

## HOLIDAY RENTAL AGREEMENT FOR TRELAWNEY BEACH HOUSE: TERMS & CONDITIONS

Your agreement is with Owners (“we”, “us” and “our” in these Terms and Conditions) for the property known as Trelawney Beach House. References to “you” or “your” are references to the person making the booking and all members of the holiday party staying at the Property.

These Terms and Conditions form the basis of your agreement with us so please read them carefully. Nothing in these Terms and Conditions affects your normal statutory rights under Australian law.

### 1. Making your booking

When you book the Property with us, payment and confirmation of your booking constitutes agreement to the Terms and Conditions.

If you have been quoted for and have indicated the number of persons staying in your party, please note that any extra persons, including any children, who stay at the Property, will incur an extra fee and charge if they were not included in the original requested quote. If you exceed the maximum number of 12 persons staying on the Property, we reserve the right to retain your Security Deposit in full and this Agreement may be terminated without refund.

When the booking and payment have been received and accepted by us, we will issue you with our written confirmation. Any binding agreement between us will only be formed when we send you our written confirmation and it is subject to the Terms and Conditions of this agreement. We reserve the right to refuse any booking prior to the issue of our written confirmation. If we do this we will promptly refund any money you have paid to us. If you breach any of these Terms and Conditions, we reserve the right to cancel your booking and retain the deposit.

You should carefully check the details of our written confirmation and inform us immediately of any errors or omissions.

Your booking is made as a holiday rental tenant for the purpose of a holiday and you acknowledge that no liability can be accepted for any business or other losses howsoever suffered or incurred by you.

### 2. Paying for your booking

You are required to send to us your payment for the full amount of the Rental and the Security Deposit as set out in our written confirmation. If you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

The full payment is to secure your booking and is refundable at our discretion. If we are able to rebook the Property for some or all of the period of your booking, it is at our discretion to refund all or any part of your payment, but we are, in any event, not obliged to if we are unable to re-book the Property.

We will hold the Security Deposit to be applied against the reasonable cleaning and/or repair and/or replacement of the property, furnishings, fixtures, fittings, facilities and supplied equipment. We will return the Security Deposit to you within 7 days after departure, less any deductions in accordance with the Terms and Conditions of this rental property. This includes any individual requirements, which may be notified from time to time in the Property. If any damage, cleaning, repairs, or replacements incur a cost greater than that of the security deposit held, you may be held liable for additional costs.

All payments of the amounts due must be net of any bank or other transaction charges.

### 3. If you cancel or amend your booking

If you need to cancel or amend your booking you must telephone us on the number shown on our written confirmation as soon as possible or contact us on the email address we provide to you.

You will also be required to confirm your cancellation in writing or by email to the addresses shown on our written confirmation. A cancellation will not take effect until we receive written confirmation from you.

If you cancel your booking more than eight weeks prior to the Arrival Date, we will retain the Initial Deposit and refund the balance of any money you have paid to us (such as any cleaning fees and security damage deposit).

If you cancel your booking less than eight weeks prior to the Arrival Date, we reserve the right to retain the Initial Deposit and the Final Rental Amount, and refund the balance of any money you have paid to us. In these circumstances we will refund the Final Rental Amount (less any additional costs incurred) to you if we are able to secure an alternative booking for the Property for the same rental period. Any other arrangement is at the Owner's discretion.

### 4. If we cancel or amend your booking

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very occasionally cancel bookings due to unforeseen circumstances (e.g. fire, damage, etc.).

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 and, if it is necessary to cancel your booking, we will refund the balance of any money you have paid us.

### 5. Your accommodation

You can arrive at your accommodation after the Check in time on the Arrival Date of your holiday and you must leave by the Check out time on the Departure Date unless arranged otherwise with our Manager. If have not arranged a late check out with the Manager and are late leaving, a late fee may be charged and taken out of your Security Deposit according to the timing of your departure. This fee charged

is at the discretion of the Manager and is done to ensure the property is ready and available for the next arriving guest.

If your arrival will be delayed, you must contact the person whose details are given on our booking confirmation as Manager, to ensure that alternative arrangements can be made directly. If you fail to do so you may not be able to gain access to the Property. If you fail to arrive by midday on the day after the Arrival Date and you do not advise the Manager of your anticipated late arrival we may treat the booking as having been cancelled by you.

You also agree to provide a copy of your credit card and passport or drivers license details where requested to the Manager prior to arrival.

You acknowledge that you have been informed that there are security cameras and noise detection devices on the property. These are there for the security of the property and guests, and monitor the entrances of the property. They do not take footage of inside the house. Footage can be reviewed by the owners and police in the case of an incident.

## 6. Your obligations

**Compliance with terms:** You agree to comply with the terms of rental herein and any other terms reasonably made from time to time and notified to you. You are responsible to ensure that all members of your party, as well as any visitors to the Property, observe these terms. You are responsible for all visitors and guests you permit to enter the Property and for any damage they may cause.

You agree to abide by the Mornington Peninsula Short Stay Rental Accommodation Local Law 2018 and Code of Conduct which can be found here:

<https://www.mornpen.vic.gov.au/files/assets/public/new-website-documents/about-us/laws-amp-regulations/short-stay-rental-accommodation-local-law-2018-adopted-24-april-2018.pdf>

The Code of Conduct is listed at the end of this document.

**Condition of property:** You agree to keep and leave the Property and the facilities, furnishings, kitchen equipment, crockery, glasses, bedding and towels, supplied equipment including but not limited to bicycles, electric bicycles, beach equipment, pool equipment etc, clean and in good condition. You also agree to ensure all electrical equipment and white goods are left clean and in good condition. Any issues with any contents in the Property must be notified immediately to the Manager so that we may rectify any damage or any breakage.

You agree not to cause any damage to the walls, doors, carpets or windows of the Property, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

The property is non-smoking inside, and pet free throughout, and you are asked to abide by these requirements strictly. Otherwise we may require additional

payment for any cleaning of furniture, walls, carpets etc in order to extinguish any damage caused by either the smokers or pets.

Any lost or damaged keys, key cards, remote controls or other items incur fees as listed above and other smaller damaged items unlisted are at the discretion of the Manager.

General: You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

We are not liable for any injury or loss that you or any of your invited guests may sustain while you staying at our Property.

You are not permitted to allow more people to stay in the Property than expressly authorised, nor can you significantly change the makeup of the party during your stay in the Property. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

Departure: You agree to leave the Property no later than the specified Check Out time on your departure date. Late departure is subject to prior arrangement and availability and will incur extra charges.

We ask that you leave the Property clean, tidy, dishes cleaned and put away and garbage taken out etc. Should you leave the Property in a state that requires additional cleaning, or rubbish removal, this cost will be taken out of your Security Deposit.

We also ask that you secure the Property and ensure you close and lock all windows and doors before leaving.

Children: Please note that children under the age of 3 years old are not permitted to stay. Age restrictions sometimes apply to a Property when it is not equipped nor is it an appropriate or suitable rental for young children due to the number of hazardous objects or because there are no provisions for small children. Should there be an age restriction specified and should you have any visitors with young children, we ask that they be well supervised.

Noise: We would also ask that you consider your neighbours and not have loud music or parties that may disturb others nearby. If complaints are made about 'excessive' noise or noise after 11pm, or security or police enforcement are called or if neighbours are continuously disturbed, we may ask you to leave and treat this as a cancellation and breach of the Terms and Conditions of this Agreement. You will not receive a refund and extra charges may be applied for security and other expenses. A Security Firm monitors guest behaviour according to the Local Law and acts on our behalf on any matters of disturbance. Any call out fee generated by neighbour complaints and/or guest misconduct will be charged to you. Further specific requirements regarding noise limits and times are outlined in the Mornington Peninsula Shire Council Code of Conduct below and must be adhered to.

Pets: Pets are not permitted.

Departure cleaning: Before departure, all food must be removed from refrigerators, rubbish put outside in the bins provided and all crockery and cutlery washed and packed away. The Property must be left in a clean and tidy condition.

Should the Property be left in a condition which requires extra attention by our cleaners, including emptying refrigerators, removal of rubbish, washing dishes, emptying dishwasher, more than one load of laundry (excluding sheets on beds), we will charge you an additional fee, deducted from your Security Deposit.

Repairs: We hope you will advise us immediately of any repairs, damage or breakages that may have arisen or where repairs need to be made as soon as possible. You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs.

Security deposit: Your Security Deposit will be refunded within 7 days of your departure to your nominated account provided that you have not caused damage, stained, broken or there are any missing items noted by the Manager after their inspection. Your deposit will be refunded in full provided there is no damage to:

- Property or furnishings, facilities or equipment
- Dirt or other mess, laundry, garbage which requires additional cleaning
- Lost or damaged items, including keys, remote control, walls or carpets, bicycles, including electric bicycles, any other equipment or items provided by the hosts for use by the guests inside or outside the property including but not limited to beach equipment and pool equipment. Any other cost incurred by Owners due to Holiday renter's stay.

## 7. Any complaints or problems

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

It is essential that you contact the Manager if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified.

If any complaint or issue cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of your stay.

## 8. Governing law

This Rental Agreement between you and us is governed by the laws of Australia and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of the State or Territory of Australia as nominated above.

## MORNINGTON PENINSULA SHIRE COUNCIL CODE OF CONDUCT

Mornington Peninsula Shire Council stipulates the following Code of Conduct must be presented to, and abided by, all guests staying at short term holiday rental accommodation. This is a by law of council and fines apply for guests who do not adhere to the code of conduct.

### Short Stay Rental Accommodation

#### Important Visitor Information

Welcome to the beautiful Mornington Peninsula, we sincerely hope you enjoy your stay. This property is registered under the Mornington Peninsula Shire Short Stay Rental Accommodation Local Law. Guests of this property must ensure they read and follow the requirements of the Code of Conduct during their stay. The Code of Conduct requires guests to:

- Behave responsibly during your stay. Loud yelling, screaming, cheering and aggressive behaviour is NOT acceptable and may result in the early termination of your stay if a complaint is received by Council
- No additional accommodation is permitted on site such as tents, caravans, campervans
- Do not use outdoor areas for activity between 11.00 pm to 7.00 am
- Place all waste into the bins provided prior to leaving
- Park all vehicles within the property boundary. Occupant and visitor cars cannot be parked out on the street or on nature strip areas

Additionally, the Owner of this property requires you to:

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Turn off the spa after each use at the control panel in the kitchen. In addition the spa must be turned off by 11pm each night.

Place the rubbish bins on the kerb for collection on Sunday before departure

As per council rules, the Pool and Spa are not to be used between the hours of 11.00pm to 7.00am As per council rules, music is not to be played outside between the hours of 11.00pm to 7.00am

Please be mindful while enjoying your stay that surrounding neighbours live in this community and are entitled to peace and amenity in their residential area, thank you. A serious breach of the Code of Conduct may result in the termination of your rental agreement and require you to immediately vacate the property.

Further information can be found at [www.mornpen.vic.gov.au/shorts](http://www.mornpen.vic.gov.au/shorts)