

Terms & Conditions

6 Shalimah St, Cessnock NSW 2325 Australia

1. PLEASE READ THESE TERMS AND CONDITIONS OF THIS CONTRACT CAREFULLY AS ANY DEPARTURE FROM THESE COULD PERMIT THE OWNER OR AGENT TO REFUSE THE KEY, AMEND THE RENT OR IMMEDIATELY TERMINATE THE OCCUPANCY.
2. Your booking is not confirmed until we notify you via email that we have received your deposit payment and that the booking is confirmed.
3. A deposit of \$200 is required at the time of booking with the full amount, **plus** a \$100 security bond being payable a minimum of 30 days prior to date of stay.
4. Balance payable 7 days prior to stay
5. Please choose your booking carefully as deposits are not transferable.
6. It is the responsibility of the client to make all payments by the due dates. If the full payment is not received by the due date we will not be able to guarantee the availability of the accommodation.
7. Refund of security bond will be made as soon as practicable following a satisfactory inspection of the premises after guests have vacated. It is usually paid direct deposit to any Australian bank account you nominate.
8. Keys will not be made available until ALL monies have been paid in full or before the agreed check in time. Unless alternative arrangements are made with the owner prior to arrival, keys are to be picked up at the agreed check in time. Key duplication is forbidden. If spare keys are required please contact the owner.
9. Holiday Insurance should be acquired which covers the cost of cancellation. If required by your insurance company, the owner will provide documentation showing the cost's to you.
10. All changes and cancellations must be given in writing. Any cancellation prior to 8 weeks arrival will incur a cancellation fee of \$100. Should the booking be cancelled within 30 days of arrival, the full monies paid will be retained and all efforts will be made to re-book the property at the same tariff, if so monies will be returned less \$100.
11. The accommodation must not be entered before the stated time & also must be vacated by the stated time. Extensions may be possible depending on availability.
12. The premises will be available from 2:00 PM on the day of arrival, checkout time to be no later than 11:00 am on the day of departure unless prior arrangements have been made. A \$50.00 fee will be charged for late checkout. The premises are to be kept clean at all times and left in a clean and tidy condition. Failure to do so will incur a charge for extra cleaning or excess garbage. Any additional charges or fees will be deducted from the security bond.
13. Security deposits will be refunded within 7 days of departure. The security deposit will only be released in full provided no damages have occurred or extensive cleaning or excess garbage removal is required.
14. Whilst every care is taken with the description and representation of the property by the owner in good faith, the owner does not accept liability for any changes to the descriptions provided & or the accuracy of that information.
15. Properties are furnished to the owner's taste and style and we take no responsibility for any unmet expectations of guests, or any changes made to the décor, furnishings and equipment.
16. The owner will not be responsible for or make refunds to guests who are not satisfied with the accommodation they have booked. This applies whether or not the property has been inspected by the guest or a third party.
17. The premises are to be used for the purpose of accommodation only. Functions and parties are strictly not allowed. The guests and invitees of guests shall not create or permit any noise or nuisance which is likely to interfere with the peaceful enjoyment, comfort and safety of any other person occupying neighbouring or

adjoining premises. Any breach of these conditions, in the absolute discretion of the owner, may result in instant eviction from the premises without any refund whatsoever.

18. The guests shall only park vehicles in areas provided for that purpose. Unlimited street parking is available at no cost. Extra vehicles such as boats and caravans are to be parked on the street.
19. It is the obligation of the tenants to make sure they are adequately insured for the period of their stay, with additional cover for any extra activities they participate in.
20. Any problems during your stay should be reported to the owner by phone or in person, at which time the owner will endeavour to resolve the problem as soon as possible.
21. The owner takes no responsibility for guest's or invitees of guest's personal property including loss, damage or theft. Without limitations, the foregoing personal property shall include money, jewellery and other personal effects and motor vehicles parked on or off the premises. It is the responsibility of the guests to make arrangements for all the required insurance cover, including cover for all activities whilst on holiday.
22. No liability is accepted in contract or for any injury, debt, damage, loss, delay, expense or inconvenience caused directly or indirectly by events beyond the owners control, or which are not caused by neglect or default by the owner.
23. The owner reserves the right to change the stated accommodation to that of a similar standard when the necessity arises. If this occurs, we shall notify you as soon as possible and do our utmost to arrange alternative accommodation or dates suitable to you, failing which, all monies paid will be refunded, but no other claim, right or action or demand shall exist in or be made by either party. You also have the right to a refund of your deposit instead of changing your accommodation.
24. It is the responsibility of the guests to be at the place of transport at the correct time. Any additional fees charged by transportation providers will be payable by the guests.
25. Gas, electricity and hot water are included at no extra charge. A telephone line and internet access may be provided if you contact the owner soon enough with your request.
26. Furniture is not to be moved and only outdoor furniture is to be used outdoors.
27. The guests shall be liable for damage to the property or loss of or damage to any items in the property, including but without limiting the generality of the foregoing, floor coverings, furniture and fittings, kitchen utensils, crockery, glassware or cutlery. The guest will pay, to the owner, the full cost of replacement or repair of any such items damaged or lost less any relevant security deposit withheld. All damage, breakages or losses are to be reported to the owner immediately. All furnishings and equipment must be left in the premises as originally found. It is important to inform the owner of any damage or missing items on arrival.
28. Guests are responsible for the safekeeping of accommodation keys. Loss of keys attracts a \$50 charge. There is a \$25 call out fee for misplaced keys.
29. Variations to check in & check out times must be approved by the owner. Failure to do so may result in extra charges.
30. The number of guests is restricted to the number of guests listed at the time of booking. OVER CROWDING OF PROPERTIES WILL NOT BE TOLERATED.
31. Extension bookings should be arranged at least one week prior to check out. Extensions are at the absolute discretion of the owner.
32. The accommodation is fully self contained and includes blankets, pillows, cutlery, crockery, cooking utensils, iron, ironing board, washing machine, DVD player and colour TV.
33. Please wrap all garbage and place in the bins supplied. The guest will be charged \$10.00 per bag/box for any excess garbage not removed from the premises.
34. Guests must allow the owner or their representatives to enter the premises to carry out repairs or inspections if the owner or their representatives feels this is necessary or if the owner feels the guest is in breach of the terms and conditions in

this agreement.

35. The attachment of electronic games and other devices to the entertainment system is permitted with the owners prior authorisation. If re-tuning is necessary after such use, the guest will be required to pay a \$20 fee.
36. In the event that the property or it's contents have been either damaged or lost, whether such damage or loss is willful or not, or left in an excessively dirty or untidy state, in the sole and absolute discretion of the owner and/or its representatives, the owner may use the bond to cover these costs and the guest hereby authorizes the manager to do so.
37. Nothing in this agreement shall compromise the owner's right to issue legal proceedings in New South Wales or elsewhere at its discretion seeking damages and/or punitive relief for any express or implied breaches of this agreement and/or any claim which may arise by reason of the negligence and/or willful damage of the guests and/or invitees whatsoever.
38. This Agreement shall constitute the whole of the agreement between the parties and any express and/or implied warranties imposed upon the owner by legislation or law of the extent that is possible are expressly excluded. These Terms and Conditions override any discrepancies between these and any previous written, printed, or verbal correspondence you may have had with the owner.
39. When a guest completes the booking form or an invitee of a guest enters the premises, they are deemed to have agreed to be bound by these conditions.
40. The property is cleaned prior to arrival and upon departure. Clean linen is supplied. For an additional fee our staff can arrange for more frequent cleaning or linen changes. Your tariff includes a standard clean after you leave, however should an additional clean be necessary, then this extra charge will be debited from your security deposit ('bond').
41. As you are not charged a cleaning fee, you are required to leave the premises neat and tidy. Any spillages, fridge, and kitchen benches must be wiped, floors swept, dishes washed, dried and put away clean and all garbage must be wrapped and placed in the outdoor garbage bins provided. The property must be vacated on time and secured with windows & doors locked.
42. Failure to observe the above Terms and Conditions will grant the owner the immediate right to refuse the key, amend the rent, or immediately terminate the letting without any prior notice.
43. You are agreeing to these terms and conditions when you make confirmation and payment for this booking.