TERMS AND CONDITIONS – HOLIDAY RENTING

THESE TERMS AND CONDITIONS FOR THE HOLIDAY LETTING AND BOOKING AS AGREED TO BY THE GUESTS ARE AS FOLLOWS AND DEPARTURE FROM SAME BY YOU PERMITS THE OWNER OR AGENT TO REFUSE THE KEY, AMEND THE CHARGE, OR IMMEDIATELY TERMINATE THE BOOKING/OCCUPANCY.

1. The premises are let to you for **holiday purposes only for the period stated on the receipt**. No weddings, parties, large gatherings, commercial activities or functions including professional photo shoots are allowed unless arrangements and permission have been granted by the Agent prior to occupancy. If so and extra charge will apply or eviction without refund.

2. Premises are available from **2pm** on the day of your Arrival and are to be vacated by **10am** on the day of your Departure unless by special previous arrangement with the Agent. The **property is to be locked, fans, air-conditioners, lights and appliances turned off** and the keys returned to our office. If the office is closed please place keys in the slot through the door at **Shop 5** at Beachtown Shopping Village, Mission Beach. (Cleaners may need access at 10am for other guests arriving later that day).

3. A **minimum deposit** equivalent to **30%** of the total booking amount will be paid **within 48 hours** of making a booking and the final **balance** of the booking amount must be made 21 days prior to arrival. For bookings of **4 days or less** the **minimum deposit** will be the equivalent to **one nights tariff**. The final payment amount **will be deducted from the credit card** (details of which were advised to us by the guest) unless an alternative method of payment is provided to us by the guest prior to the 30 days. **All bookings made 21 days or less prior to arrival** will require **full payment** within **48 hours** for the booking **to be secured**. All bookings will attract a non-refundable booking fee of twenty dollars (inclusive of GST) payable upon receipt of the deposit.

4. We **reserve the right** to apply any amount of minimum night stays at any time.

5. The **number of people** staying overnight at the premises is **not to exceed** the number of people that beds are provided for or the number of guests booked with the Agent, **whichever is the lesser**. Prior consent from the Agent for **extra** overnight guests for which there are beds, may attract an extra charge. **Eviction without a refund can immediately follow for non compliance.**

6. The use of and **parking of caravans**, tents, camper trailers or similar vehicles is **not permitted** on or near the holiday property including on nearby vacant lots, footpaths or reserves. **Eviction of all guests without a refund can apply for non compliance.**

7. In the event of a **terminated or cancelled booking** by you, for the whole time or any part thereof, the deposit is **not refundable** unless the property is rebooked for the **entire period**, and if successful an administration fee of $110 will be charged. Should you advise us that you wish to **shorten your stay** on, before, or after your arrival, full payment on arrival is still required until we can rebook that time. Any monies will then be refunded. We **strongly recommend** you take out comprehensive **travel insurance** to cover any unplanned cancellation.

8. With telephone, internet, walk ins and postal bookings, the **description of the premises** is made in good faith but **no responsibility** for unintentional **misdescriptions or omissions** by the Agent, the Agents staff or associates, will be accepted by the Agent. (In a block of units each unit is owned individually and therefore set up differently, so please enquire first what each unit consists of and your requirements). Notwithstanding this condition the Agent agrees to make **every reasonable effort** to offer alterative accommodation.

9. The **booking** is **made in good faith** by the Agent but may be subject to change in relation to (a) increasing the nightly or weekly rate without notice by the owner and (b) the property being sold or permanently let prior to the commencement of the booking, in which case the **Agent cannot accept responsibility** for these actions taken by the owner. Ray White (Mission Beach) will endeavour to find alternative accommodation should the property sell prior or **inadvertently becomes unavailable due to instructions by the owner.**

10. In the event of any **appliance or machinery breakdown** every reasonable effort will be made to repair, replace or hire an alternative. The **Agent or owner accepts no responsibility for any inconvenience that might be incurred to the guest.** Mission Beach has limited access to tradespersons and your patience is sought should this occur.

11. **Breakages and losses** to the property are to **be reported to the Agent** and paid for immediately. Breakages or damages not caused by normal wear & tear will be charged to your credit card or bond if necessary and you will be provided with an invoice and **advised of any such deductions**.

Ray White

12. Please **lock up prior** to going out.

13. All **bed and bathroom linen** and tea towels is provided but **not beach towels**. A few owners of high end properties may provide beach towels – check with Agent if in doubt. If guests require a **change of linen** or periodic cleaning during their stay **an extra charge will apply.** (Some owners will provide a free linen change for **longer stays**. Please enquire if applicable).

14. **Pets are not allowed** on or about the premises unless specifically approved by the Agent.

15. No person on the premises shall be guilty of **conduct** that is **a nuisance to adjoining or neighbouring occupiers.** In units, Body Corporate by-laws and regulations must be **adhered to.** All Local Council by-laws must also be **adhered to.**

16. In the event of the property being **offered for sale**, the occupier agrees to allow the owner or the Agent consent to inspect the property with prospective purchasers during reasonable hours **by appointment** with the guests.

17. Should the property not be left in a **reasonably clean and tidy state**, at the discretion of the Agent, any cleaning costs above and beyond the normal will be charged to the credit card on record provided by the guest. Guests **will be provided** with **an invoice detailing the extra cleaning** and will be advised by email or whatever means available of any such extra deductions.

18. The Agent **reserves the right to apply a bond** on any holiday premises as instructed by the owner.

19. The Agent or owner **will not be responsible** for **alternative accommodation** or any other cost when guests **arrive after hours.**

20. In **apartment buildings** only one car is permitted per apartment. If you are bringing a boat or there is more than one car, guests must park these off site.

21. The Agent and property owners **will not be responsible for any inconvenience from the activity of building or earth works**, or **any works** instigated by the Body Corporate or owner of a **unit complex**, or owner of a **holiday house** or unit or any such works on a building or public or private infrastructure nearby the premises.

22. Loss of, theft or damage to your **personal belongings** are **not covered** by the Agent or the owner under their insurance policies. The Agent and owner take **no responsibility** of any loss, theft or damage to any occupant's personal property on the premises. **Travel Insurance is highly recommended.**

23. *The **observance and compliance** of all of these **Terms and Conditions** is compulsory. Failure to observe these Terms and Conditions by guests/occupiers of the subject holiday property will grant to the Agent the immediate **right to terminate** without any refund, the booking or occupancy of the subject holiday property.*

Office hours are 9.00 to 5pm Monday to Friday and 9.00 to 11.00am Saturdays. Closed Sundays /Public Holidays. If arriving after hours please make sure you organise any balance of payment and key collection beforehand. OFFICE LOCATION IS SHOP 5 BEACHTOWN SHOPPING VILLAGE, PORTER PROMENADE, MISSION BEACH next to the Newsagency. A KEY SAFE is provided on the wall outside the rear of the Ray White Shop 5 Beachtown & clearly marked KEYSAFE.

RECEIPT OF THE DEPOSIT IN PART OR IN FULL, BY RAY WHITE (MISSION BEACH) RENTALS CONSTITUTES ACCEPTANCE BY YOU THE HOLIDAY GUEST/S, OF THESE BINDING TERMS AND CONDITIONS.

GUEST SIGNATURE on behalf of all Guests:

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PRINT NAME: .....

DATE: .....

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Ray White
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