

Raine & Horne Avalon Palm Beach – Holiday Accommodation Terms & Conditions

Please read carefully. Payment of the Deposit constitutes acceptance of these Terms and Conditions.

Currency & Payments

All rates and transactions will be in Australian Dollars. Payment can be made by EFT, Cheque, Visa or MasterCard. Credit card payments incur a 1.5% surcharge.

Bookings

Bookings are confirmed on receipt of the deposit, the booking fee and the signed agreement.

Minimum Stay

There is a minimum stay of 2 nights, except as specified in peak seasons.

Rates

Rates are specified separately for each property, based on the length of stay, with different rates applying for low, shoulder and peak seasons. Professional cleaning on checkout is payable in addition to the base accommodation charge as specified for each property. Additional charges will be incurred if the property is excessively dirty or as detailed in these Terms and Conditions.

Booking Fee

The booking fee is non-refundable.

Deposit

A deposit of 50% of the total rental is payable to secure the booking and is payable six months before the start of the booking.

Balance

The balance of the rental is due 60 days before the start of the booking. If the balance is not paid, the booking may be cancelled and the holding deposit will not be refunded. Confirmed bookings made less than 30 days prior to the arrival date must be paid in full within 48 hours following confirmation.

Security Bond

A security bond of 50% of the first week's rent is payable 60 days before the start of the booking. The security bond will be held in our trust account and will be refunded once the property has been inspected and deemed left in a similar state to your arrival. We will do this within 14 days of your departure provided that there are no deductions for damage, excess cleaning, rubbish removal, extra guests or visitors beyond those declared etc. In the event that repairs are required, the security bond will be kept indefinitely until such time as the repairs can be assessed and the damage is resolved. Further payments may be required if

there is loss or damage exceeding the amount of the security bond. Any bond claim will be subject to a \$75 per hour administration charge. Trust accounts do not accrue interest.

Cancellation

Your deposit is non-refundable in the event of a cancellation within 60 days of the start of the booking. Deposits for cancellations more than 60 days before the start of the booking will be refunded provided that another booking can be found to replace it for the entire period. All cancellations will incur a \$300 cancellation fee. The initial booking fee and any credit card fees are non-refundable.

We do not offer refunds or reschedule bookings due to weather events, traffic delays or natural disasters. Guests are encouraged to take out travel insurance to cover such events. No refunds will be given for late arrivals, early departures or unused days of your holiday rental property booking.

Transfer of Bookings

Bookings will not be moved to alternate properties due to a change of mind, change of travel plans, etc. Any movement of bookings is at the discretion of Raine & Horne Avalon Palm Beach and subject to finding another guest to re-book the property for the same dates. There are no guarantees that this will be possible. A transfer fee of \$150 plus a further booking fee for the new booking will apply in this case.

Extensions

Extended stays may be arranged in advance, subject to availability. A fee may apply for late departure if no prior arrangements are made.

Property Description

Raine & Horne Avalon Palm Beach takes care to accurately check all information on our websites and other promotional material as at the time of compilation, however as this information is subject to change, we accept no responsibility for any inaccuracy or incorrect description contained therein. Minor interior and exterior decorations may change over time as the property is maintained. Images on the website are not always an exact representation of the property as changes can and will occur to keep a property fresh.

Unavailability

If the property becomes unavailable for your occupancy, we will notify you promptly and endeavour to find alternative accommodation; failing which your deposit will be refunded in full. You agree to accept such refund as an acceptable outcome. Circumstances leading to unavailability may include fire and natural disasters, or instructions from the owner. If a property is sold before your holiday, we cannot guarantee that the property will remain available. We cannot accept responsibility for actions taken by the owner of the property outside our control and we reserve the right to cancel any booking, as per the owner's instruction.

Properties for Sale

In the event that property being rented is for sale, your booking is subject to cancellation should the property be sold and no longer available for rental. In this event we will make every effort to find a replacement property, or will refund the deposit if a satisfactory property is not available. We will not show prospective buyers the property during your holiday rental.

House Manager

The person signing the agreement will be designated as the primary contact and the house manager. The house manager must be at least 21 years of age and warrants that they are authorized to sign the agreement on behalf of all occupants and take full responsibility to ensure that all occupants, and any guests or invitees of the occupants, understand and accept the agreement and these Terms and Conditions. A mobile phone number must be provided and be available 24/7 when occupying the property for security purposes.

Check In/Out

Please contact your Concierge the day before your arrival to confirm your arrival time. We will make our best efforts to accommodate early check-in and late check-out requests, however cannot guarantee them as we might have bookings immediately before or after yours. Early check-in and late check-out are not available in the peak summer season. Check-in time is not before 2pm on the arrival date and check out time is not later than 10am on the departure date. Late checkouts will attract a further charge.

Keys/Remote Controls

Keys and remote controls must be collected from and returned to our Palm Beach office at 1017 Barrenjoey road, on the corner of Iluka Road. A locked box facility is available for after hours key collection and key return.

You are responsible for the safekeeping and replacement of accommodation keys. Replacement of lost keys and remote controls will be charged to the guest, with a minimum charge of \$50.00. If you require after hours assistance for access to the property this will incur an after hours call out fee of \$100.00. If a locksmith is required, you will additionally be charged the locksmith's costs. Guests must not break into, or attempt to break into, premises when locked out.

Children

While care is taken to present all holiday accommodation properties in a good state of repair, guests are reminded that they are solely responsible for the safety and well-being of children at the property. Please supervise carefully, always taking into consideration fencing, pools, stairs, verandahs, balconies and cleaning chemicals.

Number of Guests

The maximum number of guests allowed is specified in the property details. A full guest list must be provided and must not exceed the maximum allowed. Tents, caravans and other

structures are not to be erected or occupied at the property. If additional guests stay, extra charges may apply or the agreement may be terminated immediately without refund.

Noise, Parties & Functions

There is a zero tolerance policy for parties and functions. Breach of this condition may lead to immediate termination and eviction without refund of the balance of your rental or security bond and extra charges for after hours attendance, security, cleaning, garbage removal, wear and tear, repairs etc. Additionally, Government bodies and Councils have strict short-term holiday letting regulations and will prosecute parties in breach of those regulations.

There is to be no disturbing noise from 10pm to 8am with no excessive noise at any other time. A \$100 call out fee will be charged for each concierge callout. A private security callout involves two private security personal for a minimum of 4 hours each.

Please contact our staff if you have any concerns or questions. We do not wish to prevent our guests from enjoying a relaxing holiday and understand that most people are responsible and respectful and simply wish to unwind and have an enjoyable holiday. However, these rules are necessary in order to protect the property and the quiet enjoyment of the neighbours.

Good Neighbour Policy

Holiday accommodation properties are privately owned homes located in residential areas. Disturbance to neighbours, including excessive noise, is prohibited and may result in termination and eviction without refund and extra charges may be made for security and other expenses.

Purpose

The property is to be used for short-term residential accommodation only. The property may not be used for any commercial purpose, wedding, party, gathering or any other function.

Recreational Activities

Under no circumstances are the following activities permitted at any of our properties: motorbikes, dirt bikes and quad bikes, use of firearms or air rifles or fireworks.

Criminal Activity

Criminal activity at the property is prohibited and may result in fines or prosecutions and the immediate termination of your rental without refund of the balance or the security bond. This extends to use of the Internet for criminal activity. We will cooperate with any investigation of alleged criminal activity at the property during your stay.

What to Bring

Basic kitchen provisions/condiments and toiletries are provided. You should bring food, drinks, sun protection and clothing.

Linen & Towels

We supply linen, pillows, blankets and bath towels, which must be left where supplied on departure.

Parking

Vehicles must only be parked in designated parking spaces on the property. Cars, bikes or other vehicles are not to be parked on lawns or garden areas under any circumstances.

Pets

Pets are not allowed, unless specifically provided for in the agreement. If the property agreement allows pets, the guests are responsible for cleaning up after their pets both within and outside the property and for any damage they cause. A barking or aggressive dog will not be tolerated under any circumstances and may result in the termination of your booking without refund. Pets are not allowed on furniture at any time. Any evidence of pets on furniture may incur extra cleaning fees and fumigation fees.

Security

It is the responsibility of the guests to lock the property whenever they leave it unattended.

Smoking

Smoking is not permitted inside the property. Outdoor smokers must dispose of cigarette butts in the garbage bins provided. Cigarette butts discarded into garden beds may incur an additional charge for cleaning. If there is evidence of smoking inside the property, including a smoke odour, you will be charged for additional cleaning we judge to be required. This may include curtains, carpets, soft furnishings and air-conditioning sterilization etc.

Fire Alarm Call Out

All properties are fitted with smoke alarms. Please ensure that sufficient ventilation is provided when cooking. If the fire brigade is called to the property due to accidental/unwanted alarm activation, there is a \$1100 charge which will be payable by the guests.

Telephone and Internet

Telephone and Internet availability varies from property to property. Unless specifically stated in the property details, telephone and Internet access is not available at the property. Please ask us for confirmation.

Cleaning & Maintenance

An ingoing clean of the property will be done before the start of the booking. In the unlikely event that the property requires further housekeeping or there is a maintenance issue, please advise your Concierge immediately so that they can arrange rectification as soon as possible. A professional clean will be done on check-out and the cost is included in your total booking amount as detailed in the rates for each property. This includes general

cleaning and linen only. There will be additional cleaning charges if the property is left excessively unclean. Extra cleaning services during your stay can be arranged for an additional fee.

Breakdowns & Repairs

Every effort is made to ensure that all equipment at the property is in working order. In the event of a breakdown or malfunction, you must advise us immediately and we will make arrangements for repair. You must allow repair/service access to the property during reasonable hours. Raine & Horne Avalon Palm Beach accepts no responsibility for any inconvenience due to machinery or appliance breakdown. We do not refund for problems such as, but not limited to, plumbing, electrical, television or Wi-Fi not working, light globes out, any appliances or pool/spa not working, blackouts etc.

Damage & Breakages

Every effort is made to ensure a full inventory of glassware, china etc. is available at the property. Please advise any breakages or damage immediately so that replacements and repairs can be arranged.

BBQ

Gas bottles are provided for BBQs. Please contact your concierge if a replacement is needed. The BBQ must be left clean after use.

Rubbish

All rubbish must be placed in the council rubbish and recycling bins and put out ready for collection on the designated days during your stay and before departure at the end of your stay. Failure to do so will incur a \$55 charge. There is provision for rubbish in the household bins only. The guest should take any excess rubbish that does not fit in the provided bins when they leave. If additional rubbish is left behind we will organise our contractor to collect and dispose of it at the guest's expense. Alternatively, the guest can engage our contractor directly before departure. Please contact your concierge for further details if required.

Wildlife

Wildlife is a feature of the area. Possums, brush turkeys, birds, lizards, spiders or insects may visit the property. We recommend that screen doors be kept closed and that no food is left out in order to discourage unwanted visitors.

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.

Departure Responsibilities

Guests should take care of the property as if it was their own. The property must be left in a clean and tidy condition. Before departure, all food must be removed from fridges, the

dishwasher emptied, all crockery washed and put away. The refrigerator, oven/griller, microwave and BBQ must be clean. Lights, appliances and air conditioning must be turned off. All furniture and furnishings must be left in the position they were in when you arrived. The property should be vacated on time and secured. All windows and doors are to be locked. All keys and remotes must be returned.

Extra cleaning charges may be incurred for the cleaning of dirty dishes, washing machine, dishwasher, emptying the fridge, removal of excessive rubbish etc.

Personal Property

Please ensure you take all personal belongings with you on departure. Should you request any lost property be sent to you after your departure, this will be sent on payment of the postage/courier charges and a \$50 fee for our time in arranging, collecting and forwarding the item back to you. Lost property not claimed within 14 days will be disposed of.

Concierge and After Hours Assistance

Your Concierge will assist you with check-ins and can offer advice at this time or by phone when required. Your concierge is also on call for urgent after hours assistance. A call out fee may apply in these circumstances. Please be considerate and limit calls in the evenings and on weekends to emergency issues.

The property is not serviced, except as provided for in the agreement and these Terms and Conditions. Your concierge may assist with additional services as shown on our website at an extra charge.

Disclaimer (Limited Liability/Indemnity)

Raine & Horne Avalon Palm Beach, the owner and their respective employees and agents, take no responsibility for loss or damage of any property, or personal injury or death, of any occupant, guest or invitee of any such occupant and they each exclude all liability to the maximum extent permitted by law. Raine & Horne Avalon Palm Beach does not accept liability for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or any other authorities, accidents, theft to or failure of machinery or equipment or industrial action. The guests acknowledge and agree that the property owner and Raine & Horne Avalon Palm Beach will not be held responsible nor liable for any injury or loss suffered by the occupants, their invitees or guests whatsoever or howsoever caused whilst they are in occupancy of the accommodation due to their failure to comply with the Terms and Conditions or House Rules or due to negligence on their part or as a result of insects or wildlife in or around the property.

Acceptance

Payment of the Deposit constitutes acceptance of these Terms & Conditions. You and each occupant are understood to have read and accepted these Terms and Conditions. You acknowledge that the agreement terminates upon your final departure from the property, that

any rental monies collected will be held in our Trust Account until termination after which they will be paid to the owner of the property, less commissions and fees.

Guest : _____

Signature : _____

Property : _____

Booking Date : _____

Please complete the above details and sign and date to acknowledge your agreement to these Terms and Conditions and email to holidays@apb.rh.com.au when transferring your deposit.

Security Bond Refund Bank Account Details:

Account Name : _____

Bank Name : _____

BSB : _____ Account # : _____

SWIFT Number: _____

If it is an international account, please provide the bank address and your mailing address in addition to the SWIFT number.