperate with any investigation of alleged criminal activity at the property during the stay.

Lost property – Guests are solely responsible for their own property whilst staying at the property and are required to take the usual steps to prevent any property loss, including locking premises and vehicles when not attended. If personal property is left behind, it is the guest's responsibility to arrange its return. We reserve the right to charge a \$25 fee to collect lost property. If not claimed within 30 days, it will be disposed of.

Claims

If there is a claim taken out of the security deposit, or a claim which is more than or falls outside the Damage Protection Cover, the agent will charge a processing fee of \$99. Claims may include, but are not limited to charges for: excess cleaning fee, damage or breakages, excess garbage removal, damage or issues caused by pets, pets and non-pet friendly properties, smoking inside the property, overstays at the property, guests in excess of those booked and paid for, police or security guard call outs and any associated aggravation. We reserve the right to attend the NSW Civil and Administrative Tribunal to recover these costs.

Agent/Owner Limitations of Liability

Property - We have taken great care to describe your holiday accommodation to you as accurately as possible. We cannot however, accept responsibility for incorrect descriptions, errors or omissions.

Substitution of property -At times situations arise over which we have no control such as ownership changes, extensive repairs or maintenance, or if properties are removed from the holiday rental market. We reserve the right to offer guests alternate accommodation of a similar standard, as available, at our discretion. In the unlikely event, we will notify you as soon as possible and make every reasonable effort to ensure you are satisfied. We cannot guarantee accommodation and, should an alternative not be found, you will be refunded. You hereby agree that, in this case, you will accept the refund as an acceptable outcome.

Price Changes - In some cases, accommodation rates may be subject to increase after you have made payment. Should this occur you will be notified and given the opportunity to pay the difference in tariff, or we can help you find alternative accommodation. If this is not satisfactory, you will be refunded and you hereby agree that you will accept the refund as an acceptable outcome.

Wildlife - Our properties are maintained and cleaned regularly, however, wildlife is common in country and coastal areas. HRS and/or the owner do not accept liability for the unfortunate or seasonal visits of any wildlife including, but not limited to; rodents, insects, cockroaches, kangaroos, wombats, snakes and spiders.

Access - HRS and/or its representatives reserve the right to enter the property at any time, without notice, to protect and/or undertake maintenance of the property. We will provide notice to the guests wherever possible.

Equipment - HRS and/or the owner do not accept liability or loss caused by failure of equipment and/or services out of our control, including, but not limited to, water, electricity, gas and internet. In the event of a failure, the guest should notify our team in the first instance. Any problems that arise during the rental period that do not constitute an emergency as determined by HRS, will be remedied at any time during or after the rental period, at the sole discretion of HRS.

Limited Liability – to the maximum extent permitted by law, in no case shall HRS, nor its affiliates, officers, directors, employees, agents or owners be liable for any indirect, incidental, consequential, special or exemplary damages or for any damages for death, personal or bodily injury, emotional distress or damage to property, arising out of or in connection with your stay. This limitation applies to all claims for damages including negligence even if HRS has been advised of the possibility of such damage.

Indemnity - HRS and/or the owner do not accept liability for any personal loss or injury to the guest/s during the rental period, including that caused by events beyond our control. Events may include, but are not limited to; adverse weather, fire, flood, traffic or flight delays, war, terrorist activity, civil disobedience, or other force majeure and no refund or credit will be offered under these circumstances.

Bad Books Register/Traveller Feedback - Holiday Rental Specialists participate in the Bad Books Register. By accepting this booking you hereby agree that if you or any occupant covered by this booking breaches our terms and conditions, your name, phone number, home address and email address as well as details of the breach/s may be registered with this organisation or any other organisation offering a register for holiday rental travellers. Traveller feedback may also be entered onto the applicable online portals. Holiday Rental Specialists reserve the right to refuse or cancel a booking where a guest is registered on Bad Books, or has received negative feedback from other booking sites.

