

BYRON COASTAL REAL ESTATE HOLIDAY ACCOMMODATION
CONDITIONS OF LETTING

Interpretation:

We, Us, Our, Agent - means Byron Coastal Real Estate Pty Ltd its servants and agents. Tenant, you, - means the lessee of the defined holiday premises. By booking a holiday rental property with us and paying the rental deposit, you agree that you will be bound by, and personally responsible for performance of your obligations under these conditions of letting.

1. To Make A Booking: A provisional booking may be made through our website www.byroncoastal.com.au or by phoning Byron Coastal Real Estate on 02 6680 8111. Fax 02 6685 8835, email to holidays@byroncoastal.com.au. Provisional bookings/Booking requests are held for 24 hours only pending receipt of the Deposit. The minimum stay is 3 nights.

2. Deposit: To secure a reservation, a 50% deposit of the total tariff with \$55 booking fee is required, within 24 hours of making a booking. A \$55 non refundable booking admin fee applies for all bookings. Should your deposit not be paid by this time, the booking will automatically be cancelled. Non payment of the full 50% deposit will be deemed a cancellation of the booking. This deposit secures the booking and may be paid online through our website by credit card [and returning the completed guest credit card authorisation form], or bank transfer. **** Please be advised a 2.5% credit card fee applies on all credit card payments when entering into and transaction with Byron Coastal Real Estate. Alternatively you may wish to pay via direct deposit ****

3. Security Bond: Bond is required for all bookings. A Security Bond amount varies from \$1000 -\$5000 depending on the property. The Security bond can be made in either way: **Credit card authorisation form must be completed, signed & returned to our office within 3 days of making your booking, a security bond amount of \$1000 is to be paid thirty (30) days prior to arrival into our bank account.** The security bond is refunded to you within 14 working days following an inspection and subject to the further conditions in this agreement, provided the premises are left in the same condition as at the start of the booking.

4. Holiday Rent: Total rent must be paid 30 days prior to arrival. For Christmas, Easter, and festival season periods, the booking total rent must be paid 60 days before arrival. Unless otherwise advised by you, we will deduct the balance from the credit card provided on the due date.

Non payment of the balance of deposit will be deemed a cancellation of the booking. Access details and keys will not be provided until the, full rental costs and signed terms and conditions with credit card authorisation for the booking have been paid. Bookings made within the 30 and 60 days prior to arrival, require full payment on booking.

5. Tariffs Changes: Tariffs are subject to change without notice, this includes property upgrade, renovation, festival events, instructions from the owner, or genuinely misquoted accommodation tariffs.

6. Bookings 12 months in Advance:

Tenants may choose to re-book 12 months in advance. This must be done before vacating. The Rental Deposit is due as usual within 3 days. Full rent payment is due 30 days prior to commencement of booking or 60 days prior for Christmas bookings. Please also note 14 & 15 of these terms and conditions

7. Extending your stay: You are required to contact the agent and pay upfront if you wish to extend your stay before it is accepted.

8. Some properties or bookings may have additional terms and conditions which must be abided by during your stay.

9. Cancellations ,Changes and Alterations to booking dates or property booked: In the event of a cancelled booking by you within 60 days of the booking date the full tariff/deposit is non-refundable. This includes changing your booking to another holiday property. Changes, alterations and cancellations must be made in writing by the person who made the reservation.

If a booking is cancelled, a refund is subject to a confirmed re-booking of the premises for the same dates and tariff. If a re-booking of the same premises is made by another party, and the tariff is less that the original quoted rate, then the balance is payable by you, plus a \$220 fee. If a re-booking by another party does not occur, a refund of all monies will not be made.

Changes and alterations to any booking attracts the same conditions as a cancellation booking. For bookings made through the www.rentahome.com.au and www.stayz.com.au site, the above cancellation clause applies as well as an additional 8% cancellation fee charged by rentahome and stayz. The booking fee and credit card fee are not refunded under any conditions.

If for whatever reason you are not satisfied or choose to depart prior to your departure date, we do not refund rental costs either in full or part thereof. No provision can or will be made for relocation if accommodation is deemed unsatisfactory on arrival other than on the basis that the full rental paid be forfeited and full rental on new premises is paid prior to occupancy. Guests cannot be relocated. We are careful not to misrepresent any rental property.

10. Owner withdraw/unforeseen circumstances: The booking is made in good faith by our office and may be subject to change. While we cannot accept actions taken by the owner of the premises outside our control, we will endeavour to assist you in finding alternative accommodation. **In the event of the premises becoming unavailable to the tenant by an owner decision then the agent will inform the tenant immediately and endeavour to obtain suitable alternative premises, failing which any monies paid will be refunded in full to the tenant. The tenant will not hold the agent or the owner responsible should any unforeseen event occur and if no suitable alternative premises can be found, and the agent / and owner accepts no liability whatsoever in this regard.**

11. Sale: In the event the property is offered for sale, the tenant agrees to allow the owner or the agent to inspect the property with prospective purchasers, provided that reasonable notice of an appointment is given. The agent accepts no liability should a property be sold and the booking cancelled. In this event all reasonable endeavours to find alternative accommodation, will be made by the agent.

12. Inspection during your stay: During your stay, a staff member from Byron Coastal Real Estate may require access to the property to carry out an inspection for maintenance, or for a sales inspection. We will give prior notice and arrange a suitable time for you. If this inspection is required it cannot be refused.

13. Arrival: Holiday premises are available from 2pm on the day of arrival and are to be vacated no later than 9:30am on the day of departure. Keys may be collected from the office of Byron Coastal Real Estate at 1/ 27 Byron Street Byron Bay. Opening hours are Monday to Friday 9:00am to 5:00pm & Saturday 9am to 1pm. By prior arrangement and provided rent has been paid in full and signed terms and conditions received, keys can be collected after hours from the key box outside the office, according to the instruction email sent a couple of weeks before arrival.

14. Check out and Departure: Your property must be vacated no later than 9:30am on the day of departure. Please be aware that if you do not check out by 9.30am a late checkout fee of \$50 or more will be deducted from your bond unless agreed in advance with the agent. *Subject to availability, a late check out may be arranged on arrival only through our office. The charge of \$50 is up to 2.00pm. Late check out after 2.00pm is an additional night's tariff.* Keys should be returned to the agent immediately upon departure. Keys must be returned after hours through the key return slot in the office front door. All guests must ensure the property is secured properly on departure of the premise. Byron Coastal Real Estate is unable to provide luggage storage. Luggage can be left at Byron Bay Visitor Centre.

The premises and grounds are to be left in a clean and tidy condition. The property must be left secure with all doors and windows locked. (Please ensure all dishes, glasses, pots and pans etc. are washed and put back into cupboards, dishwasher must be emptied, all rubbish to be removed from property and placed in appropriate rubbish bins) The furniture must be placed back in its original position.

15. Cleaning/ Complaint on arrival: if on arrival your property has not been cleaned or there are other items that need reporting, please contact the office immediately so we can instruct the cleaners to attend as soon as possible. We will not be held responsible for any delay's by cleaning staff throughout busy holiday seasons. If maintenance is required, access must be granted at the first available opportunity during your stay to rectify the issue so Byron Coastal has the opportunity to resolve the problem. This may include carpet or lounge cleaning, and access for tradespersons. Our policy is that all issues must be addressed first by Byron Coastal Real Estate. No property relocation or refund is available.

16. Description of Property: The description of the property is on the Internet. This description is given in good faith by us as agents. We are careful not to misrepresent any rental property. Byron Coastal Real Estate will not be held responsible for changes to and or items removed from the property after the time of your booking. The holiday property is furnished to the individual owners taste and style and Byron Coastal Real Estate takes no responsibility for any unmet expectations of guests, or any changes made by the owner to the décor, furnishings and equipment in the premises.

No refund is given if you are not satisfied your accommodation. If for whatever reason you choose to depart prior to your departure date, we do not refund rental costs either in full or part thereof. All accommodation is fully furnished. Guests must accept premises "as booked" and cannot be relocated unless full tariff is paid for another property.

Changes to the property grounds and/or surrounds, outside of our control, such as weather, erosion, council work and neighbouring renovations will not affect the quoted tariff. Byron Coastal Real Estate cannot accept responsibility for any disturbance, noise, or inconvenience guests may experience. We will advise you of these changes prior to your stay where foreseen. The Agent expressly excludes any liability whatsoever for any misrepresentation, or misleading conduct or statements, howsoever caused, and whether negligent or otherwise.

17. Usage of Property: The property is to be used for holiday accommodation only. **The use of a property for a function, a party of any other like gathering are strictly prohibited.** It is not to be used to hold a party, group gathering, wedding ceremony, wedding reception, or any other function including business or commercial use; unless agreed with the owner in advance, in writing. **Our owners have requested not to accept Schoolie bookings; therefore, in accordance with our owner's instructions we do not take any schoolie bookings at our holiday properties.** Should it come to our attention that a booking has been made, other than for accommodation purposes only or that the property is being used in a manner which is in breach of this clause, we reserve the right to cancel the booking at any time, refuse key collection upon arrival, evict the occupants. **An additional charge will be incurred and payable up to and including \$3000 should any type of function or gathering**

be held in the property as well as loss of \$1000 security bond will apply. Unfortunately, where damage has occurred, the additional cleaning and/ or replacement costs will be charged. Neither the whole nor any part of the property shall be sub-let without permission.

18. Respect and preserve the residential amenity of the property. Refrain from engaging in any drunken, obscene or antisocial behaviour.

19. Number of Persons: The number of guests must not exceed number specified in the booking and failure to adhere to this will mean a charge of \$ 100 per person per night and / or immediate cancellation of the booking with no refund. This will be deducted from the security bond.

20. Self Contained Holiday Accommodation and Linen: this includes bed linen (bed sheets, pillowslips, tea towel) and bath towels (one per person) only. Please note that this property is fully self contained, however it is not a serviced property. Servicing can be arranged during your stay at an extra charge. Beach towels and hair dryers are not provided. For additional items during your stay you may phone Byron Bay Holiday Hire 02 6685 6247 (extra linen, beach towels, cots, highchairs).

21. Animals: We have a small number of properties that are pet friendly, please check our website. A pet bond of \$500 is applicable to all bookings with a \$165 flea treatment charge payable with the tariff so the property can be sprayed at the end of your stay. Unless otherwise advised in writing, pets are not allowed in or on holiday premises and grounds.

22. Noise: is a serious issue in Byron Bay. No noise or unacceptable behaviour to neighbours will be tolerated at any time. Noise means any sound that can be heard from neighbouring properties that disturbs their peace and quiet. All music must be turned off by 10pm and care taken when you are outside. Disregard to this will result in heavy fines imposed by Byron Shire Council and the Holiday Letting Organisation. If Security personnel or the Police are called to a noise complaint a charge of \$165 will be payable and you will be evicted immediately. If a booking is terminated in accordance with the provisions of this clause, no refund of rent or security deposit will be given, and you agree that any such rent or bond withheld is genuine compensation for loss occasioned by you.

23. Callout: If a staff member is called out (for example a noise complaint, key issue) a \$150 callout fee will be incurred by the tenant which is payable before the end of the tenancy.

24. Breaches: Any breach of this agreement by you permits us to refuse the key, amend the rent of the premises or immediately terminate the tenancy at our sole discretion. If Byron Coastal Real Estate believes that you are in breach of these conditions of letting, we may inspect the property at any time without notice.

25. Keys/and remotes: A call out fee of \$120.00 applies for misplaced keys or after hour callout being outside the hours of 9am to 5pm Mon- Fri & 9am – 1pm Sat. If any restricted master keys are lost or misplaced, ALL locks for that property must be changed by a Locksmiths at a cost [in the vicinity of \$150 to \$800] to the holiday guest. All guests are to maintain the security of the property at all times.

26. Repairs to Appliance: During your stay, the agent endeavours to have repairs to appliances attended to as soon as possible after being reported. However due to circumstances beyond our control [e.g. having to order parts or non-availability of trade's people] immediate repair may not be possible. No responsibility is accepted by the agent or owner in such circumstances. There will be no refunds or discounts deducted from tariffs for unusable appliances awaiting repair. If repairs cannot be attended to promptly, we will use our best endeavours to supply a substitute appliance if possible.

27. Damages and Extra Cleaning: The premises and grounds are to be left in a clean and tidy condition. Failure to do so will incur a charge for extra cleaning which will be deducted from your security bond. Extra cleaning will be charged and calculated on the number of hours required over the and above the normal cleans. If BBQ is provided, must be cleaned thoroughly on departure or a cleaning fee of \$50.00 will apply.

All damages, breakages or losses to the property, furniture and furnishings are to be reported to the agent immediately and paid for by the tenant before the end of the tenancy. Should the tenant discover a breakage or default please advise the agent immediately otherwise we will consider this to be a responsibility of the current tenant and you will be charged accordingly. Furniture and furnishings are not to be re-arranged and must be in original position on departure. If washing up, tidying, re-arranging furniture and removal of rubbish has not been done, fees for extra cleaning will apply. Should the amount of loss or damage exceed the amount of the security bond, we reserve the right to claim the full costs of reparation from you. Nothing in this agreement is to be taken to limit our rights to make this claim.

28. Garbage: All garbage is to be placed in outside bins provided. Removal costs and tip fees will be deducted from security bond if excess rubbish has been left by the tenant. It is the duty of the tenant to put the garbage (red) or re-cycle (yellow) on the kerb side outside the property on the correct collection day as indicated in the property.

29. All holiday accommodation is NON SMOKING INDOORS.

30. Insurance: no responsibility is taken for guests personal property left on the premise. Landlords insurance does not cover loss/ and or damage to guests belongings.

31. Note: Byron Coastal Real Estate reserves the right to alter, cancel or change any of these Terms and Conditions as a result to changes in the holiday market, changes in Legislation, or the requirements of property owners, and Body corporate at any time without notice.

**ACCEPTANCE OF TERMS AND CONDITIONS OF BOOKING –Guest Registration Form
Byron Coastal Real Estate Byron Bay**

I confirm that I have read all five pages of the Terms and Conditions of Holiday Letting and I accept and agree to comply with them in respect of the following booking.

*****By paying a deposit, you agree to the terms and conditions as stated on our website. Booking details and credit card authority must be completed and signed within 3 days to finalise your booking.
Without the signed booking form received by our office, even with deposit paid, your booking is subject to cancellation. *****

Please complete all details in block capitals (two pages)

Scan and Email : holidays@byroncoastal.com.au Fax to 02 6685 8835 or by Post to Byron Coastal Real Estate, Po Box 2603 Byron Bay NSW 2481.

Booking Name _____ Date _____

Address of Holiday Premises _____

Property Name as per website _____

From (Check In Day & Date) _____

To (Check Out Day & Date) _____

Number of Guests: Adults _____ Children _____ Cars _____

Estimated Time of Arrival _____

Please note if you are arriving after 5pm, key collection needs to be arranged prior with our office.

Contact Mobile Number _____

Email Address _____

Signed (Signature Of Tenant) _____

****DIRECT DEPOSIT-** to pay into the bank account for deposits, balance and security bond:

You will need to put the **"YBI booking reference ID BOOKING NAME"** as a reference when depositing the money.
(Eg. YBI 8-8-3125 Johnson)

Account Name: Byron Coastal Real Estate Rent Trust Account

Bank: Westpac 73 Jonson Street, Byron Bay

BSB: 032 573

Account: 256771

It is essential that you put your booking name as a reference when depositing your money so we can identify the money is from you and is receipted to the correct booking. **If the "Booking Name Reference" is not supplied on the deposit and we have to run a trace through the bank, this will incur a \$15.00 fee to you.**

A Security Bond of \$1000 is due 30 days prior to arrival.

Alternatively, you may pay for your booking by credit card. Please complete credit card authorisation form.

Refund of Bond after your stay:

Please indicate below if you wish for your bond to be credited to your credit card or deposited into your bank account

Refund Credit card: yes/no

Refund bank account: yes/no

Name of Account: _____ Bank Name: _____

BSB: _____ Account Number: _____

BYRON COASTAL REAL ESTATE HOLIDAY GUEST CREDIT CARD AUTHORISATION FORM

Booking Name _____ Arrival Date: _____

I authorise Byron Coastal Real Estate to charge the following credit card for the holiday rental at the property above.

50% Deposit Balance of 50% A Security Bond of \$1000 is due 30 days prior to arrival

Amount to be deducted: \$ _____

I authorise Byron Coastal Real Estate to deduct the bond or part thereof from my credit card in the event of any extra cleaning and property damage as well as additional charges including telephone use, rubbish collection per the conditions of letting. Should the amount of loss or damage exceed the amount of the security bond, we reserve the right to claim the full costs of reparation from you.

Please be advised a 2.5% credit card fee applies on all credit card payments when entering into any transaction with Byron Coastal Real Estate.

Drivers license details of cardholder:

Name: _____

Date of Birth: _____

Licence Number: _____ Expiry: _____

State: _____

Credit Card Details of cardholder:

Master card Visa

Name on card: _____

Number: _____ EXP: _____

CVV – last 3 digit number on back of card: _____ Must be completed.

Authorised Signatory, please sign in box below:

Sign Here: _____

Card holders address: _____

Phone Number: M) _____ W) _____ H) _____