

COOLOOLA COAST REALTY RAINBOW BEACH
HOLIDAY ACCOMMODATION BOOKING CONDITIONS

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1) Tariffs

- a) A deposit of 50% of the total cost of your booking plus the non-refundable \$30 Booking fee is required at the time of booking if the booking is more than a month in advance.
- b) **A surcharge of 1% will be applied to all accommodation charges if paying via EFTPOS or CREDIT CARD.**
- c) The balance of the total cost of your booking is required 1 month prior to your arrival (see clause 1d for Christmas Peak).
- d) With high demand of annual Christmas Peak bookings, balance of outstanding monies for this period is due and payable by the 1st of November each year.
- e) Full payment of total cost of booking is required at the time of booking if your booking is less than 1 month prior to your arrival.
- f) If for any reason your payments are not received by the due dates we reserve the right to cancel your booking and apply appropriate cancellation charges (see Clause 4 for Cancellation Conditions).
- g) Tariff is to be paid in full prior to occupancy; payment can be made by cash, cheque, direct deposit, EFTPOS or credit card.
- h) Personal cheques will not be accepted within 7 days of arrival.
- i) Keys will not be given out unless full payment has been made.
- j) Tariffs quoted are correct at time of printing and are subject to change without notice.
- k) In the case of refurbishment or owners instructions, rental rates may be subject to increase without notice. Should this occur you will be notified and given the opportunity to pay the difference in tariff or receive a full refund of your deposit. We will also offer you alternate accommodation if possible. If guests choose to relocate to alternative property, if the new property is of greater value per week than the old property, the extra cost will be at the guest's expense.
- l) Some resellers including but not limited to Stayz, Homeaway, TripAdvisor and AirBnB charge a booking fee on top of the tariff. If your enquiry or booking originates from one of these resellers you are liable for payment of their booking fee in addition to the tariff and other fees and charges.

2) Security Deposit

- a) **A security deposit of \$500 (unless otherwise stated) is payable on arrival, or prior for out of hours Check Ins. (Credit card details preferred)**
- b) Credit card details must be viewed/photocopied on arrival and signed by card holder should credit card details be used as the security deposit.
- c) The security deposit, if paid by cash, will be fully refunded by cheque within 14 days after departure if no claims are to be made.

- d) All credit card details will be destroyed after final inspection of the property, if no claims are to be made.
- e) We reserve the right to make claims on the security deposit if the terms and conditions are not met, resulting in loss, extra cleaning, damage, expense or inconvenience.
- f) Guests will be notified on claims being made prior to any payments being debited.
- g) If a claim should exceed your security deposit, an account for the difference shall be forwarded to you and will be payable within seven days.

3) Guest Responsibilities

- a) Guests may only park vehicles in the designated areas.
- b) The property must not be used for unlawful purposes.
- c) Guests must comply with the by-laws, rules and regulations of the Body Corporate property (if applicable) and any reasonable direction of the operator. The lease will be terminated if any guest fails to comply after receiving a warning.
- d) All guests must conduct themselves in a proper manner so as not to cause a nuisance, including excess noise, or interfere with the use or enjoyment of the property for other occupiers (if a Body Corporate property) or neighbouring properties. Unruly, loud or offensive behaviour will not be tolerated. If complaints are received this may result in termination of the lease and loss of unused balance of accommodation. Local council regulations state that no excess noise is to be made between the hours of 10pm and 7am.
- e) Parties and functions are strictly prohibited.
- f) It is the guest's responsibility to maintain the cleanliness of the property during the lease period.
- g) Smoking inside the property is prohibited. Guests must discard cigarette butts into the rubbish bin. Cigarette butts discarded into garden beds may incur an additional charge for cleaning.
- h) Children must not jump on beds. Damage resulting from children jumping on beds will be at the cost of the guest.
- i) On departure guests must leave the property clean and tidy. This includes emptying the rubbish bin, washing and drying of dishes, emptying of dishwasher, hanging used towels in the bathroom, leaving used beds neatly folded back, cleaning of the BBQ, sweeping and vacuuming, cleaning the fridge, oven and grill of any food spills and turning off lights and cooling and heating appliances. A cleaning fee will be charged at the guest's expense if property is left dirty or unclean.
- j) Garbage bins are provided with all properties. Please ensure that all garbage is removed from your holiday property and placed in bins provided. Garbage collection days are Mondays as well as Fridays during holiday seasons. You are required to place the bin on the kerb-side for collection with the handle facing the property. Any excess garbage is to be taken to the local refuse station. A fee will be charged if any excess rubbish has to be removed.
- k) No liability is accepted for any injury, debt, damage, loss, delay, expense or inconvenience caused directly or indirectly by events beyond the agent or owners control. No responsibility is taken for guests personal property left on or near the premises. It is recommended that guests take out personal property insurance or adequate travel insurance should any unexpected situations arise before or during your travel period.
- l) All guests are responsible for keeping the property secure during their stay and upon their departure and will be responsible for any theft or damage due to neglect in this area.
- m) All guests are responsible for any loss or damage arising from breakages or other damage to the property or common property during their stay. All repairs or replacement will be at the guest's expense.

- n) All guests are responsible for any damage or stains to linen. Including but not limited to: blood, make up, hair dye, tanning lotion/products, zinc (face sunscreen), rust, ink, or cleaning products.
- o) Furniture is not to be moved around. Items are not to be moved from property to property. A fee will be charged should this occur.
- p) If keys and/or remotes are lost, the guest will be responsible for the changing of locks and 3 remotes (if applicable) and the cutting of 6 new sets of keys. Should a guest require duplicate keys after hours phone the office. A \$33 cash service fee is applicable. If no spare keys are available, guests may be liable for any costs involved in gaining entry to the premises.
- q) In the event a guest locks themselves out of their property (outside of our business hours) and a Cooloola Coast Realty staff member is required to attend either the office or the property to allow guests back in/supply another key, a \$50 fee is payable.
- r) Each holiday property is equipped for a specific number of guests. It is against Queensland Department of Health regulations for more persons to occupy a property than there are beds to accommodate them. No extra mattresses are to be brought onto the property. If the property is reported to be overloaded, the booking will be terminated and guests will be asked to vacate with no refund made.
- s) Strictly no tents or caravans are permitted on holiday properties.
- t) Any areas designated as private by the owners are strictly out of bounds.

4) Cancellations

- a) Deposits paid for off peak bookings cancelled more than 30 days prior to arrival date will be refunded less a \$60 Cancellation Fee and the non-refundable \$30 booking fee.
- b) Deposits paid for peak bookings cancelled more than 60 days prior to arrival will be refunded less a \$60 Cancellation Fee and the non-refundable \$30 booking fee.
- c) For confirmed off peak bookings cancelled less than 30 days prior to your arrival date, no refund is payable. For confirmed peak bookings cancelled less than 60 days prior to your arrival, no refund is payable. If however, these dates are re-booked your deposit will be refunded minus a \$60 Cancellation Fee and the non-refundable \$30 booking fee.
- c) In the event of advance bookings being cancelled by the owner and/or agent, a full refund will apply.
- d) No refund is made on unused portion of rent, if guests vacate prior to their departure date.
- e) Any request to cancel a booking by you must be given to us by email. We are not liable for cancellation requests made by telephone, in person, or by any means other than email.
- f) Refunds where applicable due to cancellation and other refunds are made within 14 working days from your cancellation notice.

5) Change of Property/Dates

- a) For a change of property or dates, more than 30 days prior to arrival for off peak bookings and more than 60 days prior to arrival for peak bookings, a \$60 Admin Fee will apply.
- b) For a change of property or dates, less than 30 days prior to arrival for off peak bookings and less than 60 days prior to arrival for peak bookings, Cancellation Clause 4 applies.
- c) No fee will apply to extend the dates of your holiday booking, however, this is subject to availability.

6) Arrival / Departure Times

- a) Arrival time is 2pm on date of arrival and departure time is strictly 10am on date of departure. Extended stays may be permitted, if available, and prior arrangement has been made. A fee may apply for late departures if no prior arrangements are made.
- b) On departing the keys must be returned to the office. For after hour's key drop-off, a key slot is located on the front door of the Real Estate.
- c) Keys are to be collected from our office on arrival. Our office is open Monday to Friday 8.30am to 4.30pm and Saturday 9am to 3pm. If you intend to arrive after these hours please call prior to your arrival to make alternate arrangements.

7) Inclusions

- a) All properties are fully self contained excluding* house linen. You are required to provide your own sheets, towels, tea-towels and pillowcases. Additional cleaning services and linen hire can be arranged at a charge.
*there are a number of properties that include house linen - please refer to individual property descriptions
- b) Linen must be used on all beds.

8) Pets

- a) No animals or pets are to be brought onto the property unless prior arrangements have been made. However, there are a number of holiday properties that do allow a dog or cat, at the cost of \$50 per animal per stay. All dogs are to be kept outside at all times.
- b) Upon departure of these properties all dog droppings must be removed from the premises and disposed of properly. If this does not occur a cleaning fee may be charged.
- c) If pets, which have been approved, are found inside the premises, the booking will be terminated and guests will be asked to vacate with no refund made.
- d) If pets, which are unapproved, are found on the premises, the booking will be terminated and guests will be asked to vacate with no refund made.

9) Properties for Sale

- a) When a booking is made, the deposit is accepted for the owner at the time. If the property is for sale and the ownership changes before your holiday, we cannot guarantee that the property will remain available.
- b) We cannot accept responsibility for decisions made by a new owner.
- c) If a property is sold, guests will be notified, allowing suitable time to organise alternative accommodation.
- d) If a holiday property is listed for sale while guests are in residence, the occupier agrees to allow the owner or agent to conduct inspections with prospective purchasers at mutually convenient times, by appointment.

10) Faults/problems

- a) All properties under Cooloola Coast Realty management are privately owned and are rented on a fully self-contained basis. In the event of faults and/or malfunctions of appliances or inclusions, there is no obligation from the owner or Cooloola Coast Realty to compensate or discount.
- b) At times situations arise which we have no control. Cooloola Coast Realty reserves the right to move visitors to alternate accommodation (subject to availability) at their discretion or at the direct instruction of the property owner. If this is the case, we will notify all guests as soon as possible and make every reasonable effort to make sure that they are satisfied with their new address.
- c) Cooloola Coast Realty will accept no responsibility for any inconvenience with machinery breakdown. The agent's best endeavors to repair, replace or hire an alternative will be undertaken.

- d) Should a tradesperson be sent out upon a guest request to carry out a repair that was unnecessary, the cost of the callout will be at the guest's expense.
- e) If a property is reported as stale (unused in a while/dirty), Cooloola Coast Realty reserves the right to have the property cleaned asap, if not within a reasonable time the guests shall have the option to relocate. If guests choose to relocate to alternative property, if the new property is of greater value per week than the old property, the extra cost will be at the guest's expense.
- f) Left items – if requested we will endeavor to recover and return items of value inadvertently left in a holiday property, but we take absolutely no responsibility for the recovery or return of these items. Postage and packaging for the return of any items will be at the guest's cost, and will be required prior to postage. Low value items found will be held for claiming for a maximum of two weeks and if not claimed will be disposed of.
- g) Cooloola Coast Realty may inspect the property with reasonable notice and at any time without notice if there is any belief that there has been a breach of these conditions herein.
- h) If the occupancy ends or the lease is terminated, guests must immediately vacate the property. Cooloola Coast Realty is authorised to do whatever is required to enforce the eviction of any guest and removal of guest's property.
- i) All photos on our website are taken on site and are provided as an accurate representation of the Property at the time the photograph was taken and are subject to change with fair wear and tear, change in ownership, refurbishing or other circumstances outside of our control. We, nor the owner of the Property (the "Owner"), accept no responsibility for personal perceptions. If any feature/facility is essential for the guest in choosing a particular property, it is advisable that you confirm this with us at time of booking. We cannot be held liable for omissions or errors, whether temporary or permanent, in regards a Property's facilities and services.

11) Disclaimer

- a) Cooloola Coast Realty has endeavored to maintain the accuracy of the content with this website, however from time to time aspects of the content may be out of date. Certain information is provided by others including landlords, and for that we accept no responsibility for its accuracy.
- b) Cooloola Coast Realty, and any representatives, makes no warranty, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and freedom from infringement, nor assumes any legal liability or responsibility, for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, in any of these materials. Cooloola Coast Realty, and any representatives, specially disclaims any other warranties, guarantees, and promises, whether or not stated in full in this document.
- c) Variations: We reserve the right to change all or part of these Terms and Conditions at any time, without notice and other communication. It is your responsibility to keep yourself updated of any changes to these Terms and Conditions. If you object to a change of the Terms and Conditions after paying your deposit, it is your responsibility to immediately advise us, and we both agree to negotiate reasonably to produce an outcome acceptable to both parties. Any such negotiation must take place before you occupy the property.
- d) Effective date: These Terms and Conditions were last updated on **19 July 2021**. They may be changed from time to time, without notice on our websites. In case of any variation of booking conditions between us and an independent third party booking provider or agent, the terms posted on our website will apply. Payment of your booking in part or full constitutes that you understand, accept and will comply with these Terms and Conditions.

12) Complaints and dispute resolution procedure

- a) Guests are obliged to report any problems or incidents promptly so that we may attempt to resolve the matter expediently.
- b) If you are making a complaint we will need to know your name, the property name, the property address, the nature of your complaint, and your mobile telephone number and email address so that we can attempt to resolve the matter for you.
- c) Requests for refunds or discounts for any reason will not be considered for any issue or concern that has not been promptly and clearly articulated to us during your stay. Requests for refunds on or after departure date for any issue or concern that has not been previously advised to us will not be considered under any circumstances.
- d) All complaints should be addressed in the first instance to our Reservations team who will attempt to resolve the matter or escalate to the Manager if necessary.
- e) We will seek your confirmation in writing that a complaint has been remedied to your satisfaction. If you do not respond to this request we will deem that the complaint has been remedied to your satisfaction, unless you specifically advise us in writing that it has not.
- f) Should the complaint not be remedied to your satisfaction you may
 - i Refer the complaint to the Queensland Civil and Administrative Tribunal
 - ii Lodge a formal complaint with the Holiday Rental Industry Association (HRIA)
 - iii Seek independent legal advice.
- g) If you chose to pursue a complaint through legal channels and a decision is awarded in favour of us, you will be responsible for all litigation and travel costs in addition to \$200 per hour charged for our preparation, time, and attendance.