

Terms and Conditions – Coffs Coast Accommodation

APPLICABLE TO ALL BOOKINGS

Subject to meeting all requirements set by Coffs Coast Accommodation, you can make a booking enquiry on the Coffs Coast Accommodation platform through the reservation system. All applicable fees, including listing fee, security bond, service fee, any applicable taxes (collectively, 'Total Fees') shall be confirmed by email before booking the property. You further agree to pay the Total Fees for any booking. This Terms and Agreement document replaces all previous versions and is applicable to all guests.

1. BOOKING AND CANCELLATIONS

(a) DIRECT BOOKINGS

- (i) To book a property directly with Coffs Coast Accommodation, we require that you pay an initial deposit of 50% of the full booking tariff. If you have not already organised payment with us, your balance payment will be processed automatically 30 days before your arrival. If we are unable to process the outstanding payment or you fail to make a payment due to us in full and on time, we will treat your booking as cancelled by you.
- (ii) If your booking is for a period longer than 42 days, we will split your booking into two or more instalment payments. A payment of 50% of the first instalment due as deposit and the balance of the first instalment due 30 days before your arrival. You authorise us to automatically process each subsequent payment as and when it is due.
- (iii) If you make a booking within 30 days from your specified arrival date, you must pay the full amount (or full first instalment payment for reservations over 42 days) at the time of booking.
- (iv) Once we have received the initial deposit or full payment, you will receive an email confirming your reservation. The contract between us will commence on receipt of your payment. Receipt of a confirmation email and is subject to the following booking conditions.
- (v) Payment of the deposit constitutes your acknowledgement and acceptance of the se Terms and Conditions. You should carefully check the details of your booking before making any payment, as well as the confirmation email after payment, and inform us immediately of any errors or omissions.

Note: If you are arranging a booking on behalf of additional guests, you are required to ensure that every other guest meets all requirements and standards as set by Coffs Coast Accommodation. All guests should be made aware and agree to these Terms and Conditions, including all rules and restrictions outlined below before booking the property.

(b) CANCELLATION AND AMENDMENTS – IF CAUSED BY YOU

- (i) If you need to cancel or amend your booking, please notify us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation in writing or via email from you.
- (ii) If you cancel your booking 180 days prior to your arrival or earlier, we will refund your deposit immediately, minus a \$150 administration fee.
- (iii) If you cancel your booking between 180 and 60 days prior to your arrival, the cancellation cost will be 50% of the booking. You will, therefore, not be refunded your deposit payment.
- (iv) If you cancel your reservation 60 days or less before your arrival, the cancellation cost will be 100% of the booking. As you will have already paid the balance payment, no payments will be refunded, and we reserve the right to process the outstanding payment due. We always recommend you take out travel insurance to cover any unforeseen last-minute cancellations.

(c) CANCELLATIONS AND AMENDMENTS – IF CAUSED BY US

- (i) Coffs Coast Accommodation will make every effort to ensure the property is available as booked. However, Coffs Coast Accommodation reserve the right to make alterations to bookings due to unforeseen circumstances (e.g. fire, flood, structural damage). We would not expect to have to make any changes to your booking, but sometimes problems occur, and we may have to make alterations or, very occasionally, cancel reservations.
- (ii) If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking. If we cancel your booking, we will refund you any fees you have already paid to us. However, we will not be liable to compensate you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, costs for travel, entertainment, activities or insurance).

(d) COVID-19 CANCELLATION POLICY

Cancellation due to published government orders, including a state of emergency preventing travel to the property will be given a refund less the rate of one night's accommodation, with a minimum of 48 hours' notice of cancellation.

Cancellations due to COVID-19 restrictions or extenuating circumstances within 48 hours will be subject to our normal cancellation policy, where the cancellation cost will be 100% of the booking. As you will have already paid the balance payment, no payments will be refunded, and we reserve the right to process the outstanding payment due.

No refund will be granted if you or any person in your booking cannot travel due to contracting COVID, as this is a medical issue.

We always recommend you take out travel insurance to cover any unforeseen restrictions to travel.

(e) BOOKINGS THROUGH ONLINE TRAVEL AGENCIES (OTAS)

Where payments are made by the guest directly to the OTA, payment and cancellation policies will be as stated within the OTA.

2. FEES AND CHARGES

(a) You agree to pay the accommodation fees as set out in the booking summary without deduction. You also agree to discharge the cost of any damage to the property or contents and to pay any fees relating to overstaying or breach of house rules.

(b) By accepting these terms you agree to pay the accommodation fees in full, and you authorise Coffs Coast Accommodation, to collect the total amount referred to in the booking summary immediately unless your booking falls under the conditions set out in OTA payments. No-shows will be responsible for the entire accommodation fees for the booking (and you authorise Coffs Coast Accommodation to deduct such sums from the credit or debit card details which you supplied when making the booking).

(c) All transactions are processed in Australian Dollars.

(d) Coffs Coast Accommodation will collect all fees and charges, (aside from OTA bookings).

(e) A 3.3% booking fee applies to all bookings.

(f) Coffs Coast Accommodation does not charge GST on tariffs.

3. CHECK-IN

All properties are available for check-in no earlier than 3 pm on the day of arrival, with the exception of Barelle Beach House and Mont Sapphire Luxury Estate which have a check in no earlier than 4 pm. You must vacate no later than 10 am on the date of check out unless prior arrangements have been made and agreed to in writing before your stay commences.

4. CHECK-OUT

Your check-out time is as stated in the booking summary. Unless you have agreed to a late check-out with Coffs Coast Accommodation or a further period of occupation, then you will be liable for an additional full day's accommodation fee per day (or part thereof) for any unauthorised overstaying. On back to back departure days (other guests checking in), should our cleaners arrive at the property to find you have not vacated, we will take action to remove your effects. We will charge you for their time. Should our cleaners arrive after your check-out time and you refuse to leave, we will dispatch security staff to evict you, and you will be liable for the costs.

5. SAFETY AND CONDUCT

(a) You have primary responsibility for your own safety during your stay with Coffs Coast Accommodation. You must read any fire or health & safety guidance included in the Guest App for your property.

(b) If you become aware of anything during your stay, which you believe is a health & safety risk you must inform Coffs Coast Accommodation immediately.

(c) You must comply with the House Rules, and any community or strata regulations and any reasonable directions of Coffs Coast Accommodation. We will highlight rules particular to a property in the compendium.

(d) Maximum Persons: Number of Guests, including visitors, should not exceed the number stated on the Confirmation Notice or subsequently agreed in writing or email. A charge of \$500 per night will apply for excess persons at the property AT ANY TIME not agreed with the owners in advance and may result in immediate termination of the lease.

Each of our properties has a maximum number of guests allowed and each guest must be registered on the booking as per our terms and conditions. The number of maximum guests allowed to occupy each property at any one time is as per the listing.

6. CLEANING

The total booking fee includes a standard clean. Charges will apply when the property is left in an unreasonable condition, such condition considered at the absolute discretion of Coffs Coast Accommodation. For instance:

- Dirty dishes and unemptied dishwasher
- Rubbish not removed from the property and disposed of in the outside bins
- Soiled or stained bed covers, rugs, upholstery etcetera
- Lost or damaged remote controls

- Misplaced keys
- Excessive handprints and or marks on walls/glass

Please do not wash and towels or linen, as our cleaners will remove these items from the property when they clean.

7. EVENTS

We prohibit weddings, functions, and parties in all properties listed on Coffs Coast Accommodation unless you have received written consent prior to the event approving the nature of the event and number of allowable guests. Any breach of this term will result in immediate termination and eviction without refund. We will apply additional charges for security, cleaning, rubbish removal, willful damage and repairs against your Security Bond. Specific laws, such as the minimum legal drinking age shall also apply and may be enforced by law enforcement officials if called to attend the premises.

8. NOISE AND BEHAVIOUR

In addition to complying with the House Rules and all reasonable directions you also agree that you will:

- (i) not do or permit to be done in or to the property anything which is or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to Coffs Coast Accommodation any of its guests, or neighbouring properties, including (but not limited to) playing loud music or musical instruments, shouting entertaining in the property;
- (ii) not conduct any illegal or immoral activity in the property;
- (iv) not conduct any business or commercial activity whatsoever from the property;
- (v) not make any alteration or addition whatsoever to the property or its contents;
- (vi) not use the property for any commercial or media ventures without prior approval.
- (vii) not have any gathering of more people in the property without prior written consent from Coffs Coast Accommodation;
- (viii) not use the property for any purpose other than for personal accommodation.

Coffs Coast Accommodation reserve the right to access the property during your stay, with or without your consent, for any matter deemed of operational necessity.

9. DAMAGE AND REPAIRS

- (a) You must notify Coffs Coast Accommodation of any damage to the property, contents, fixtures or fittings which occurs during your stay, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault.
- (b) If you do not notify Coffs Coast Accommodation of any such damage, you will be fully liable for such damage on a full replacement basis.
- (c) Any deductions for property damage will be taken from the credit or debit card details you have supplied for payment of the security bond. For the avoidance of any doubt, you will be liable for the full amount of any damage and not just the amount of the security bond.
- (d) If any key or remote to the property is not returned upon check-out, you will be charged for changing all related barrels and a full set of new keys.

10. STATE OF PROPERTY

- (a) We will endeavour to ensure that all appliances etc. in the property are working properly, there is no damage to the property, and the property is spotlessly clean.
- (b) If you notify us of a faulty appliance, the property is not clean, or if something is wrong with the property, we will take all reasonable steps to have the fault corrected as soon as possible. Where you notify us after hours, we will endeavour to have the fault corrected as soon as possible on the recommencement of business hours.
- (c) The existence of a faulty appliance or another issue with the property will not entitle you to any discount on the booking fee.
- (d) In the instance you are booking an apartment, please note, we do not control maintenance in the building in which the property is located. In the event of a fault in the common area, e.g., the lift not working or there is no hot water, we will notify the body corporate of the fault immediately. However, the existence of the fault will not entitle you to any discount on the booking fee. We assure you that all our apartments are in quality buildings and that common area faults are always attended to by the body corporate promptly.
- (e) Scheduled and Unscheduled Maintenance, Trades and Repairs: We arrange regular maintenance and repairs on all properties. Where possible we try to arrange these services outside of bookings, however during busy periods, or for circumstances outside of our control, this is not possible. You agree to allow repair and maintenance services during your stay. Examples of these types of services may include but are not limited to, pool cleaning and maintenance, garden maintenance and lawn mowing, electrical repairs, appliance repairs and replacement, and other services. If you refuse a service that has been booked as scheduled or unscheduled during your stay, you agree that you are liable to pay the service call out fee.

11. SECURITY BOND

Before your arrival, Coffs Coast Accommodation will pre-authorise a security deposit payment of \$2000 or \$1500 for our luxury properties, or \$1000 for our family-friendly properties using the credit card provided.

To bring your pet to Pet Friendly properties, there is an additional bond of \$500.

The Security Bond will be credited to your card within seven days following your departure, less any deductions per the conditions listed below. Once the property has been inspected and considered, at the absolute discretion of Coffs Coast Accommodation, to be in the same condition as when you arrived.

Compensation for damage, loss or theft, any excess cleaning that may be necessary after your stay or payment of penalties for overstaying or breach of house rules or for any other breaches of these Terms & Conditions, will be applied against the Bond. Coffs Coast Accommodation will be entitled to make further deductions from this credit or debit card over and above the pre-authorisation should such charges be required. Furthermore, should the cost of repairs or replacement caused by damage exceeds the amount of the Bond or the credit available, Coffs Coast Accommodation has the right to pursue you for the entire amount plus expenses.

In the unlikely event, a property sustains an insurance event that precludes the availability of a property, the owners of the booked property reserve the right to alter or amend any scheduled reservation before the check-in date. We will offer you the opportunity to rebook another property if available, rebook alternate dates or be provided with a full refund.

Please refer to the annexure in this document for the Security Bond Agreement.

12. PETS

Pets are permitted at our Pet Friendly properties only by prior arrangement with the management of Coffs Coast Accommodation via payment of a Pet Fee on our guest interface DUVE. A Pet Fee of \$100 plus GST, is applicable per pet, per booking. There is also the additional Pet Bond of \$500. Upon confirmation of your booking, you will receive a link to DUVE, where you can select to bring your pet and pay the fee. Pet friendly properties are those listed on the Coffs Accommodation website, under the Pet Friendly listings.

The following properties are Pet Friendly by Consideration, meaning you must inform us of your pet's breed for consideration, we will then advise you if allowable:

- The Outlook at Sapphire
- Paramount on Jarrett

13. LIABILITY AND CLAIMS

To the extent permitted by law:

- (a) It is your responsibility to obtain suitable travel insurance to cover the booking costs in the event of unforeseen circumstances (for instance the cancellation of the booking). It is your responsibility as the guest to ensure that the insurance purchased is adequate and appropriate for your particular needs.
- (b) Coffs Coast Accommodation will not be liable to you for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this agreement, the accommodation or the rental (whether such loss arises as a result of Coffs Coast Accommodation's negligence or otherwise).
- (c) Coffs Coast Accommodation's liability for all losses (with the exception of personal injury or death arising as a result of negligence) will be limited to the cost of obtaining replacement accommodation for the agreed Licence Period or the amount of the accommodation fees and charges payable by you, whichever is the higher amount.
- (d) Nothing in this clause limits or excludes the liability of Coffs Coast Accommodation for death or personal injury arising as a result of their negligence or the negligence of their agents or employees.
- (e) Neither Coffs Coast Accommodation nor any other party involved in creating, producing, or delivering the Coffs Coast Accommodation platform and/or the properties for letting will be liable for any damage to your personal property or belongings, service interruption or system failure or any damages of a personal nature including, but not limited to physical injury, emotional distress or any other medical episode arising out of the use of the Coffs Coast Accommodation platform and/or properties.

12. GENERAL

- (a) You agree that you have the power to enter into this License.
- (b) You will not be entitled to withhold by way of set-off, deduction or counterclaim any amounts which you owe to Coffs Coast Accommodation against any amounts that may be owed to you.
- (c) Coffs Coast Accommodation will be entitled to sub-contract or delegate their obligations under this agreement.
- (d) Coffs Coast Accommodation would not be liable to you or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations if the delay or failure was due to any cause beyond its reasonable control.

(e) These terms and the Booking Summary represent the entire Agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.

(f) The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a Court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid, the remaining provisions of these terms shall remain in full force and effect.

(g) These conditions are governed by and construed in accordance with the laws of the State in which the accommodation is located. You agree to submit to the exclusive jurisdiction of the Courts of that State.

(h) If you breach these terms and conditions and Coffs Coast Accommodation decides to take no action or neglects to do so, then Coffs Coast Accommodation **will still be entitled to take action and enforce their rights and remedies for any other breach.**

13. FEEDBACK

Coffs Coast Accommodation welcomes your feedback, comments and suggestions for improvements. You may submit feedback by emailing us through the "Contact Us" section of the Coffs Coast Accommodation website or by other means of communication.

Any feedback about Coffs Coast Accommodation will be considered non-confidential and non-proprietary to you. By submitting feedback to us, you grant us a non-exclusive, worldwide, royalty-free, non-binding, sub-licensable, continuous license to use and publish your ideas and materials for any purpose, without compensation to you.

14. DISPUTES

Coffs Coast Accommodation is committed to providing exceptional service to our customers, so if you have a concern or dispute, please contact us by email at monique@coffscoastaccommodation.com.au. If you wish to make a complaint about the Coffs Coast Accommodation Terms and Conditions, we will examine the claim and endeavour to respond within 14 business days.

If we are not able to resolve your dispute regarding the Terms and Conditions, as outlined above, within 60 days, you may seek relief through a third party and or other means.

If you have any questions about these Terms and Conditions, please email us at monique@coffscoastaccommodation.com.au.

Annexure:

Coffs Coast
accommodation

SECURITY BOND and RENTAL CONDITIONS

This agreement is between you "The Tenant" and the property manager Monique Fitzgerald of "Coffs Coast Accommodation". This agreement must be signed prior accommodation commencement.

A Security Bond is required to be paid by you prior to check in and may be used to cover incidental items such as (but not limited to): any breakages or damage incurred during your stay and cleaning charges in excess of the normal level of cleaning. We process all credit cards prior to your arrival, the bond will be released seven days after your departure. Please note for bookings made on third party booking platforms, your bond will be returned in accordance with their policies.

Security Bond Amounts per Property:

Property	Security Bond amount in \$AUD
Barellen Beach House	\$2000
Liapari Beach House	\$1500
The Outlook at Sapphire	\$1500
Beachfront #12	\$1500
Zephyr on Sapphire	\$1500
Sundecks	\$1500
Amalfi Coffs Harbour	\$1500
Misty Hills House	\$1500

The Cowrie House	\$1500
Figtree on First	\$1500
Emily House	\$1500
Penthouse 3804	\$1000
Villa Provence	\$1000
Vista Isola	\$1500
Zaffiro Beach House	\$1000
Jetty Hideaway	\$1000
Beachfront by the CC	\$1000
Captain's Quarter - Entire House	\$1000
Captain's Quarters - Lido Deck	\$1000
Captain's Quarters - Panorama Deck	\$1000
Sea Pine at Sawtell	\$1000
Sea Pine Studio	\$500
Retro Retreat	\$1000
The Sandon @ Diggers Beach	\$1000
Ocean Breeze Townhouse	\$1000
Waves Apartment	\$1000
Studio @ #OMG	\$500
Villa #OMG and Zen Deck	\$1000
Sea Pine Studio	\$500
Waves at Sapphire	\$500
Sea Pine Studio	\$500
Salt at Sapphire	\$500
Lumiere	\$1500
Marilyn's	\$1000
Laura's Beach House	\$1000
Paramount on Jarrett	\$1000
Additional Pet Bond If Bringing a Pet (Pet Friendly Properties only)	\$500

The bond in the amount specified above will be deducted from the credit card provided by you. The charge will affect your available funds balance. Once the bond has been processed, we do not release, remove or lower the amount, until we determine if any charges are applicable as per the rental conditions set out below:

1. Check Out Time: Check out time is 10am unless otherwise agreed. A late departure will be charged at \$100 per hour.

2. Cleaning: Your tariff is inclusive of a standard clean after your departure, however, should additional cleaning (above a standard clean) be deemed necessary by Coffs Coast Accommodation or our cleaners, then the additional cleaning charges will be deducted from your Bond.

Charges will be deducted from your Bond if the accommodation is left in an unreasonable condition, which includes:

- Smoking inside the property
- Dirty dishes and un-emptied dishwasher
- Dirty stove and oven
- Kitchen drawers and cupboards left untidy
- BBQ not cleaned after use
- Rubbish not removed from the house and disposed of in the outside bins
- Excessive rubbish left at the outside bins (more than one large general rubbish and one recycling bin)
- Soiled or stained bed covers, rugs, carpet, upholstery, furniture and walls
- Excessive hand marks on windows or pool fences
- Lost or damaged remote controls and misplaced keys

3. Damage: The tenant assumes all liability for damage of home and contents within the term of their tenancy. Any breakages or damage to the accommodation, its fittings or facilities will be charged to the guest at replacement/repair cost plus 10%.

4. Loss of Income caused by Damage: If the property is damaged to the extent it cannot be rented out, the tenant is liable for loss of income until the damage can be restored.

5. Maximum Persons: Number of Guests, including visitors, should not exceed the number stated on the Confirmation Notice or subsequently agreed in writing or email. A charge of \$500 per night will apply for excess persons at the property AT ANY TIME not agreed with the owners in advance and may result in immediate termination of the lease.

6. Behaviour: We love to see our guests enjoy themselves. However, you are expected to behave in a respectful manner. Our holiday homes are located within residential areas and we wish minimal impact to neighbouring properties. We do not permit parties and the like, loud music, fireworks, unlawful acts and general anti-social behaviour. Violation of this will be addressed and your lease will be cancelled immediately without refund of the Bond and without refund of your remaining tariff. You will be asked to vacate the property immediately, and your alternate accommodation will have to be arranged by you at your own cost.

7. Noise: So as not to disturb neighbours, you agree to abide by the NSW legislation regarding quiet time; Before 8 am and after midnight on any Friday, Saturday or the day before a public holiday. Before 8am and after 10 pm on any other day.

8. Complaints to Council or Neighbours: If Coffs Coast Accommodation must respond to a noise or other complaint made to council or neighbours, the administrative fees incurred will be charged against the bond. We reserve the right to retain the entire bond until the matter is resolved. If we lose the right to rent the property as a short-term holiday let due to complaints received, we reserve the right to pursue the tenant in court for the loss of rental income.

9. Condition of Property: We do our best to ensure that equipment and items in our properties are in good and working condition by conducting regular audits. If for unforeseen reasons, items are not in working order or there is a failure during your stay, we will do our best to rectify the issue in a reasonable timeframe. Reduction of tariff or refunds are only offered for circumstances deemed as a major failure.

10. Scheduled and Unscheduled Maintenance, Trades and Repairs: We arrange regular maintenance and repairs on all properties. Where possible we try to arrange these services outside of bookings, however during busy periods, or for circumstances outside of our control, this is not possible. You agree to allow repair and maintenance services during your stay. Examples of these types of services may include but are not limited to, pool cleaning and maintenance, garden maintenance and lawn mowing, electrical repairs, appliance repairs and replacement, and other services. If you refuse a service that has been booked as scheduled or unscheduled during your stay, you agree that you are liable to pay the service call out fee.

A charge of \$500 (Five Hundred Dollars), \$1000 (One thousand dollars), \$1500 (Fifteen hundred dollars) or \$2000 (Two thousand dollars), and Pet Bond (if applicable) of \$500 (Five hundred dollars) as set out in the Security Bond Amounts above, will be processed prior to your stay.

You agree to the above conditions and authorise charges to credit card (details supplied) for damages, the above terms and unpaid expenses as deemed by Monique Fitzgerald of Coffs Coast Accommodation.