|  |
| --- |
| Standard Term and Conditions of Holiday Tenancy |

Please carefully read and refer to our property management staff for further information. By making payment you are agreeing to the following Terms & Conditions.

1. A booking deposit of 50% of the total tariff is required to confirm your reservation and such payment forms part of the total tariff payable. Deposits are non-transferable. The balance of the tariff is due 30 days prior to occupancy. You will receive an email from our office confirming full rates, dates of booking, payment options and payment dates. The tariff can be paid by bank deposit/transfer or credit card (1.833% fee applies for all credit card payments). By making payment you are agreeing to these terms and conditions.
2. All bookings incur a $79.00 non-refundable booking fee per property.   Such fee will not be refunded in the event of cancellation and must be paid with the initial deposit.
3. Your **Online Guest registration must be completed within 24 hours of making the booking** to finalise your booking. Full name and contact number of each guest must be registered at time of online registration.
4. You and your guests agree to adhere to all current NSW Government Covid-19 regulations at the time of your stay and on arrival to the property you agree to sign using the QR Code provided at the property.
5. The number of occupants/guests **MUST NOT** exceed the number stated on the Information sheet or the number discussed with the agent at the time of booking, should you exceed the number of guests allowed and not notify us, you will immediately forfeit your Credit Card Auth and the booking will be cancelled, if you are at the property you will be asked to leave the property immediately.
6. The property is rented to you for holiday purposes only for the period stated on the receipt and confirmation email, there are strictly no functions, weddings, hens or buck’s parties, schoolies, parties or similar events permitted at the holiday houses (the property is not a ‘party house’). Your bond will be forfeited if it is established a function has been held at the holiday home.
7. Occupancy is given at **2pm** on day of arrival. Premises are to be vacated by **10am unless otherwise stated** on date of departure. Variation in times must be approved by our property management. **Failure to do so will incur a fee of $100/hour for each hour past your departure time.**
8. Access to the property will be communicated via email to the guest on the day of arrival. If instructed that keys are to be collected from our office, Berry Getaways (Elders Real Estate Berry) is open until 5pm Monday to Friday. Alternative arrangements are to be made for collections on Saturday, Sunday and weekdays after hours, so please contact our office.
9. **A fee of $79.00** will be charged when cancellation by a tenant is notified up to 90 days prior to accommodation commencement date. If cancellation is notified within 90 days of accommodation commencement date, the following scale of fees will apply:
   1. 46 – 90 days – 25% of total rent (minimum $50.00)
   2. 31 – 45 days – 50% of total rent (minimum $50.00)
   3. **0 -30 days – 100% of total rent**
   4. If the property is rebooked for the entire period, then a cancellation fee of 15% of the total rent will apply.
   5. If payment has been made by credit card, the credit card fees will not be refunded.
   6. Changes to a booking: Guests are permitted to make one change to their booking if the arrival date is more than 90 days in advance. Subsequent changes more than 90 days from arrival will incur an administration fee of $50.
   7. If a guest needs to make a change to a booking within 90 days of arrival, the owners of the property need to approve any such change to a booking and the guest will be charged an administration fee of $50 if the change is approved.
   8. COVID-19 Policy — Should we be placed back into lockdown or travel restrictions are re-instated, we will be offering guests a credit voucher to use within 24 months and guest will be emailed the voucher. The voucher is non-refundable. Should you wish to cancel your booking our standard cancellation policy as above will be in place if a guest chooses not to receive the 24-month credit voucher.
10. **UNDER NO CIRCUMSTANCES ARE DOGS ALLOWED** unless a property is advertised as being pet friendly.
11. The booking is made in good faith by us as the agent, however, **we cannot be held responsible for actions by an owner,** such as changes to a property and/or its inclusions or withdrawal of a property, prior to occupancy.
12. Rectification of issues – whilst we and the owners of the properties take care to keep the houses in good condition and good working order, nevertheless breakages, outages and malfunctions beyond our control do occur. When this happens, we will rectify a situation as soon as practicable, however we or our owners cannot accept responsibility for any loss and no compensation will be given. This applies to the property, its inclusions, the supply of utilities, and where applicable, the pool or spa.
13. Should a property be required by an owner or withdrawn after a deposit has been taken, every reasonable endeavour will be made to offer alternative accommodation should this situation arise. Alternatively, all monies paid in this situation, will be refunded in full.
14. Elders Real Estate Berry (T/A Berry Getaways) or the owner of the property will not be responsible for any damage or loss of enjoyment occasioned by any force majeure incidents that interfere with the use of your property, including but not limited to bush fires, excessive rain and storm activity, excessive beach erosion due storm activity, excessive deposits of seaweed on the beach, water supply failure, and electricity supply failure.
15. With regards to telephone, email and postal enquiries, our descriptions are made in good faith and responsibility for any inaccurate descriptions cannot be taken by us.
16. As the tenant **you are responsible for leaving the premises in a clean, tidy, undamaged and orderly fashion and as close as possible to how it was when you first entered.**

Please ensure that all: -

* kitchen and bathroom surfaces are clean
* dishes and cooking utensils etc are washed and put away
* dishwashers are left empty (where applicable)
* floors swept
* lights turned off
* air-conditioning turned off (where applicable)
* all electrical equipment turned off
* all doors and gates locked
* alarms turned on (where applicable)
* all rubbish is placed in the bins provided and any excess rubbish removed from the premises
* pool items such as the vacuum (Kreepy Crawly) and other apparatus are not tampered with in any manner (where applicable)

In the case of non-compliance of the above, additional cleaning or repair fees will be charged. Your Credit Card Authority will be released within 7 to 14 days following your departure and only after the premises are found to be in good order. **YOU MUST NOTIFY US OF** **ALL DAMAGES, BREAKAGES AND/OR LOSS** incurred during your occupancy and such replacement costs **will be deducted from your Credit Card.**

Should the keys not be returned to our office or as instructed on departure, a callout fee will apply if a staff member must attend the property to retrieve the keys. Loss of keys or remote-control devices will be charged to the guest as well as any incurred costs should in the event a locksmith is required.

1. All breakages, damages, and losses to the holiday premises and/or furniture, furnishings and lock and key replacements must be reported to the Agent immediately.  The tenant agrees to allow the Agent to enter and view the state of repair at any time and the Tenant will be responsible for any such breakages or damage caused to the premises, the cost of which will be paid by the Tenant.
2. You will also be charged if there is excess rubbish (this includes recycling) left at the property and a contractor is required to come in and remove the rubbish to the tip. It is also your responsibility that if there is excess rubbish being left at the property that it is bagged. Please check the house rules for rubbish and recycling requirements.
3. Most properties are fully equipped. Some properties will require guests to bring their own sheets, pillowcases, towels, tea towels etc, (unless where specified, please check your info sheet)**. Personal items such as food and toiletry items are to be supplied by the guest.**
4. Please refer to the House Rules for Access and Parking.
5. For properties that supply linen, there is a standard linen servicing charge included in the tariff. If linen requires further servicing or replacement due to stains including, but not limited to, makeup, tanning lotion, boot polish etc, this additional cost **will be deducted from your Bond.**
6. No responsibility can be taken for guest’s personal property left on the premises.
7. **All guest of the property AGREE to our noise restriction conditions to minimise disturbance to neighbouring occupiers**.  In home units, Strata Title Law must be observed. Guests are to keep noise to a minimum between the hours of 10pm and 7am. After 10pm, guests are to move inside the house to help minimise noise travelling to the neighbouring properties. If complaints arise from neighbours, a member from our office will call to inform you of this, if we are unable to contact you or you ignore our request to quiet down, our security company will visit the property to inform you to keep the noise to a minimum, guests will be charged a call out fee of $300 on the first visit. If a 2nd complaint is made during your stay and the security company is required to visit the property again, there will be a call out fee of $600 and you will be issued with an eviction notice to move out of the property the following morning (there will be no refunds given for nights not stayed). Any subsequent call outs before your eviction will be charged at $1000 per call out.
8. In the event of the property being offered for sale, the guest agrees to allow the owner or his Agent to inspect the property with prospective purchasers during reasonable hours by appointment.
9. The guest agrees to allow the Agent, Owner or nominee to enter the premises to arrange any necessary repairs and or maintenance.
10. Our portfolio of holiday rental properties is privately owned. Please respect the owners’ property and do not remove any furniture, fittings or effects from the property. **Under no circumstances should furniture be moved. Should this occur, a fee may be charged if furniture needs to be rearranged.**
11. Any personal effects left at premises will be held for 14 days, then disposed of. If you require items to be mailed to you, such items will be mailed to at a minimum charge of $20.
12. It is a requirement of the guest to inform the landlords agent of any issues, but not limited to, appliances not working, uncleanliness of property, at the time of arrival or during their stay that may affect the enjoyment of the guests experience at the property. The agent must be given the opportunity to rectify any issues during the guests stay.
13. Failure to comply with the above conditions and House Rules will result in immediate termination of your tenancy.

All properties are comfortable, clean and well equipped with a history of many happy and satisfied guests.   
**We, at Berry Getaways** look forward to welcoming you to historic Berry and its surrounds.