

# Holiday Bookings Terms and Conditions

**Please be advised that by paying the holding deposit for your accommodation you are accepting these Terms & Conditions.**

Please note that Lois Buckett Real Estate has a **NO SCHOOLIES, NO BUCKS & NO HEN'S and NO PARTY POLICY** In all of our holiday management properties.

No private functions are to be held at holiday letting properties without written consent from the staff at Lois Buckett Real Estate.

Please note all transactions are in Australian Dollars (AUD) only.

All holiday accommodation properties are **SMOKE FREE** without exception. Breaching this agreement you will forfeit your bond.

## RESPONSIBILITY FOR THE BOOKING

The actual guest (or guests) making the booking and who has been accepted by the Agency must occupy the property for the duration of the booking. This person/s will be held responsible for the conduct and behaviour of all guests.

## BOOKINGS, DEPOSITS AND FINAL PAYMENTS

If the booking is more than 30 days prior to the commencement then to hold a holiday booking, payment of **50%** which is **non-refundable**, is required as confirmation immediately of making the request.

The final payment will be due 30 days prior to the booking commencing. If your booking is during School Holidays, Easter or between 16/12 to 15/01 each calendar year then final payment is due 60 days prior to the booking commencing.

If the booking commences in less than 30 days then the full amount is due immediately.

All payments are to be made by Visa, MasterCard, Eftpos, and/or bank transfer.

All credit card transactions incur a 2% merchant fee over the phone and 3% online.

## HOLIDAY LETTING BOND

A credit card pre-authorisation form must be completed, signed and returned to our office at the point of confirmation of the booking.

This is held on file until satisfactory inspection upon vacating the property. A pre-authorisation of \$500\* will be held against your credit card on the day of check-in. If a bond claim exceeds the bond held, the guest agrees that any outstanding balances are to be paid directly to Lois Buckett Real Estate within 1 week of notification including any associated recovery fees. If any claims are made against your bond, a \$50 admin fee will apply and be deducted. Please note that if you use a credit card then the bond is held for 4 business days at a time. Please note if you use a debit /credit card then the bond is held for 10 business days at a time.

***Ferncrest, Costa Del Sol, Coco de Mer, Serendipity & The Lennoxhaus bookings require a bond pre-authorisation of \$1,500.***

## NUMBER OF GUESTS

The number of guests must not exceed the maximum allowed at the property. Breaches will result in bond deduction or eviction without refund.

## CHECK IN AND CHECK OUT TIMES

The premises will be available for occupation from 2pm, larger properties 3pm on the day of arrival and are to be vacated by 10am on the day of departure & 9.30am during peak periods.

Vacating after 10am will incur a late check out fee of \$50.00 per hour until midday and a full day's rent thereafter 12pm will be charged unless prior arrangements are made with the agent in writing. Please note from 16 December to 15 January check out times will be 9:30am and check in times are 2:30pm unless prior arrangements have been made with the agent in writing.

## REPAIRS TO APPLIANCES IN HOLIDAY LET PROPERTIES (OFF SITE MANAGEMENT)

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 Lois Buckett Real Estate or the owner in such circumstances. There will be no refunds or discounts. If repairs cannot be attended to, we will use our best endeavours to supply a substitute appliance.

## CANCELLATIONS

For all cancellations you must speak to a Lois Buckett staff member.

If the cancellation is made 30 days or **LESS** to arrival OR 60 days or **LESS** to arrival for School Holidays, Easter week, Splendour Festival and all of December and all of January then all of the funds will be forfeited. **No refunds available.**

## CHANGES TO BOOKINGS

A fee of \$50.00 is incurred per change. Changes which must be notified in advance to Lois Buckett Real Estate include: Increase in number of guests; requests for change of dates. A cancellation does not constitute a change, please refer to cancellation policy.

LINEN and bath towels are supplied. Hire beach towels can be provided upon request @ \$5 per towel.

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## **KEYS**

Within 48 hours prior to your arrival date an SMS will be sent to your mobile that you have supplied with the access code to the key lockbox. Keys and lockbox codes will not be made available until full payment has been received, the terms and conditions and the Pre-authorisation form/bond have been completed and submitted.

Where properties have no lockbox key safes, instructions will be given as to how to pick up keys prior to arrival.

If you loose or misplace your keys you will be responsible to have the locks replaced.

## **PETS**

Pets are NOT permitted in any of our properties unless otherwise stated on our website or agreed to in writing by a Lois Buckett Real Estate staff member. If you have a pet in the property that has not been authorised you will forfeit your bond & will be charged extra cleaning charges.

## **BOOKING CONDITIONS**

Bookings are accepted by us in good faith on behalf of the property owner, however we cannot accept responsibility for the following circumstances - where the property is sold; the tariff is increased prior to your occupation; the property is altered in any way; the malfunction of any inventory items; the property is withdrawn from letting; noise, inconvenience or loss of view caused by building construction on neighbouring or nearby properties.

## **DAMAGES & BREAKAGES**

All damages and breakages or loss to the premises and/or furniture and furnishings are to be reported to us and paid for by the guest immediately. Should you discover a default or breakage when you arrive please let us know immediately or we will consider those the responsibility of the current guest and charge accordingly.

## **DAMAGES, LOSS OR THEFT OF GUESTS PROPERTY**

No responsibility is taken for guests personal property left on the premises. Landlord's insurance does not cover loss of guest's belongings.

## **CLEANING AND RUBBISH BINS**

The premises are to be left clean and tidy, with cutlery and cooking utensils washed and put away prior to departing. The rubbish and recyclables are to be placed in the correct bins provided. In the event that premises are considered to be left in an unclean condition, additional cleaning fees will be charged. The fees will depend on how long the property took to be brought up to our holiday cleaning standard.

\* Please note failure to place bins out in bin night and on your departure day may result in additional charges that will be taken from your bond.

\* Please note bin nights are Monday nights for Lennox Head properties, Sunday nights for East Ballina properties and Tuesday night for Ballina properties & Bangalow properties is Wednesday evening for Thursday morning pickup.

## **BBQ CLEANING**

If a BBQ is provided and not satisfactorily cleaned an additional \$50 fee will be charged.

## **NOISE/NUISANCE**

No person on the premises shall conduct themselves so as to cause a nuisance to adjoining or neighbouring occupants. In units, Strata Title by-laws and regulations must be observed.

## **FURNITURE**

Is not to be moved and only outdoor furniture is to be used outdoors.

## **SALE PROPERTIES**

In the event of the property being offered is for sale the guest agrees to allow the owner or his Agent to inspect the property with prospective purchasers during reasonable hours by appointment only.

## **EMERGENCY REPAIRS**

The guest agrees to allow the Agent or his nominee to enter the rented premises to arrange necessary emergency repairs.

## **GENERAL**

Occupants locked out of the premises requiring assistance from Lois Buckett Real Estate staff to gain entry after hours are required to pay a call out fee of \$100. If the service of a locksmith is required this must also be paid by the guest. Guests are responsible for all costs relating to lost keys.

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## DISCLAIMER

I/We hereby acknowledge and agree that the Property Owner and Agent will not be held responsible not liable for:

Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused whilst I/we are in occupancy of the holiday accommodation.

Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused due to negligence on my/our/their part.

Any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused as a result of insects or wildlife in or around the holiday accommodation site. All occupants are to take specific care at all times within the rural/seaside area and requested not to approach any such wildlife under any circumstances.

Any noise, disturbance or inconvenience caused as a result of renovation/building/road works being carried out in or near the vicinity of the holiday accommodation

The standard of any privately owned holiday accommodation furnishings and fittings.

I/We hereby acknowledge and agree that the Agent has the absolute and sole discretion to cancel my/our occupancy in the event that my/our actions or behaviour compromise the safety and/or quiet enjoyment of neighbouring properties or others. I/We hereby agree that I/we will be fully responsible and liable for payment of all charges incurred, irrespective of such cancellation, together with any financial loss suffered by the property owner and/or Agent. To be debited to my credit card without further notice.

It is hereby agreed that the Agent provides Holiday Accommodation booking services only for and on behalf of the Property Owner. Any property descriptions or advertising materials are to be viewed as a general guide only. The Agent or its representative will not be held responsible or liable for any deficiency in the holiday accommodation or its furniture/fittings.

The Property Owners reserve the right to cancel any holiday accommodation bookings at any time, and in this event, all reasonable endeavours will be used to offer you alternative holiday accommodation but without liability.

All bookings are made in good faith by our office, however, may be subject to change due to unforeseen circumstances (e.g. such as acts of God, the property being damaged, or the property being sold). Please note that we cannot be held responsible for actions by owners of the premises or other situations that may be out of our control. In the event that the property is no longer available we will make every effort to secure alternate accommodation.

I acknowledge that I have read and agree with the above Terms and Conditions.

Date: \_\_\_\_\_

Guest Name (s): \_\_\_\_\_

Guest Signature (s): \_\_\_\_\_