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HOLIDAY ACCOMMODATION VALUER*
*AUCTIONEER*REAL ESTATE AND
BUSINESS AGENT

CRESCENT HEAD REAL ESTATE
TERMS AND CONDITIONS OF HOLIDAY LETTINGS

The terms and conditions of the holiday letting as agreed by both parties are as follows and departure from same by you permits the owner or agent to refuse the key, amend the rent or immediately terminate the occupancy.

1. **Crescent Head Real Estate will not be responsible for or make refunds to people who are not satisfied with the accommodation they have booked. (Note: this means whether or not said premises have been inspected). Crescent Head Real Estate reserves the right to refuse any booking request it deems not to be in the best interest of the owner or the property. Crescent Head Real Estate offers privately owned homes in residential areas for the purposes of family holidays or a relaxing get away. They are not for use as "party venues". Offensive, loud or anti-social behaviour will result in immediate cancellation of your stay with no refund.**
2. The premises are available after **2pm** on the day of arrival and are to be vacated by **9am** on the day of departure. **NO EXCEPTIONS.** The premises are to be left in a) clean and tidy condition as - including all garbage wrapped and placed in outside bins, food and related utensils washed and placed away. **Fish must not be cleaned on the premises. Failure to do this will result in you being charged an additional cleaning fee.**
3. **BOOKING FEE:**
A booking service fee of \$15.00 per booking for every booking
4. **DEPOSITS:**
 1. **School holidays** - bookings require the nominated deposits to be paid by the due dates and the balance of monies owed to be paid **ONE MONTH** prior to arrival. If this is not paid the agent reserves the right to re-let the property and the deposit will be forfeited.
 2. **Off Season** - bookings require the nominated deposits to be paid by the due dates and the balance of monies owed to be paid **ONE MONTH** prior to arrival.
 3. **All bookings** – require **CREDIT CARD** particulars in case of incidentals and excessive cleaning. Alternatively, a **CASH BOND** of **\$2000.00** is payable on arrival. Which is returned to you by cheque after the property has been cleaned and checked.
5. **In the event of a cancelled booking by you, the deposit is not refundable unless the premises are rebooked for the entire period and all monies paid. If the property is cancelled after full payment is made rent will be forfeited unless the property is fully rebooked, then only \$55 cancellation fee will apply. If a property is fully rebooked only a \$55 cancellation fee will apply. (Please note: All monies paid are considered deposit monies)**
6. **Owners has first right of occupancy** - The booking is made in good faith by us, but may be subject to change as may be notified by the owner prior to commencement of the booking. We regret that we cannot accept responsibility for actions taken by the owner of the premises outside our control. **(However every reasonable endeavour will be made to offer alternative accommodation should this occur).**
7. **Property transfers** – If a transfer from one property to another, owned by a different landlord, then the transfer will be treated as a cancellation.
8. The premises are let for holiday purpose only for the period stated on the receipt or confirmation letter.
9. Property descriptions are made in good faith. No responsibility can be accepted for errors, omissions or mis-descriptions.
10. **Keys** are to be picked up from our office. Should you be arriving after business hours, please contact our office so that arrangements can be made (however **NO KEYS** will be left unattended in mail or electrical boxes). Upon departure, all keys are to be returned to our office. (After hours, please slide keys under our office door).
11. School Holiday bookings are from Saturday to Saturday only or at the discretion of the agent or owner.

12. Current occupants during school holidays reserve the right to rebook the same period for the following year. **All such bookings are to be made prior to departure.**
13. Letting of properties for a minimum of two or three nights must be paid in full at the time booking and will incur a cleaning fee of \$50.
14. **The number of occupants, INCLUDING CHILDREN** must not exceed the number stated for the property. **OVERCROWDING** of the premises **WILL NOT BE ALLOWED BY THE HEALTH AUTHORITIES, OWNERS OR AGENTS.**
15. All bed and bathroom linen must be provided unless otherwise stated.
16. Do not move furniture and ensure that only balcony furniture (where supplied) is used outside.
17. Pets are **definitely not** permitted on any premises unless otherwise stated. Please leave your pets at home, failure to do so will result in immediate termination of your booking.
18. We, or our nominee, reserve the right to enter the premises without notice and without prior consent at the absolute discretion of the agent.
19. Tenants are responsible for safekeeping of accommodation keys. Duplicates are not always available. Tenant's already in occupancy or checking in requiring a key from the Agent or his representative after hours, will be charged a service fee \$50.00. **Tenants are liable for damage** caused when doors/windows have to be forced open as a result of keys being lost, as well as replacement costs for new locks and keys.
20. All damage, breakages or losses to the property and/or furniture and furnishings are to be reported to the agent and **paid for immediately.**
21. No responsibility is taken for tenants personal property left on premises.
22. In the case of unit or apartments, car parking is limited to one car only. Extra vehicles, boats and trailers must be parked outside the ground.
23. **STRATA BY LAWS** – All tenants of strata units must comply with the By-laws as per the Strata Titles Act. Where applicable the guest shall comply with the Body Cooperate rules and regulations and shall not create or permit any noise or nuisance, which is likely to interfere with the peaceful enjoyment of any other person occupying adjoining premises.
24. No person on the premises shall be guilty of conduct that is a nuisance to adjoining or neighbouring occupiers.
25. Agents reserve the right to cancel any bookings. No refund shall be given if cancellations are due to damage or behavioural problems.
26. We are not responsible for any unforeseen breakdowns of appliances, etc. No discounts will be negotiated.
27. No **playstations, x-boxes, nintendos**, etc. To be used with television sets in any properties, as use of these items can cause disruption to TV tuning. Any breaches may result in additional cost for retuning television stations.
28. In the event of the property being offered for sale, the tenant agrees to allow the owner or his agent to inspect the property with prospective purchasers during reasonable hours by appointment.
29. Tariffs on all properties are subject to change without prior notice.
30. In the event of any renovation/building work being carried out near the holiday premises, such is beyond our control and we cannot accept any responsibility for any disturbance, noise or inconvenience guest may suffer as a result. No discount will be negotiated for any of the above.
31. Properties are furnished to individual property owner's taste and style and the agent takes no responsibility for any unmet expectations of guests, or any changes made by the owner to the decor, furnishings and equipment.
32. We reserve the right to charge a bond on all bookings.
33. For the property known as "**Ranch Relaxo Surf Retreat**", Crescent Head Real Estate only allows **APPROVED** weddings, which incur an additional tariff to the holiday tariff charged. This additional charge is known as the "**Wedding Levy**".
34. **Failure to comply with the above conditions will result in immediate Termination of your tenancy.**