

beach house rentals

Office: 47a Ocean Beach Road Sorrento 3943 Victoria Australia

Telephone: +61 3 5984 4578

Email: bookings@beachhouserentals.net.au

Web: www.beachhouserentals.net.au

Booking Terms and Conditions

Thank you for your interest in booking a holiday rental property ('**the Property**') with Beach House Rentals ('**we**' or '**us**').

Should you ('**you**') the tenant proceed to make a booking with us, you will be deemed to have read, accepted and agreed to all our Booking Terms & Conditions as set out below.

A reference to these Booking Terms and Conditions includes a reference to the House Rules commencing on page 8.

Your General Obligations

1. The person who has signed the booking form on the last page must stay at the Property. This person will be held responsible for the conduct of all guests and for the condition of the Property, its contents and surroundings.
2. You are granted a limited permission to occupy the Property for holiday purposes only. This is not a residential tenancy agreement under the residential tenancy legislation.
3. Your occupancy is granted for the period stated in your booking invoice (only) and in consideration of the total rental stated in your booking invoice.
4. The number of persons staying at the Property (Guests) must not at any time exceed the advertised maximum number of persons for the Property unless we have first agreed with you otherwise in writing. You must not allow persons other than Guests at the Property unless we have agreed with you otherwise in writing. In the case that the maximum number of persons is exceeded, your occupancy may be immediately terminated and/or additional rental fees charged and deducted from your security bond.

5. You, the tenant, will be responsible for all damages, breakages and losses occurring to the Property during the term of your occupancy. Any associated costs, expenses or damages arising to us or the Property owner as a result of any such damage, breakage or loss will be deducted from your security bond.
6. All Guests must comply with the House Rules, respect the residential amenity and security of the Property and neighbours, and refrain from anti-social behaviour.
7. You must comply with any reasonable instructions given by us or the Property's security services during the course of your stay.
8. You must notify us of any disputes or complaints as soon as is practicable.
9. Failure to comply with these Terms and Conditions (including the House Rules) may result in termination of your permission to occupy the Property and eviction and/or charges against your security bond.

Bookings

10. A booking fee of \$100.00 will be payable upon the making of all bookings.
11. Unless we agree with you otherwise, all bookings require payment of a deposit of 50% of the total rental fees. Acceptance of your booking is subject to our receiving payment of the deposit and providing you with written confirmation that your booking has been accepted.
12. The balance of your rental fees must be received by us, in cleared funds, by the following dates: -
 - a. in the case of any bookings for mid-December to end of January –
at least 45 days prior to occupation;
 - b. in other months at least 14 days prior to occupation;
 - c. for bookings made inside 14 days prior to occupation, full payment is required at time of booking via credit card or electronic funds transfer.
 - d. Please note that 3rd party booking fees may be included in the total rental amount.
13. In all cases, a security bond in the amount advised by us, will be processed as a credit card pre-authorisation, which will freeze the nominated amount.
14. Keys will not be issued for commencement of occupation unless you have: -
 - (1) paid the balance of your rental fees and the security bond as required; and
 - (2) signed and returned the booking terms and conditions form found on the last 2 pages of this document.

15. Your booking is confirmed in good faith at the time of acceptance, however acceptance of a booking is subject always to the Property owner's approval.

Should the Property owner do anything which results in the Property being no longer available or suitable for the booking (such as selling the Property, taking it off the rental market or changing the nature of the Property), then we reserve our rights to cancel the booking. In this case, we will endeavour to make alternative arrangements that are suitable to you, or else we will refund to you any rental fees paid.

16. Confirmations are subject to re-issue if incorrect, through error or omission and the tenant must pay the correct cost to secure the booking.

Should a tenant make an error whilst booking online, regardless of whether it involves the dates or the property, Beach House Rentals takes no responsibility for their errors.

17. The security bond is to be processed as a credit card pre-authorisation, which will freeze the nominated amount. The cost of any damage to the property caused by the tenant or the tenant's guests is recoverable and deducted from the credit card held on file as security. Fees and charges may be deducted from your security bond as provided in these Booking Terms and Conditions.

Instant Purchase Bookings

- a. Beach House Rentals offers some of our properties as an instant purchase option.
- b. Beach House Rentals may not accept an instant purchase booking made within 48 hours of arrival.
- c. It is very important to note that once you have completed your instant purchase booking, Beach House Rentals will be in contact to discuss all terms & conditions and determine whether the booking will proceed.

Saving of Credit Card Details

- a. If you pay by credit card, our reservation system saves those details so that we can automatically process any further payments on your behalf.
- b. In addition, we keep your credit card details on file in the event of damage to the property, excessive cleaning charges, removal of excess rubbish, or any other breach of our terms and conditions.

Cancellations

18. Deposits will not be refunded unless the property is re-let for the period of the proposed occupancy for at least your agreed rental.
19. If re-let, an administration fee applies, which is equivalent to 10% of the gross rental fee. The balance of funds will be released to you, less the administration fee, within 7 days of the property being re-let.
20. Beach House Rentals does not operate any scheme of cancellation or travel insurance and you should obtain your own travel insurance cover for your holiday.

21. Covid 19: Should the government enforce a travel ban which restricts you from completing your booking with us, you will have the option of a full refund or moving your booking dates forward.

Payments

22. We accept credit cards (Visa, Mastercard and American Express), and Electronic Funds Transfer (allow 3 days) to the following account: -

Beach House Rentals

National Australia Bank

BSB: 083 543

Account No: 308342816

23. Please note that for payments made by credit card and debit card, you will incur an additional merchant/credit card processing fee as follows: 1.83% of the payment amount for Visa, Mastercard and 2.4% for American Express.

Arrivals and Departures

Your rental period will commence at 2 pm on your arrival date and at 4 pm at Peak times Mid-December to 31st January. Your keys will be available for collection from this time at the **Beach House Rentals Office**: -

47a Ocean Beach Road Sorrento

Office hours:

Monday to Friday: 9 am to 5 pm.

Saturday and Sunday - Closed while our staff are conducting departure checks.

Saturday and Sunday - Mid-December to 31 January: 9am to 5pm.

Should you be picking up keys outside these hours, we can arrange an alternative address for collection.

24. An acceptable form of photographic identification will need to be produced when picking up keys, from you or your nominated representative.
25. Your rental period will end at 10am on your departure date. You must vacate the property by 10am sharp on the departure date unless we have agreed with you otherwise.
26. We may be flexible with a late departure, (where requested prior to the departure date) if there is no immediate booking to follow. Outside of December/January, we can extend to 1pm, should there be no immediate booking to follow for the Property.

27. If cleaners are inconvenienced or rescheduled due to late departure, tenants will incur a fee of \$55 per hour + G.S.T., deducted from the security bond, until all tenants have vacated.
28. Keys must be returned to our office immediately upon departure. Late departure and/or non-return of keys may be charged an extra fee of \$50 which will be deducted from your security bond. Should locks need to be changed as a result of lost keys, costs will be deducted from your Security Bond. Should you lock yourself out of the property, outside of office hours, we will arrange for a locksmith to attend and open up the property at your cost. **If the office is unattended, keys can be dropped into the Beach House Rentals 'KEY DROP OFF BOX' located near the front door of our office.**
29. In the event there is damage, unsatisfactory cleaning or rubbish at the Property upon your arrival, please report this to us immediately. We will endeavour to rectify as appropriate.

Cleaning

30. The Property will be cleaned prior to commencement of your rental and we ask that you leave the Property in the same condition (neat and tidy). Please remove any food from the fridge and pantry and take all excess rubbish and recycling with you.
31. Furniture and crockery to be left in the position found.
32. Your agreed rental fee includes a regular clean upon your departure. Any extraordinary cleaning required will be charged at \$55.00 + G.S.T. per hour (Monday to Friday) \$75.00 + G.S.T. (Saturday) and \$85.00 + G.S.T. (Sundays and Public Holidays) and deducted from the security bond.

Rubbish

33. All rubbish must be placed in the bins provided (but bins must not be overflowing). Rubbish must not be left in public or common areas and will not be collected from the roadside if not inside the bin.
34. Bins must be put out the night before the local collection **AND** upon your departure.
Garbage is collected early Monday morning in Portsea, Sorrento, Blairgowrie and Rye.
35. Recycling bins are collected every 2nd Monday during the year. (please refer to the calendar at the property).
36. Please remove any excess garbage and recycling from the Property upon departure. It can be taken to the hopper at the end of Normanby Road, Sorrento (open 10 am to 4 pm every day from December 26 to January 31 and for the rest of the year, Saturdays and Sundays). Alternatively, excess rubbish can be taken to the tip at Truemans Road, Rye (open 8 am to 4 pm Monday to Friday and 8 am to 5 pm Saturday, Sunday and Public Holidays) or taken away with you.

37. Bins left overflowing and any excess garbage or recycling left behind will incur a removal charge of \$35.00 + G.S.T. per bag/box, which will be deducted from your security bond.

Linen

38. Doonas, doona covers and pillows will be supplied with the Property.
39. You will be required to supply your own sheets, pillowcases and towels **unless arranged with us or advertised as supplied with the property**. We can arrange for the hire of quality linen and towels. Please contact us at least 1 week prior to your arrival date, or 4 weeks prior to your arrival date for December/January rentals, to arrange linen/towel hire.
40. Any missing linen or towels or excessive laundering costs will be charged to you and deducted from your security bond.

Other

41. Neither Beach House Rentals nor the property Owner takes any responsibility for your personal belongings. If we locate any personal belongings left behind at the Property we will notify you and will hold these belongings for a period of 30 days. If you do not collect the belongings within 30 days, we may dispose of them. Handling of these items may incur a charge of \$25.00 plus postage.
42. We have endeavoured in good faith to accurately describe the Property to you based upon information provided by the Property owner. We do not take any responsibility for incorrect descriptions or omissions and we will not be held liable should the Property not match your expectations.
43. Beach House Rentals will not be held responsible for failure of utilities or appliances if they cease to function during your stay, however we will endeavour to have our tradesmen repair as soon as possible.
44. Most holiday rental properties do not provide the use of their garage. Should you require your car garaged, please advise us in advance and we will contact the owner for permission.
45. The Property will be inspected by us and/or the Property owner upon your departure. Any decision made by us or the Property owner as to the state of the Property and any damage will be final.
46. You indemnify and will keep us indemnified against any claims, actions, damages, losses, or expenses which we incur or are liable for as result of any action or omission by you or any of your guests in connection with your occupancy of the premises.

47. Should the owner of the property or the agent determine that damage has been caused by you or your guests to any part of the property, be it fixture or fitting or furniture or appliance, you agree to have the damage rectified with the Security Bond held in place or any increase required. Should you disagree that the damage was caused by you or your guests, you will be required to take your disagreement to VCAT to seek an order for reimbursement in full or part thereof.
48. These Booking Terms and Conditions (including the House Rules) represent the entire agreement between us and you in connection with the subject matter and supersede any previous understandings, negotiations and agreements about the subject matter.

The House Rules

General Requirements

1. Guests must comply with the Booking Terms and Conditions including these House Rules and any other reasonable instructions from us.
2. You must notify us of any disputes or complaints from neighbours as soon as is practicable.
3. Please advise us if any changes are required to televisions and/or pool and spa settings and we will endeavour to arrange for these with the Property owner. Please do not make any changes yourself as this may damage the equipment (which may incur a cost to you).

Noise and Residential Amenity

4. Guests must not create noise which is offensive to occupiers of neighbouring properties especially between 11 pm and 7 am and during arrival and departure at any time throughout the occupancy.
5. Offensive noise is prohibited and may result in termination of permission to occupy the Property, eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from your security bond.
6. Guests must not engage in anti-social behaviour and must minimise their impact upon the residential amenity of neighbours and local community.

Visitors

7. Guests are not permitted to host visitors (persons other than Guests) at the Property without our prior written consent.

Gatherings or Functions

8. The Property must not be used for the hosting of any parties, celebrations, gatherings, functions or commercial activities of any type.

Parking

9. Guests must comply with parking regulations and show consideration to neighbours and other vehicles.
10. Specific parking arrangements for the Property (if any) will be set out in your tenant arrival information and must be complied with.
11. No tents or caravans are allowed on or around the Property.

Wifi

12. Wifi (if available at the property) is only to be used for emails and **NOT** for downloading movies and television shows.

Garbage and Recycling

13. All rubbish must be placed in the bins provided (but bins must not be overflowing). Rubbish must not be left in public or common areas and will not be collected from the roadside if not inside the bin.
14. Bins must be put out the night before the local collection **AND** upon your departure.
Garbage is collected early Monday in Portsea, Sorrento, Blairgowrie and Rye.
15. Recycling bins are collected every 2nd Monday during the year.
16. Please remove any excess garbage and recycling from the Property upon departure. It can be taken to the hopper at the end of Normanby Road, Sorrento (open 10 am to 4 pm every day from December 26 to January 31 and for the rest of the year, Saturdays and Sundays). Alternatively, excess rubbish and recycling can be taken to the tip at Truemans Road, Rye (open 8 am to 4 pm Monday to Friday and 8 am to 5 pm Saturday, Sunday and Public Holidays) or taken away with you.
17. Bins left overflowing and any excess garbage or recycling left behind will incur a removal charge of \$35.00 + G.S.T. per bag/box which will be deducted from your security bond.

Security

18. Whenever you are absent from the property, please close all windows and doors to maintain security and prevent rain and water damage.
19. Please close gates upon departure.

Swimming Pool/Spa (if applicable)

20. Please maintain water levels (to halfway up the skimmer box) by filling the pool with the hose provided.
Low water levels whether caused by evaporation or otherwise can cause damage which may result in a deduction from the security bond.
21. The swimming pool/spa must not be used between the hours of 11:00 pm and 7:00 am as it can create offensive noise for neighbouring properties.
22. No glassware is permitted in the pool.
23. Spa must be turned off when you depart.

Smoking

24. Smoking is NOT permitted inside the Property or the grounds of the property. Your security bond will be forfeited if there is evidence of smoking inside the Property or in the grounds of the property, in order to fumigate and clean the Property.

Pets

25. Pets are NOT allowed at the Property unless we have agreed with you otherwise in writing. Your security bond will be forfeited if pets are brought to the Property without prior permission. Some owners will require a 'Pet Fee' to accommodate your pet.

BBQ

26. The BBQ should be left clean upon your departure.
27. If the BBQ gas bottle is empty during the course of your stay, please have refilled or swapped at the local hardware or petrol station and present us with the receipt and we will reimburse you.

Market Umbrellas

28. Any market umbrellas provided with the Property should be left closed whilst not in use to avoid damage (which may lead to a deduction from the security bond).

Septic Tanks

29. Most Properties have septic tanks so please DO NOT FLUSH DOWN ANY SANITARY PRODUCTS, DISPOSABLE NAPPIES, etc. If the toilet and/or the septic becomes blocked and requires pumping, you may be charged.

Damages and Breakages

30. You are provided with an after-hours number in your tenant arrival information.
31. You must report to us immediately upon your arrival (or as soon as you become aware of, but not upon departure) any of the following: -
 1. any damage or breakages to the Property its fixtures, fittings or contents; and
 2. any other unsatisfactory matter or incident at the Property;

either on the office number (03) 5984 4578 or the emergency after-hours number provided to you.

Departure

32. Please leave the Property clean and tidy, including wiping out the fridge and freezer, emptying the dishwasher and cleaning the oven and microwave to avoid excess cleaning being deducted from your security bond.

33. Keys must be returned to our office. Late departure or non-return of keys may give rise to a \$50.00 charge which will be deducted from your security bond. Should keys be lost and locks required to be changed, costs will be deducted from your security bond.

Emergency Contact

34. In the event of an emergency, please contact Beach House Rentals on (03) 5984-4578 or the emergency after-hours number provided to you in your tenant arrival information and on the back of your tenant arrival envelope.

Compliance

35. A breach of these House Rules is a breach of the terms and conditions of occupancy.
36. We, and the Owner, reserve the right to terminate permission to occupy and to evict you and all Guests and anyone else refusing to follow these House Rules or causing a nuisance.

5 Element Property Group Pty Ltd ABN: 29 415 646 584 trading as

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Booking Dates: Arrival:Departure:

Rental Address:.....

Primary Tenant's Name:

Primary Tenant's Address:

Primary Tenant's Email:

Telephone Numbers:.....

Drivers Licence:D.O.B:

Total number of people staying in the rented premises:

Adults: Children:

No of cars to be parked at the rented premises: Must not exceed permitted number

Please list names of all occupants incl children & the Covid 19 Vaccination Status of guests over 12 years of age.

Mr/Ms D.OB: Fully Vaccinated / Medically Exempt
Mr/Ms..... D.OB: Fully Vaccinated / Medically Exempt
Mr/Ms.....D.OB: Fully Vaccinated / Medically Exempt

Should a guest be medically exempt, please attach the medical certificate when returning the Booking Terms & Conditions form.

QR Codes are installed at the entrance of each property and we ask all guests to check-in on arrival at the property.

I hereby accept the Beach House Rentals Booking Terms & Conditions including the House Rules:

Signature: Date: