

# TERMS AND CONDITIONS OF LETTING

**L J HOOKER:** 222 DAVID LOW WAY, PEREGIAN BEACH, QUEENSLAND 4573 AUSTRALIA

**PHONE:** 07 5448 1500

**OFFICE HOURS:** MONDAY-FRIDAY 8.30AM-5.00PM  
SATURDAY 9.00AM-4.00PM

## HOLIDAY ACCOMMODATION BOOKING CONDITIONS

*Please take a few moments to read the following L J Hooker Peregian Beach CONDITIONS OF LETTING*

### **1) TARIFFS**

- a) A deposit of 50% of the total cost of your booking plus the non-refundable \$50 (Incl. GST) booking fee is required upon reservation to ensure that your booking is confirmed. When booking within 4 weeks of booking commencement date full payment is required.
- b) Full payment of booking is required at least 4 weeks prior to commencement date – payments can be paid by bank cheque, EFTPOS or credit card (VISA or MASTERCARD ONLY). Personal cheques that are dishonoured will incur a dishonour fee.
- c) With high demand in peak periods, balances of payments are required to be paid 14 days prior to the commencement date.
- d) If for any reason your payments are not received by the due dates, L J Hooker Peregian Beach reserves the right to cancel your booking and apply appropriate cancellation charges (see clause 4 cancellation conditions).
- e) Personal cheques will not be accepted within 7 days prior to arrival.
- f) Keys will not be given out unless full payment has been made.
- g) Tariffs quoted are correct at time of printing and are subject to change without notice.
- h) In the case of refurbishment of holiday properties, 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 offer you alternative accommodation if possible. If Guests choose to relocate to an alternative property, if the new property is of greater value than the original property booked, the extra cost will be at the guest's expense.
- i) With the high demand for Christmas re-bookings, L.J. Hooker Peregian Beach would appreciate if you could make your re-bookings during your present occupancy and confirm with the required deposit.

### **2) SECURITY DEPOSITS**

- a) Credit card details will be utilized as a security bond.
- b) All credit card details will be destroyed after final inspection of the property, if no claims are to be made.
- c) L J Hooker Peregian Beach reserves the right to make claims on the security bond if the terms and conditions are not met, resulting in loss, extra cleaning, damage, expense of inconvenience.
- d) Guests will be notified on claims being made prior to any payments being debited.
- e) A guest registration form is required to be completed by the guest for all bookings. The registration form requests details of you name, address, driver licence number as well as credit card details. If credit card details cannot be supplied a \$200.00 or 10% of booking (whichever is greater) cash security deposit is required. This will be returned to guests within 14 days of vacating after satisfactory property inspection, via direct deposit. An increased security deposit may be incurred at our discretion.

### **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 booking 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 or neighbouring properties. Unruly, loud or offensive behaviour will not be tolerated. If complaints are received this may result in termination of the booking and loss of unused balance of accommodation.
- e) Parties and Functions are strictly prohibited unless the property is designated 'Functions Accepted' and notification by the guest is verified. Immediate termination of the booking without refund may result.
- f) It is the guest's responsibility to maintain the cleanliness of the property during the lease period.

- g) Smoking inside all properties is prohibited. Guests must discard cigarette butts into the rubbish bins. 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) Departing guests must leave the property clean and tidy. This includes emptying the rubbish bin, washing and drying all dishes, emptying the dishwasher, emptying and cleaning of the refrigerator, oven/griller and microwave, cleaning of the BBQ, leaving the beds neatly folded back, turning off the lights and cooling/heating appliances.
- j) The cost of a standard clean is included in the tariff charged. L J Hooker Peregrine Beach reserves the right to recover any costs above the standard clean from guests at or following a departure.
- k) Council rubbish bin collection occurs weekly for general waste (green bins) and fortnightly for recycling (yellow topped bins) on either Friday or Monday, our staff will notify you of collection day upon check-in. Please place bins on the kerb the evening before, face out for collection. Additional services can be arranged through our staff at cost. A fee will be charged if any excess rubbish has to be removed.
- l) 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 controls. No responsibility is taken for guest's 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.
- m) All guests are responsible for keeping the property secure during their stay and will be responsible for any theft or damage due to neglect in this area.
- n) Damage to the property or its inclusions by guests or their visitors, other than fair wear and tear, must be reported to our holiday rental staff as soon as possible and arrangements made to pay for the cost of repair or replacement.
- o) Furniture is not to be moved around. Items are not to be moved from room to room or property to property. A fee will be charged should these occur.
- p) Should any native animals (frogs, snakes, possums etc) cause concern in the property, please notify our holiday rental staff.
- q) If keys and/or remotes are lost, a fee of \$55 incl. GST will apply for lost keys, with an additional charge of \$77 incl. GST per garage/alarm remotes (if applicable).
- r) Should a guest lock themselves out of the property a \$55 incl. GST call out fee is applicable. If the office is unattended, guests may be liable for any costs involved in gaining entry to the property.
- s) No more than the registered number of guests is to occupy the premise, as each holiday property is equipped for a specific number of guests. It is against Qld Dept 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.
- t) Strictly no tents or caravans are permitted on the property.
- u) Any areas designated as private by the owners are strictly out of bounds.
- v) A guest information folder is provided in each property for your convenience. It contains contact information for staff and tradespeople in the event of any serious emergency outside office hours, along with simple procedures which may enable you to remedy minor problems such as power outages. After hours call out may incur a fee of \$55 incl. GST or greater.
- w) A description of the property and its inclusions is as accurate as possible. Without prior inspection, no guarantee can be given that a property will satisfy guest's expectations.

#### **4) CANCELLATIONS**

- a) If a guest cancels a confirmed booking up to 3 months prior to commencement, the deposit will be returned less a \$55 incl. GST administration fee. Note the initial booking fee is non-refundable.
- b) If a guest cancels a confirmed booking within 3 months prior to commencement, no refund shall be made unless the premise is re-let for the total period of the proposed occupancy, in which case a \$55 incl. GST administration fee and a service fee of 17.5% incl. GST of the total booking amount shall be charged.
- c) No refund is made on the unused portion of rent, if guests vacate the property prior to their departure date.
- d) In the event if advance bookings being cancelled by the owner and/or agent, a full refund will apply.
- e) Due consideration will be given, in consultation with the owner, to any cancellation at any time occasioned by exceptional circumstances.

#### **5) CHANGE OF PROPERTY/DATES**

- a) For a change of accommodation dates, more than 3 months prior to arrival a \$55 incl. GST administration fee will apply and subject to availability.
- b) For a change of property, less than 3 months prior to arrival, 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 from 2pm on the day of arrival and departure time is strictly 10am on the 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 departure the keys must be returned to our office. For after hour departures, a key slot is located in the north facing window (Heron Street) of our office.
- c) Keys are to be collected from our office on arrival. Our office is open Monday to Friday 8.30am-5.00pm, Saturday 9.00am-4.00pm. If you intend to arrive after hours please call our office prior to your arrival to make alternative arrangements.

#### 7) LINEN

- a) All properties are fully self-contained. **LINEN IS NOT INCLUDED** (sheets, pillow cases, towels and tea towels) unless otherwise stated in the advertised description.
- b) Additional cleaning services and linen hire can be arranged at a reasonable cost, including any special requirements (BBQ, cots, highchairs, etc) at the time of booking.
- c) Linen must be used on all beds.

#### 8) PETS

- a) Pets are not permitted on the premise unless the property is designated 'Pet Friendly'. In the case of 'Pet friendly' accommodation, a \$50 per animal per stay is charged.
- b) Upon departure of these properties all dog droppings must be removed from the premise and disposed of properly. If this does not occur a cleaning fee may be charged to the guest.
- c) 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.
- d) Any pest control required as a result of a pet inside and/or on the premise will be charged to the guest.

#### 9) FAULTS/ PROBLEMS

- a) All holiday properties under L J Hooker Peregian Beach 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 L J Hooker Peregian Beach to compensate or discount.
- b) L J Hooker Peregian Beach will accept no responsibility for any inconvenience with machinery breakdown. The agent's best endeavours to repair, replace or hire an alternative will be undertaken.
- c) If a situation arises which we have no control, L J Hooker Peregian Beach reserves the right to move guests to alternative 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.
- d) Should a tradesperson be sent out upon a guests request to carry out a repair that was unnecessary, the cost of the callout will be at the guest's expense.
- e) Guests must inform our office immediately if the property is not clean otherwise they are deemed to have accepted the property in the condition of arrival. If a property is reported as stale (dirty), L J Hooker Peregian Beach 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 the relocate to an 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/Lost Property:** if requested we will endeavour to recover and return items inadvertently left in a holiday property, but we take no responsibility for the recovery or return of these items. Postage and packaging and the cost of sending out a staff member to search for the item will need to be paid in advance, a minimum cost of \$27.50 incl. GST applies and this is at the guest's expense. Low value items will be held for claiming, if returned to our office, for a maximum of 2 weeks and if not claimed will be disposed of.
- g) L J Hooker Peregian Beach 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. L J Hooker Peregian Beach is authorised to do whatever is required to enforce the eviction of any guest and removal of guest's property.

#### 10) 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. A full refund will be provided if this is the case.
- b) We cannot accept responsibility for decisions made by the 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 buyers at mutually convenient times, by appointment.

#### 11) DISCLAIMER

- a) L J Hooker Peregian Beach has endeavoured to maintain the accuracy of the content with their websites. However from time to time aspects of the content may be out of date. Certain information is provided by others including, owners, and for that we accept no responsibility for its accuracy.
- b) L J Hooker Peregian Beach acts as the letting agent on behalf of the owners and in accordance with the owners instructions. L J Hooker Peregian Beach reserves the right to take appropriate remedial action and/or seek compensation for any serious breach of these conditions of letting.