

# Accommodation Bookings Terms & Conditions

*Effective 26th May 2021*

A reservation can be terminated at any time if a material term or condition of this agreement is breached. Please read these terms and conditions carefully. When you make a reservation, these conditions are deemed to have been accepted by ALL GUESTS.

You have booked with Holiday Rental Specialists (HRS), Holidays by the Bay (HBTB), or another business we are acting for on behalf of the property owner/ host. Guests are granted a license to occupy the property for the booking dates only, this is not a Residential Tenancy Agreement under the Residential Tenancy Legislation.

Failure to comply with these terms and conditions and/or relevant codes may result in a claim at NSW Civil and Administrative Tribunal (NCAT), termination of the licence to occupy the property, eviction, registration on exclusion registers, and/or reviews on booking sites.

If you need clarification of any term or condition or have any issue, before, during or after the stay **please contact us immediately on (02) 4862 5200** or the host on the number provided to you so that we can attempt to correct the issue promptly. Compensation will not be considered unless we have been informed during the stay and allowed the opportunity to remedy.

A photograph of a bedroom with a bed, a side table, and a window. The bed is made with white linens and a straw hat is placed on it. The side table has a lamp and some items on it. The window has white curtains. The text 'HOLIDAY RENTAL Specialists' is overlaid on the bottom right of the image.

**HOLIDAY  
RENTAL**  
*Specialists*

## 1. Summary

The property must not be used by more than the **number of guests booked and paid for** on your reservation, either visiting or staying at the property, without written approval.

All guests must abide by the NSW Short Term Rental Code of Conduct and the 'Good Neighbour Policy', and are required to ensure noise levels are kept to a minimum from 10pm until 8am the next morning.

**Pets** are not permitted unless permission has been granted. Where permission has been granted you will be provided with specific details noted in your booking and may be required to pay the pet fee charge.

**Smoking** is not permitted anywhere inside a property. Some rural properties ban smoking entirely.

**No commercial activity** is to take place at the property.

Tents, caravans and other structures are not to be erected or occupied at the property at any time including inflatable pools.

**Guest Cancellation Policy** – Deposits are only refundable if the property can be re-booked for the cancelled dates (pro rata if applicable). There is an administration charge of \$150.00 to re-advertise the property. Cancellations within 30 days of the stay are completely non-refundable.

The **responsible renter** must be at least 21 years of age. Guests under 21 years of age are welcome but must be accompanied by a parent or guardian, unless staying under our Schoolies/under 21 policy.

A **service fee** applies to payments.

If you encounter any issue, before, during or after the stay **you must** contact our team on (02) 4862 5200 or the host on the number provided to you, so that we can attempt to correct the issue promptly. No compensation will be considered unless we have been informed **during the stay** and allowed the opportunity to remedy the issue. Our team are available 24 hours a day, seven days a week.

Guests should be aware that all inbound and outbound calls to (02) 4862 5200 are recorded.

## 2. Bookings & Payment

### 2.1 Bookings

#### 2.1.1 Booking Details

Guest registration is required for all bookings. The registration process requires a copy of a driver's license and credit card. These are held by the system securely for 14 days after the departure date. All adults staying at a property may be required to register.

Check in is 4pm. Check out is 10am.

NOTE: These times may be adjusted. 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 said check in time. We will endeavour to have the property ready; however, unforeseen circumstances can result in delays. In the case of a delay there will be no compensation provided.

We may be able to offer an early check in or late check out, however this may incur an additional charge. We cannot always guarantee that the property will be accessible at the agreed time, if we are unable to honour the early check in or late check out due to an unforeseen circumstance, a full refund of the fees charged above the tariff will be reimbursed. Unauthorised early check in or late check out will be charged at a minimum of \$50 per hour.

#### 2.1.2 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 must contact us to make changes and ensure that changes are documented. If the property has an extra guest charge above a certain number, you will be required to pay the additional fee. Paying a deposit reserves a specific property for specific dates. The dates and the property cannot be changed by the guest, and we cannot transfer bookings between properties, doing so would effectively cancel the original reservation and cancellation terms will apply.

No refunds are provided for late arrivals, early departures or unused days of your reservation. It is the guest's responsibility to advise our team at least 14 days before the stay if beds are to be split or extra beds are needed. If this is not received within 14 days this service cannot be guaranteed.

#### 2.1.3 Cancellation Policy

##### 2.1.3.1 Cancellation made by guest

For bookings made and cancelled 30 days or more prior to the arrival date, the deposit is not refundable.

For bookings made more than 30 days prior to the arrival date and cancelled within 30 days of arrival the full tariff is not refundable.

For bookings made within 30 days of arrival and cancelled and for no shows – the full tariff is not refundable.

Upon request, we will re-advertise a property to re-book it. An administration fee of \$150 is payable prior to the property being re-advertised. Any refund will be provided pro rata unless the property is re-booked for all the dates of the original booking.

##### 2.1.3.2 Cancellation due to government restrictions on travel

In the event of a forced cancellation due to government restrictions on travel, guests will be offered a postponement of their booking. A credit voucher to the value of the original booking will be issued. This will be valid for 12 months from the issue date. The original deposit will be held in trust and credited to the new booking. There are no refunds in these circumstances unless genuine hardship can be proven.

##### 2.1.3.3 Cancellation due to non-payment by the due date

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

##### 2.1.3.4 Travel insurance

Guests are strongly encouraged to take out travel insurance to cover extra-ordinary events.

## 2.2 Payments

To proceed with a booking via the HRS or HBTB website, the following payment conditions apply, for other booking sites please see their payment terms. Deposit is due at the time of the booking.

Balance of all outstanding monies is due 30 days prior to your arrival. Our system will generate a reminder sent to your email. Payment will be taken on the balance due date from the card provided at time of booking and held on file. Payments are to be made by credit card (a service fee may apply). Bookings will be cancelled if a payment is not received in accordance with the above terms. Any service fee is non-refundable.

### 2.2.1 Credit Card Storage

We will securely save credit card details for the purpose of:

1. Processing payments on the due date
2. Charging the guest for the supply of duplicate keys or re-entry/re-keying at cost of our call out fee of \$110
3. Charging the guest if:
  - (a) A representative of HRS/HBTB attends to the property to investigate an issue that is then deemed to be caused by the guest (\$110 per call out)
  - (b) A attends the property to fix an issue that is deemed to be caused by the guest (invoice cost)
4. Charging \$500 per offence should there be a credible noise complaint by the neighbours and/or the police/security are called to the property
5. Charging \$1000 per offence if there is evidence of a party or function at the property
6. Charging the cost to repair or replace any malicious, deliberate or negligent damage to the property
7. Charging the cost to steam clean carpets, furnishings, linens etc if pets are at a non-pet friendly property, pets have been allowed on furniture or in/on beds, or there is evidence of smoking inside the property
8. Charging applicable surcharges if pets are at a property without prior consent
9. Charging \$50 for BBQ's not cleaned thoroughly by the guest prior to departure
10. Charging the cost to remove excess rubbish and/or if the bins were not put out on the bin night, including departure day
11. Charging any pay per view program that has not been paid for by the guest in advance

We will only charge the guests card in accordance with our terms and conditions and any applicable Australian Laws. All charges will be subject to a service fee and an administration fee.

### 2.2.2 Security Deposit

The interior and exterior of the properties we manage are finished and furnished with costly materials and products. Our team thoroughly inspects each home regularly, including taking inventory of contents between each

guest stay. You are financially responsible for all damage or loss to the property and its contents from the date and time you check in and until you check out. To avoid erroneous blame, you are required to **immediately** notify our team or the host on the number provided to you, if anything is amiss when you arrive at the property.

You may be required to pay a refundable security deposit of up to \$5000 if you are booking specific homes, your booking is a schoolies group, or you are staying for one month or longer or at the agent's discretion. The security deposit must be paid by direct deposit and a return of any deposit does not mean that you will not be held accountable for issues noticed or reported after any refund of it. The security deposit will be retained until our team or the host has completed the checkout inventory and inspection. Should the property be found excessively dirty, or items are missing or damaged, the cost of additional cleaning and/or the cost of repair or replacement of such items will be deducted from your deposit. The remainder of your deposit will be refunded to you within 14 days or later if further written notice has been given due to investigation. You remain responsible for, and will be charged for, the cost of any damage, repair, or replacement in excess of the Security Deposit.

### **3. Guest Information & Obligations**

It is a condition of your stay that you adhere to our Terms and Conditions, our Holiday Rental Etiquette Guide, the Good Neighbour Policy, the NSW Short Term Rental Code of Conduct, and that you leave the property promptly after completing the departure checklist. Guests must always abide by the local council and state planning laws and guidelines regarding short term residential accommodation.

#### **3.1 Responsible Renter**

As the responsible renter, you agree to be an occupant of the property for the entire duration of the stay, or act as a guarantor (not staying) in the case of schoolies bookings. All other occupants will be family members, friends, and other responsible adults over 21, or accompanied by a parent or legal guardian.

#### **3.2 Schoolies/under 21 bookings**

These are not guaranteed and require a written request and subsequent written permission from the agent. Many properties WILL NOT accept a Schoolies booking. A parent or guardian must act as guarantor for this booking and all guests, and the guardian must provide photo identification and a contact number for each and every guest to be held on file. A cash security bond of up to \$5000 is payable, as well as a valid credit card from the guarantor to act as extra security. This credit card must have another \$1000 available credit during and for 14 days after the stay.

#### **3.3 Keys**

A service fee of \$110 applies if a set of duplicate keys are required by a guest. 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 by the guest. Guests must not break into or attempt to break into premises when locked out. Keys must 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 (with a minimum charge of \$110).

#### **3.4 Cleaning**

This 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.

#### **3.5 BBQ Cleaning**

A \$50 cleaning fee will be charged for unclean BBQs. Guests can decide to clean the BBQ to avoid the charge. If the BBQ is not cleaned to a high standard the credit card will be charged \$50.

#### **3.6 Rubbish**

You must take any excess rubbish with you that does not fit in the provided bins when you leave. If it is bin night during your stay or the day of your departure you are required to put the bins out on the kerb. You will find a bin night notification at the property. You will be charged a tipping fee if excess rubbish is left at the property or if the garbage bin is not put out on bin night as requested.

#### **3.7 Loss and Damage**

All damages, breakages or losses to the property, furniture and furnishing are to be reported immediately. Should you discover a fault or breakage when

you arrive, you must contact us, or the host on the number provided to you, immediately to avoid being charged for this damage.

#### **3.8 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, verandahs, balconies and cleaning chemicals. Children under the age of 10 years old must not sleep on the top bed of a bunk. 9 months and under are classed as infants.

#### **3.9 Issues before, during or after the stay**

If you encounter an issue before, during or after the stay, you must contact us, or the host on the number provided to you, immediately so that we can attempt to fix it. We will not be able to consider compensation unless we have been afforded the opportunity to remedy any issue. We will do our best to provide attention for any issue but cannot guarantee a fix.

#### **3.10 Call Out**

Should the host, a tradesperson or a representative from our team be called to the property and the issue is deemed to be caused by a guest, equipment owned by a guest, or because a guest has not followed instructions provided at the property or via phone, the guest will be responsible for payment of the invoice for the tradesperson and the call out fee of \$110.00 at the time of the callout.

#### **3.11 Smoking**

Smoking is not permitted inside any of our properties. If you need to smoke, you must do so away from the property to ensure that the smoke does not enter the property. If evidence of smoking inside the property is detected, you will be charged for steam cleaning of carpets and furniture, laundering of all soft furnishings and linens, plus replacement of linen where necessary. Many rural properties do not allow smoking at all due to bushfire risk. It is the guest's responsibility to understand this prior to booking.

#### **3.12 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. The owner, HRS/HBTB and the housekeepers will not take any responsibility for any issues arising where a third party has been involved.

#### **3.13 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. The guest limits apply for the duration of the booking. Any extra guests (this includes day visitors) above those that have been booked and paid for must be approved in writing prior to the stay. The owner has the right to charge for extra guests/visitors and/or to decline any request. Any unapproved excess guests/visitors may result in a party/function/extra guests fine of \$1000, registration with industry exclusion registers, and/or traveller reviews on booking sites.

#### **3.14 Noise**

If you or any other guest receives a warning regarding excess noise or excess guests, you may be asked to leave the property IMMEDIATELY with no monetary refund. Noise audible outside the property is prohibited between 10pm and 8am the next morning. In addition, if our staff, security guards or the police are called to the property to deal with noise complaints or excess guests, 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.

#### **3.15 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. All occupants of the property agree to conduct themselves 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/HBTB from the police, local council, neighbours, or neighbourhood. You and other occupants agree to abide by all applicable parking restrictions and limitations.

### 3.16 Recreational Activities

Under no circumstances are the following activities permitted: motorbikes; dirt bikes; quad bikes; use of firearms; air rifles; fireworks, or any fire related activities other than those that are fixtures at the property. A \$1000 fine plus costs to remediate will be payable if a guest or visitor to the property is in breach of this term.

### 3.17 Security

To prevent theft of or damage to furnishings or your personal belongings, you agree to close and lock doors and windows when you are not present at the property and upon check out. Should you not be able to secure the property you must contact us, or the host on the number provided to you, immediately. If the property has a key safe, you must use it during your stay. HRS/HBTB and the owner will not take responsibility for any loss of guest belongings during or after your stay.

### 3.18 Pets

Your pet is most welcome, but only at our 'pet-friendly' properties where your request is approved in writing. 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:

- All pets must be approved in writing prior to the stay
- Any pet faeces, including outdoors, must be wrapped and placed in outside bins
- Pet bedding must be supplied by guest
- If you are lucky enough to be at a property that allows your pet inside, please restrict it to hard floor areas
- Do not allow pets on any furniture including in or on beds
- You agree to pay for any damage, or extra cleaning required resulting from the pet having stayed
- Remember to protect your pets from ticks in tick prone areas

### 3.19 Criminal Activity

Use of the property for any criminal activity is prohibited and may result in fines or prosecutions. This prohibition extends to the 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.

### 3.20 Guest property

Guests are solely responsible for their belongings 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 return it by providing HRS/HBTB with a suitable prepaid satchel for its return by Australia Post or by collecting the item from one of our offices. We reserve the right to charge a \$25 fee to collect lost property. If not claimed within 30 days, unclaimed items will be donated to charity. Guests must be responsible for their own property. The HRS/HBTB and the owner cannot be held responsible for forces of nature which result in damages or loss to guest property.

### 3.21 Internet & Pay for View

When a property has Wi-Fi, Netflix, Foxtel or other streaming services which offer pay per purchase programs, any purchase must be paid for by the guest in advance. HRS/HBTB and the owner will not be responsible should any program be delayed, cancelled or the quality/performance is affected by the internet or Wi-Fi service.

## 4. Claims

If there is a claim taken from a held security deposit, or a charge made to the saved credit card, the agent will charge an administration fee of \$99, to cover our costs to investigate and process the claim.

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 at non-pet friendly properties; smoking inside the property; attendance by tradespeople or HRS/HBTB representatives; noise complaints; BBQ's left unclean; overstays at the property; guests in excess of those booked and paid for; police or security guard call outs; registration on/or reporting to exclusion registers; or any issue caused by the guest. We reserve the right to attend NCAT or the equivalent in other states to recover these costs, and any costs not able to be processed to the credit card on file.

## 5. Other Terms

We have taken great care to describe your holiday accommodation to you as accurately as possible. We cannot, accept responsibility for incorrect descriptions, errors or omissions, or changes made by the property owner without notifying us.

### 5.1 Substitution of property and price changes

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 this 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 by our team, you will be refunded in full, and you agree to accept this as final resolution.

### 5.2 Price Changes

In the event that a property undergoes major renovation between the time the booking is made, and deposit paid and the dates of the stay, accommodation rates may be subject to an increase. Should this occur you will be notified and given the opportunity to pay the difference in the tariff, we may also be able to find alternative accommodation within your budget. If this is not a satisfactory outcome for you a full refund will be processed, and you agree to accept this as final resolution.

### 5.3 Wildlife

Our properties are maintained and cleaned regularly, however, wildlife is common in the country and coastal areas. HRS/HBTB and/or the owner do not accept liability, nor will any compensation be offered for the unfortunate or seasonal visits of any wildlife including, but not limited to, rodents, insects, cockroaches, kangaroos, wombats, snakes, etc.

### 5.4 Attendance at Property

HRS/HBTB 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.

### 5.5 Equipment

HRS/HBTB 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 must notify our team, or the host on the number provided to you, in the first instance. Any problems that arise during the rental period that do not constitute an emergency as determined by HRS/HBTB or the host, will be remedied at any time during or after the rental period, at the sole discretion of HRS/HBTB or the host. No refund, compensation or guarantees are given.

### 5.6 Limited Liability

To the maximum extent permitted by law, in no case shall HRS/HBTB or the host, nor its affiliates, officers, directors, employees, agents or property 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/HBTB or the host has been advised of the possibility of such.

### 5.7 Indemnity

HRS/HBTB and/or the property owner or host do not accept liability for any loss, before, during or after a booking relating to events out of our control such as delays whilst the guest is travelling to the property, flight delays, weather events during the stay etc and no refund will be offered under these circumstances, you will agree to accept this as final resolution.

### 5.8 Code of Conduct/Bad Books Register/Traveller Feedback

By making this booking you hereby agree that if you or any occupant covered by this booking breaches our terms and conditions or any of the terms in the NSW Fair Trading Code of Conduct, your name, phone number, home address and email address, as well as those of any guest staying with you along with details of the breach/es may be registered with any industry exclusion register and on the NSW Fair Trading code of conduct registers and shared with other members of the short term rental industry. Traveller feedback may also be entered onto the applicable online portals. We reserve the right to refuse or cancel a booking where a guest is registered on these sites or has received negative feedback from other booking sites or travel agents.