

# TERMS & CONDITIONS of SHORT TERM ACCOMMODATION

We ask that all guests please read the Accommodation Terms & Conditions carefully and in full.

These terms and conditions permit the Owner and/or Manager to refuse access, amend the charge or immediately terminate the occupancy.

The accommodation is let for the purpose of short-term accommodation for the period stated on the written confirmation or booking information. You agree to stay for the dates you have confirmed, and should you wish to reduce your stay once you arrive or during your stay, under no circumstances are there any refunds.

The information provided on the website is subject to change at any time and are indications only. With telephone, internet, agent and postal bookings, the description of the property, facilities and furnishings are made in good faith but no responsibility for misrepresentation can be accepted. Additional information on the property and its functionality is available on request.

The accommodation must not be used for any unlawful purposes. Disturbance to neighbours, including excessive noise, is prohibited and may result in termination of rental. If your behaviour or that of your guests causes damage, danger, or annoyance we reserve the right to ask you to vacate the property immediately and be treated as a cancellation of booking, with no refund.

The Owner, Manager and their respective employees and agents take no responsibility whatsoever for loss or damage of any property, or personal injury, or death, of any occupant, guest, or invitee of any such occupant, and they each exclude all liability to the maximum extent permitted by law.

Parking is available at the property and vehicles must be parked in the designated parking areas. No alternative accommodation of any kind is permitted at the property. This includes, but is not limited to; motorhomes, camper-trailers, caravans, tents or swags. Vehicles that provide accommodation cannot be used instead of, or in addition to, beds provided at the property.

There is a strict 'no pets' policy and under no circumstances are animals allowed at the property.

Malfunctioning equipment or damages, - If there are any problems with the property or malfunctioning equipment, please report it immediately and do not leave your report until check-out.

We will make every effort to assist with a solution where possible; however, there may be limited contractors or service providers in the area, after hours or on weekends. The Owner and/or Manager accepts no responsibility for any inconvenience. You will be held responsible for any damages to the rental home or property, caused by you or your guests.

The Owner and Manager reserve the right to move your booking due to circumstances beyond our control; And does not issue refunds for items we have no control over such as power outages, flooding, lightning strikes and other unforeseen circumstances.

The Manager may inspect the property at any time with reasonable notice and at any time without notice if the Manager is of the opinion that there has been a breach of these conditions.

### **BOOKINGS**

Bookings are deemed confirmed following receipt of payment. All charges must be paid in full prior to arrival unless special prior arrangements have been made. Personal Cheques will not be accepted. We accept Credit Card and Direct Debit (EFT). There is a 2.2% service fee on all credit cards.

A deposit of 30% of the full tariff is required to secure the booking, East Arnhem Real Estate does not 'hold' properties without 30% payment. If the arrival date is within 30 days of your booking date, the full tariff is required to secure your booking.

Specific requests will be noted on each reservation; however, no guarantee will be made.

The Manager reserves the right to apply a security bond on the accommodation if considered necessary. The guest authorises the Manager to charge for any loss, damage, or monetary contribution for which any guest is liable under this document or otherwise.

All properties have a set 2-night minimum nights' stay requirement. A 1-night stay may be accepted at the sole discretion of Management, with written approval prior to booking. A surcharge is applicable on the 1-night stay, this will be calculated and quoted to you before the booking is confirmed.

Any change requests must be approved by the Manager - East Arnhem Real Estate. All changes must be sent to admin@eare.com.au or phoned through to (08) 8987 2209.

Every effort to ensure the property is available as booked. However, the Owner and/or Manager reserve the right to make alterations to bookings due to unforeseen circumstances.

If the occupancy ends or is terminated, the guest must immediately vacate. The Manager is authorised to do whatever is required to enforce the eviction of any guest and/or removal of guest property.

# CHECK-IN, CHECK-OUT, PROPERTY ACCESS & KEYS

Our check-in time is from 2:00 pm onwards, and check-out time is 10:00 am (weekdays and weekends). If the property is not vacated by the agreed time, unless alternative arrangements have been made, then extra charges will be incurred.

Keys will be available at the property upon arrival. Access codes to the lockbox will be sent 2 days prior to arrival and again on the day of check-in.

Loss of keys attracts a \$350 replacement charge. Should you lock yourself out or lose keys during your stay, an additional call-out fee will apply if keys need to be delivered to the property for you.

Check-out times must be adhered to. The property should be left in a similar state to its condition on arrival.

**After Hours Emergency & Maintenance: East Arnhem Real Estate 08 8987 2209** which will divert to the Manager on call. A \$350 is payable for after-hour lockout requests.

After Hours is considered anytime outside of normal hours (Monday - Friday 8:00 am - 5:00 pm). Weekends and Public Holidays.

If a member of our staff is required for onsite assistance outside our normal trading hours of Monday to Friday 8:00 am - 5:00 pm, that is the result of loss of keys, lockout of accommodation or any issue that arises that is not the responsibility or fault of the Manager and/or Owner, a call out fee will be applicable.

### **CANCELLATIONS AND VARIATIONS**

All monies paid, including bookings where initial deposit has been paid or bookings where full payment has been made, and where guest elects to cancel their booking, the following policy will apply:

- If the arrival date is 14 days or less from the date of arrival, the booking is non-refundable, no changes will be permitted, and any monies paid will be forfeited.
- If the arrival date is between 15 29 days from the date of arrival, 50% of the booking total will be refunded.
- If the arrival date is 30 or more days form the date of arrival, the booking is fully refundable.

Multiple change requests may incur an additional \$25 Administration Fee, per request.

We reserve the right to cancel any booking if we deem the group to be not suited to a particular property, or if the booking is in breach of any of our Terms and Conditions or, if the occupancy is not approved by the Owner of the Property. If your booking is found to be in breach of our Terms and Conditions, you may lose all monies paid.

# **GUEST AGREEMENT AND RESPONSIBILITY**

It is the responsibility of every guest to read and abide by these terms and conditions. If a guest is booking on behalf of other people, the person booking the accommodation is responsible for the property, and for making all guests and visitors aware of and abide by these Terms & Conditions.

When booking you accept that; While you are in occupation, you are fully responsible for all breakages and damage caused to the property, its furniture, and fittings, and/or any consequent loss suffered by the Property Owner.

All fixtures, fittings, furniture, and appliances are assumed to be in good working order at the commencement of your stay.

In the event that any item is not found in good working order at the commencement of your stay, you must notify us immediately, so that the condition of the item can be recorded at that time. If we have not received notification from you, any damage will be deemed to have been caused by you.

Any breakages, damage/loss or injury which occur during your occupation must be reported to us prior to your departure, and either replaced to the satisfaction of the Owner, or paid for prior to departure at an amount determined by the Owner and/or Manager at their absolute discretion.

It is the responsibility of all guests to report any issue with the property to East Arnhem Real Estate. This includes any disturbance, damage, loss or any criminal matter relating to the property.

You accept that smoking inside the property is forbidden, should you smoke within the room a charge of \$200 + GST for cleaning and deodorising will be payable.

The number of guests must not exceed the maximum number allowed and listed on your booking confirmation. If a property is reported to be over occupied, you will be asked to vacate, with no refund.

The property may have locked cupboards, storerooms and sheds that belong to Owners. Tampering with locked doors will result in a charge and legal action by the Owner.

Payment of any monies, including bookings where initial deposit has been paid or bookings where full payment has been made, constitutes the guest's acceptance of these Terms and Conditions

ANY RESERVATION, QUOTATION, OR BOOKING REQUEST FROM YOU CONSTITUTES YOUR ACCEPTANCE OF THE TERMS.