

## Terms and Conditions

Payment of the deposit or for the booking as the case may be, amounts to acceptance of these Terms and Conditions by the person making the booking (the Tenant).

1. Bookings made more than 30 days in advance
  - (a) A 50% deposit is required at the time of booking.
  - (b) The balance of the rental amount due, including the bond, must be received in full 30 days prior to the commencement date of the Tenant's booking failing which the booking shall be cancelled, the premises (the premises) relet and the deposit retained by the Owner of the premises (the Owner) without refund.
2. Bookings made less than 30 days in advance  
For bookings made less than 30 days in advance, the full amount due for the booking, including the bond, must be paid in full within 48 hours of the booking, failing which the booking shall be cancelled, the premises relet and all monies paid retained by the Owner without refund.
3. Bond
  - (a) Bond is payable at the same time as the balance amount or at the time of booking for bookings made less than 30 days in advance.
  - (b) The bond, less any amounts payable as provided in clause 5 below, will be refunded as soon as practicable after the premises are vacated.
  - (c) An amount of \$50.00 for the first bond deduction and \$40.00 for each deduction thereafter, will be paid from the bond for administration and time charges relating to bond deductions.
4. Cancellation
  - (a) For any cancellation by the Tenant made 30 days or less from the date of arrival, no monies paid are refundable.
  - (b) A \$150.00 re-let fee is payable for any cancellation.
  - (c) For cancellation by the Tenant made more than 30 days from the date of arrival, the full deposit, less the relet fee, will only be refunded if the premises are re-let for the same period as the Tenant's booking and at the same nightly rate. Otherwise the deposit is not refundable.
  - (d) The Owner of the premises (the Owner) reserves the right to make alterations to bookings due to unforeseen circumstances. If the booking is cancelled by the Owner, all monies paid by the Tenant will be refunded.
5. Conditions of occupation  
To maintain a high standard for Tenants the following conditions of occupation apply:-
  - (a) Use of premises - the premises are let for holiday purposes only and for the period stated on the receipt.
  - (b) Smoking is not permitted inside the house.
  - (c) Number of Guests should NOT exceed the number stated on the Confirmation Notice unless subsequently agreed in writing or email. Additional fees will apply for excess guests not agreed with the Owner in advance and these will be deducted from the bond.
  - (d) Parties and Functions are strictly prohibited. The premises are located in a residential area of Byron Shire and has a strict no party policy. NO weddings, parties or large gatherings are permitted.

- (e) Noise - Noise is to be kept to a minimum. In the event of noise complaints which result in Holiday Letting Organisation or Police call out, or should a noise order issue, the Owner reserves the right to immediately evict the Tenant and retain the whole of the bond.
- (f) Damage, Breakages, Theft and Loss - the Tenant is responsible for the tenant's personal property. The cost of repair or replacement of any item in the premises or the premises itself due to damage and/ or breakages will be deducted from the bond and may incur additional charges if the repair or replacement cost exceeds the amount of the bond. If the Tenant notices any item broken, it must be reported to the Owner or the Owner's agent upon arrival. Damaged or broken items reported on or after the exit date will be considered damage caused by the Tenant and will be deducted from the bond.
- (g) Departure:
  - i. Please ensure you vacate the premises by 10am (unless late departure has been previously arranged).
  - ii. The premises are to be left in a neat and tidy condition.
  - iii. On departure the premises must be locked up, windows closed and keys returned to designated key box. Failure to lock the property constitutes a serious breach of your tenancy and could result in claim for damages for weather events, theft or loss arising from leaving the property unsecured.
  - iv. All rubbish is to be removed from inside and placed in the bins provided. There will be a \$50 charge imposed for removal of additional rubbish.
  - v. Please do not strip the beds.
  - vi. The BBQ is to be wiped over using the provided cleaning products. There is a \$50 additional cleaning charge if the BBQ is left dirty.
  - vii. Washing up is to be stacked in the dishwasher. Additional cleaning charges may apply.
- (h) Loss of keys or remotes – the Tenant will pay \$150 locksmith call out charge plus \$60 per remote for replacement remotes and \$40 for replacement keys.
- (i) No Pets are permitted in or about the premises.

#### 6. Bad Books Register

McGrath Byron Bay participate in the Bad Books register. By accepting this booking the Tenant agrees that if the Tenant or any invitee of the Tenant, breach these Terms and Conditions then the Tenant's and Invitee's name, phone number and email address together with details of the offending conduct may be disclosed to the Owner and/ or other agents participating in the Bad Books register. McGrath Byron Bay and the Owner reserve the right to cancel a booking without notice where they become aware a Tenant is or has become registered in Bad Books.

- 7. Credit Card Details: Please note if you opt to pay via credit card, your credit card details will be stored to take payment for your booking, bond payments and to refund of bond payments after the booking is complete and no damage is found. The data will be stored securely and solely for these purposes.
- 8. Variations to these Terms and Conditions may only be made with the Owner or the Owner's agent in writing.
- 9. Sales Inspections: If the accommodation is currently listed for sale, then I/we agree to permit the Agent to conduct inspections with prospective purchasers upon 24 hours' notice at a mutually convenient time.

10. After Hours Assistance: For urgent after hours assistance please call JSG Solutions on 0407 844 993. Please note that if the assistance required is found to be guest error, and not the fault of the property, the invoice for these services will be deducted from your bond.

Please be aware that agents on call do attend appointments. If they are not available please leave a message and then will contact you back as soon as possible. A call out fee may apply in these circumstances.

## **DISCLAIMER**

I/We hereby acknowledge and agree that the Property Owner and Agent will not be held responsible nor liable for:

- Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused whilst I/we are in occupancy of the accommodation due to my/our failure to comply with the Term and Conditions or House Rules;
- Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused due to negligence on my/our /their part.
- Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused as a result of insects or wildlife in or around the accommodation site. All occupants are to take specific care at all time and requested not to approach any wildlife under any circumstances.
- Any noise, disturbance or inconvenience caused as a result of renovation/building/road works being carried out in or near the vicinity of the accommodation
- It is hereby agreed that the agent provides holiday accommodation booking services only for and on behalf of the property owner. Any property descriptions or advertising materials are to be viewed as a general guide only. The agent or its representatives will not be held responsible or liable for any deficiency in the holiday accommodation or its furniture/fittings.