



## TERMS AND CONDITIONS

### **1 Agent of the Owner**

- Dowling & Neylan Real Estate (D&N), Hillsurf Pty Ltd (HSPL) and Noosa Holiday Rentals (NHR) (individually and collectively referred to in these Terms and Conditions as 'NHR') act as the Agent of the Owner of the Property and accept reservations in that capacity in accordance with these Terms and Conditions.
- NHR cannot be held responsible for any changes to the Property that differ from representations (including the tariff payable).

### **2 Bookings – General Conditions**

- All bookings must be registered to an adult over the age of 18. Upon check-in the registered guest must personally sign the registration card and details of their valid credit card are held securely in the on-line payment system by Secure Pay for security deposit purposes.
- As part of the Duty of Care and in the case of fire or accident, it is essential that NHR is aware of all occupants in a property. Therefore, do not be offended when we ask for the names and addresses of all those who will be occupying the property booked.
- The guest, in whose name the booking is made, must be present at the property for the full duration of their stay.
- A \$45.00 plus GST non-refundable Booking Fee payable to NHR will be applied to all bookings.
- During any Pandemic, if a Guest contracts a transmittable virus (or is diagnosed as positively having the virus) whilst occupying Holiday Accommodation through NHR, the guest will be responsible for all costs of deep cleaning of the property as required by the Govt Health Directive. Additionally, the guest will be required to travel by private transport to a hotel designated by Sunshine Coast Health for a 14-day quarantine at the guest expense.

### **3 Bookings – Making and Securing a Booking**

- To secure a reservation a 50% deposit of the total tariff plus the Booking fee of \$45 plus GST is required. To immediately confirm your booking, this payment can be made online as part of making your booking or by following the simple instructions in the email communication you receive if you booked through our Reservations team. Should your deposit and the booking fee not be paid, the booking will be automatically cancelled.
- Please note that if you pay your deposit on-line when making your booking, you hereby grant Noosa Holiday Rentals the right to charge the balance of the tariff to the same credit card used for the deposit on the date the balance is due without further reference to you.
- The deposit is accepted on the basis of current conditions and your booking is subject to change as may be notified by this Agency prior to the commencement of the letting. However, every reasonable effort will be made to offer alternative accommodation should circumstances prevent the original accommodation from being available. Should the premises become unavailable through unforeseen circumstances (i.e. fire, storm, damage, change of ownership, body corporate requirements, owner discretion etc) we will notify you and endeavour to obtain alternative accommodation. In this event the Property Owner may elect to have the deposit already paid transferred to the new booking.

- If there are any technical issues relating to the calculation of the tariff, the Property Owner has the right to withdraw the property and/or cancel any booking/s.
- NHR cannot be held responsible for circumstances beyond their control. That is, if the property is sold or withdrawn from the rental market, the property is altered in any way, or the owner requires the property for maintenance or any other bona fide reason (result of damage by storm or flood for example).
- When a booking is placed and the required deposit paid to confirm that booking, an email will automatically be sent to guests confirming their booking and showing the date when the final payment is due and with provision for guests to make an on-line payment of the balance. The balance of the tariff will be due 30 days prior to arrival date which is detailed in the booking Confirmation email to each guest
- If the arrival date is within 30 days of making the booking, the total tariff including the Booking Fee must be paid immediately to confirm the booking.
- NHR reserves the right to refuse any booking that it feels may be inappropriate or that falls across the periods commonly called 'Schoolies weeks'

#### **4 Bookings – Finalising Your Booking**

- In making a booking and paying the deposit on-line, a guest automatically grants NHR the authority to retain the details of the credit card used to make the initial deposit in the Secure Pay security system in accordance with the international Visa and MasterCard security standards.
- If this final payment/balance is not received at the due time, the booking may be automatically cancelled, and the initial 50% deposit paid may be forfeited to the property Owner.
- As our office is a 'CASHLESS' office, we accept Visa, MasterCard and American Express cards only. Please note that payments by Visa and Mastercard attract a 1.112% incl GST card processing fee, and American Express attracts a 1.925% incl GST card processing fee which is subject to change.
- Please note that Deposits by International Money Transfer are not an acceptable form of payment due to delays in transfer of funds & excessive bank fees for all parties. Additionally, we do not accept payment by Pay Pal or any other third party.
- The balance of your tariff can be paid by calling our office on 07 5447 3566 (a reminder - please note a 1.112% Card processing fee applies to Visa and MasterCard and a 1.925% Card processing fee applies to American Express and all such fees and conditions are subject to change).
- If you paid your deposit on-line when making your booking, you hereby grant Noosa Holiday Rentals the right to charge the balance of the tariff to the same credit card used for the deposit on the date the balance is due without further reference to you.
- The credit card used for payment of accommodation must be in the name of the person who signs the registration card upon arrival.
- Final payments of tariff must be by the same form as the deposit is paid e.g. if the deposit is paid by Credit card then the balance must be paid by credit card. This is a legal requirement as any refund has to be processed by the same method as the original payment of deposit
- The authority granted by providing the credit card details and the signing of the Registration Card is valid for 30 days after the last day of the booking. In the case where the guest is liable for damages or outstanding charges, the guest will be charged accordingly.
- PLEASE NOTE: LEGALLY NO KEYS CAN BE ISSUED UNTIL THE REGISTRATION CARD IS SIGNED AND ALL TARIFF OWING IS PAID AND HELD IN TRUST.

#### **5 Booking - Changes & Alterations**

- Changes and alterations to any bookings can only be made up to 90 days from arrival (at the discretion of the Managing Agent). Any changes made within 90 days of your arrival are not permitted and attract the same conditions as a cancellation as stated below.

- The following conditions apply to alterations to confirmed bookings outside 90 days from arrival:  
Any requests for alterations or changes to bookings are at the discretion of the Managing Agent  
The new booking must be made to the same property as originally booked.  
The tariff for the new booking must be the same or greater than the original booking if the tariff has been increased.  
The prevailing tariff at time of change will be applied to new amended booking.  
The new booking period must be within 12 months of original booking date.  
An alteration to a booking can only be made once
- All requests to change or alter a confirmed booking must be made in writing, either by email to [holidays@noosaholidayrentals.com.au](mailto:holidays@noosaholidayrentals.com.au) or by letter, addressed to NHR, PO Box 160 Noosaville QLD 4566
- If a new booking is not made the existing booking will be regarded as cancelled and the provisions of clause 9 shall apply.
- All booking cancelled by NHR due to circumstances out of their control will be exempt from this Clause 5

## **6      Transfer Fee**

- A \$45 plus GST non-refundable Transfer Fee payable to NHR will be applied to all bookings where dates are transferred

## **7      Cleaning Fees**

- A cleaning fee payable to NHR and the Property Owner is applicable for some properties and is noted in the website description of the relevant property
- Complimentary Mid-Stay cleaning and linen changes are provided for all stay of 10 nights or more. Due to the requirement that cleaners are not to touch or move guest's possessions, they will provide a clean as best they can under the circumstances taking into account the state of the property and the spread of guest's belongings throughout the property. If the property is left in a state that does not allow a clean to be carried out fully, your cleaners will not be called back to redo the clean unless an additional cost is incurred by the guest. Be aware that a card will be left in the property before a guest arrival if a complimentary mid stay clean is scheduled advising of the date and time of the mid-stay clean. You do not have to be in house at the time of this clean.
- All mid stay service cleans and linen changes are cancelled during the COVID-19 pandemic to keep human contact to a minimum for guests.

## **8      After Hours Call Centre**

- Our afterhours call centre is managed by Wilson Security 0400 825 670. They will be able to assist guests with most matters arising outside our office hours (office hours are 8:30am – 5:00pm 7 days a week). A call out fee of \$90+GST may be charged to the guest in some instances such as lost keys, lock outs or where there is a breach of our Terms & Conditions. If the call is about a life-threatening situation please ring 000, or if the call is to lodge a noise complaint please ring 131 444.

## **9      Cancellations**

- Effective from 1 February 2019, the following Cancellation policy will apply to all bookings made from that date and will replace any previous Cancellation policies.
- Any request to cancel a reservation must be notified in writing and may result in the forfeiture of all monies paid by you to NHR and the Property Owner in respect of the reservation
- A notification of cancellation of a confirmed booking must be made in writing, either by email to [holidays@noosaholidayrentals.com.au](mailto:holidays@noosaholidayrentals.com.au), or by letter, addressed to NHR, PO Box 160 Noosaville QLD 4566.

- Provided that a notice of cancellation is given up to 90 days from arrival, at the absolute discretion of NHR, an offer will be made to transfer the booking to another date and, subject to meeting the requirements of Clause 5 of these Terms and Conditions, and if agreed, a Transfer Fee (as defined in Clause 6 of these Terms and Conditions) will apply.
- With respect to a cancellation under these Terms and Conditions NHR will attempt to find a guest who will book for the same period and at the same tariff. If NHR is successful, then NHR will consider refunding all moneys for nights rebooked less a \$500 (Inclusive GST) administrative fee and any other costs or fees incurred by the owner as a result of the cancellation.
- Despite all efforts, NHR may not be able to find another guest for the same period and at the same tariff, or at all, and may have to reduce the tariff or agree to an overlapping booking. In that case the amount refunded will be reduced accordingly.
- If an owner's loss exceeds the amount of moneys paid by the guest as a deposit, then the guest whose booking was cancelled will be indebted to the owner for the balance.
- If a booking is affected due to a Government Health Directive, the Property Owner may allow a guest to move their booking dates. However, Travel Insurance taken out by the guest – as strongly recommended elsewhere in these Terms and Conditions – must be relied upon by the guest should they choose to cancel their booking.
- If a refund is provided to a guest for any reason where the tariff or deposit has been paid by credit card, the Credit card fee paid is not refundable as these fees are not refundable from the bank. We do provide alternative means of payment where fees are not incurred, specifically by direct deposit. Please ask for details if you wish to pay by this method.

## **10 Insurance**

- We strongly recommend you purchase travel insurance to cover any unforeseen circumstances including loss of deposit, cancellation of airline flights, accommodation cancelled by NHR but out of their control, cancellation fees, medical expenses and loss of any personal belongings during the stay.

## **11 Check In Procedures**

- Check in is required after the check in time of 2.00 pm on the date of arrival. Upon check in the Guest Registration Card must be signed by the guest named on the Guest Registration Card and a verification that all tariff has been paid. No keys will be issued until these requirements have been met.
- Our Hasting St office hours are: 8.30 am - 5.00 pm 7 days a week (closed Christmas Day, Good Friday and Anzac Day).
- Our Sunshine Beach office hours are: 8.30 am to 5.00 pm Monday-Friday and on Saturdays when required during holiday periods. This office is closed on Sundays and all Public Holidays.
- Our Noosaville office hours are: 8.30 am to 5.00 pm Monday-Saturday. This office is closed on Sundays and all Public Holidays.
- If you are arriving outside these office hours, could you please call our office so we can organise alternative arrangements. Please advise approximate time of arrival. A Security call out fee may apply for arrivals outside normal office hours, however, usually lock boxes are utilised for out of hours arrivals.
- Please note that there is no storage area available for luggage in the NHR office in Hastings St due to restrictions on space.

## **12 Checkout and Departure**

- Checkout time is 10.00 am. Prior to departure from the property the following must be done.

All rubbish to be removed from the property and placed in the appropriate bins.

Dishwasher must be emptied, all dishes washed, dried and put away.

The property must be left secure with all windows and doors closed and locked.

The furniture must be placed back in its original position.

Please leave the premises clean and tidy as an additional cleaning fee may be charged. All keys must be returned to the offices of NHR. Failure to return keys will incur a fee to cover the cost of having the keys recovered and returned to NHR.

- In the event the premises are left in an excessively dirty or untidy state, a charge will be made to your credit card. All such charges are subject to the managing agent's discretion.
- In the event that a guest does not depart by the due time on the due date, all costs incurred by NHR in the removal of the guest and/or the guests possessions will become a guest charge. This may include, but not be limited to, additional cleaning costs, labour costs to remove possessions and the need for a security company to become involved.

### **13   Personal Property**

- NHR cannot accept any responsibility for loss or damage of the Guest's personal property either during the booked period or after the Guest departure. This includes but is not limited to, loss from theft, damage due to failure of equipment, damage caused by staff and contractors, or inability to retrieve lost property items left at property.
- If items are left behind guests are encouraged to report this to our office within 24 hours of departure and we will do our best to retrieve these items. Guests will be required to provide suitable, post paid packaging to our office to facilitate return of lost property.

### **14   Maximum Number of Guests**

- Each property on our website has a 'Features' list which lets you know the maximum number of guests allowed in each property at any time during the holiday stay – exceeding this number is strictly prohibited. The guest registration card signed upon check in confirms the understanding of maximum occupancy.

### **15   Smoking**

- In accordance with State Legislation, smoking is NOT permitted inside any Holiday Rental Property. If it is found that smoking has occurred, costs associated with the cleansing of the property to remove all traces of cigarette smoke will be charged to the guest. This can include dry cleaning of soft furniture and furnishings. Many properties allow smoking outside the premises, but smoking must only occur more than 3 metres away from the doorway or windows of any property.

### **16   Tariffs**

- Tariffs are current as per the tariff sheet and are subject to change without notice. No responsibility is accepted for errors and omissions contained on this web site. Please note that any verbal quote given is an estimate of price only which will be subject to written advice on confirmation of the reservation. The price of the accommodation cannot be guaranteed until payment of the full deposit is received. (mistakes are not accepted by Property owners – refer to Clause 3)
- In the case of date altered bookings, the prevailing tariff at time of change will be applied to new amended booking.
- Properties that are less expensive than adjacent properties reflect the standard of the property.

### **17   Breakdown of Equipment**

- Air Conditioners, Swimming Pools and electrical appliances are subject to break down and sometimes, delayed repairs. Please report any breakdown as soon as you can.
- Whilst every effort will be made to repair these items as quickly as possible, no guarantee of their availability or serviceability for the duration of a stay is given.

- No refund or reduction in tariff will be made for non-availability of any of these items for any part of a stay or if Wifi cannot be made available or supported at time of a guest arrival, even if marketed as normally being an available feature.
- NHR cannot be held responsible or liable should technical issues arise with any services, including wifi, at any property which is outside of the control of NHR

## **18 Building Works & Noise**

- We will not always be aware of any property within the vicinity of your rental property being renovated. Due to the nature and competitiveness of holiday letting in Noosa, properties all over the Noosa area are continuously being renovated, either in the same building or adjacent buildings
- All Holiday Accommodation is located in residential area and as such is going to be subject to any normal noise in a residential area. NHR and the property owner cannot and will not be held responsible for works and any associated noises outside of their control.
- Where building works are being carried out in the property you are booked in to, it is the individual owners and Body Corporate's responsibility to notify us of any such building refurbishment/renovation.
- No responsibility is taken for disturbances or inconvenience caused by renovations.

## **19 Quality of Properties**

- The Property is professionally managed but due to the weather and the environment at Noosa from time to time there will be leaves in a pool, insects, spider webs, fungi or dust in or around the Property. These can appear very quickly but can be dealt with by trades people. Should any of these or similar conditions be at the Property, NHR will, on being informed by a guest and having verified the accuracy of the information, arrange for the attendance of a trades person as soon as is reasonable taking into consideration the day and time of year but a guest will not have the right to cancel a booking or claim compensation or loss or damages arising from any issue relating to the quality of a property.
- Whilst all care is taken by NHR to ensure accuracy of information and photos are up to date on the website, if on arrival at a property it is not of a type or standard that was expected, NHR cannot accept any liability for any misconception as to the features and quality of the property. Properties are constantly being upgraded and there may be small changes or upgrades made to properties which are not reflected in the most recent photos as shown on the NHR website.
- We do urge you to read the property description thoroughly on the website. NHR is not responsible for any misconception arising from not reading the property description on the NHR website

## **20 Animals**

- No animals or birds are permitted in units as it is against the Body Corporate Regulations. If you wish to bring any animals into a holiday house, you must first check with reservations. We have a small number of homes which are Pet friendly, and if the booking is approved by the owners, a Pet fee is charged.
- 

## **21 Mobile Telephones, TV Reception and Internet Connections/Access**

- Landline telephones are available in a small number of our properties. Most are available for local and incoming calls only. Please check with reservations when making a booking.
- A number of properties provide WiFi and internet access for guests. Where this is provided, guests are requested to be responsible in using it and only use it for accessing emails, social media and simple on-line searches.
- There must be NO downloading of videos, books, music or other copyright material. Excessive downloads may result in a charge to the guest.
- Due to the terrain of the Noosa area and network coverage issues, NO guarantee can be given as to quality of mobile phone reception, television reception, smart phone internet connectivity and wifi connectivity at any property managed by NHR.

## **22 Use of the Property and The Residential Neighbourhood**

- Properties we manage are to be used purely for holiday accommodation only as they are located in residential areas of Noosa and surrounds, and as such, functions, weddings, parties (including bucks parties, hens parties, raves or wedding receptions), after school functions (Schoolies) or any other like gathering for more than the maximum sleeping capacity of the property is strictly prohibited.
- A charge of \$5,000 will be incurred should any type of function, party or gathering be held in the property and the booking will be terminated immediately with no refund of tariff.
- Unfortunately, where damage has occurred, whether accidental or otherwise, the additional cleaning and/or replacement costs will be charged. We do not wish to offend our holiday guests, as most guests respect the properties in which they are holidaying, however we need to advise everyone of extra charges applicable in such circumstances.
- Guests must not at any time of the day make an unreasonable noise, emit vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, grit, oil, waste water, waste products or radio or electrical interference and if it continues after a warning then NHR has the right to terminate the guest's occupation evict the guests and charge the guests for any expenses arising from giving a warning or arranging an eviction including any expenses incurred with any security company engaged by NHR.

## **23 Keys**

- For security reasons, if keys and/or remotes are not returned to our office on checkout, guests will incur the cost of a complete re-key and replacement of all keys.
- Note that a maximum of 2 sets of keys are available to guests for the property booked.
- Some properties have special security master keys which, if have to be replaced, will mean all keys to the property will need replacing and the cost will be much more than the replacement of a non-security key.

## **24 Car Parking**

- Some properties do not provide car parking. If car parking is provided, the Guest must only use the car parking space allocated to the property and not interfere with the use of common property by other persons.

## **25 Future Reservations**

- Reservations do not automatically repeat. If you wish to request the same property for the same period the following year you must make that reservation at time of your check in. Bookings may be made up to 48 weeks in advance - it is advisable to request your booking period either in person, online or by telephone as soon as you are able.
- As bookings may be made by guests online or via 3rd parties (co-let agents, owners etc) we cannot guarantee future booking availability.
- Usual reservations arrangements and conditions apply including payment of the 50% deposit and Booking fee to confirm the booking.

## **26 Body Corporate By-Laws**

- The guest(s) and all other occupants or visitors of the property will comply with all Body Corporate by-laws and rules applicable to the property or which regulate the behaviour of occupants of the property. The guest(s) and all other occupants and visitors of the property will not create or permit any noise or other nuisance to occur or emanate from the property. Failure to comply with Body Corporate by-laws or rules or the creation or occurrence of noise or other nuisance in or from the property may result in the termination of your reservation and removal from the property.
- Details of applicable By Laws can be provided by the offices of NHR

## **27**     **Inspections**

- If NHR believe that these Terms and Conditions have been breached NHR may inspect the property at any time during your reservation upon demand and without notice. An after-hours callout fee may be charged to the guest for any situation requiring the attendance to the property outside of business hours. NHR reserves the right to inspect the property at other times during your reservation upon 24 hours verbal notice. Failure to provide required access to the property may result in the termination of your reservation of the property and removal from the property.

## **28**     **Termination**

- If your reservation of the property is terminated, NHR and/or the Owner of the property is authorised to carry out removal via any methods necessary at the guest's cost. If your reservation of the property is terminated and you are removed from the property, the total tariff paid for your reservation will be forfeited to the Owner of the property. There will be no refund of tariff.

## **29**     **Lost Property**

- If any personal items are left in a property on your departure and are found, be advised that you will be requested to provide a pre-paid and self-addressed envelope of enough size to hold your possessions to enable us to return them to you. Any items not claimed will be donated to charity after 30 days of being handed in.

## **30**     **Bad Books**

- NHR participates in the Bad Books register. By accepting this booking and our Terms and Conditions, you hereby agree that if you or any occupant covered by this booking, including any guests, breach our Terms and Conditions then your Name, Phone Number and Email address along with details of the breach/breaches may be disclosed to the property landlord and/or other agents participating in the Bad Books register. NHR reserve the right to cancel a booking or reject a booking where a guest is registered in Bad Books

## **30**     **Licence**

- Your right to occupy the property is by way of License from the Owner and is for short term residential purposes only and is not covered by the Residential Tenancies Act. You are not entitled to sub-license. The names and addresses of all occupants must be provided prior to occupation as previously provided in this agreement. If you breach any term or condition of this License agreement, then at the discretion of the Managing Agent your tenancy may immediately be terminated by oral notice or notice in writing (either at the discretion of the Managing Agent). If the license is terminated, the provisions under the heading Termination (Clause 28) shall apply in addition to any other relevant terms or conditions.

## **31**     **Note:**

- NHR reserves the right to alter, cancel or change any of these Terms and Conditions as a result of changes in the holiday market, changes in Legislation, the requirements of Property owners, or a Body Corporate at any time without notice.
- These Terms and Conditions have precedence over any other communication, written or otherwise



- The applicable laws governing this agreement shall be the laws of the State of Queensland and Australia and in relation to any dispute the parties agree to submit to the exclusive jurisdiction of any competent court in the State of Queensland.
- To the extent permitted by law the Guest releases and forever discharges the Agent and the Owner, including their heirs, assigns, beneficiaries, employees, contractors and agents from any and all claims, demands, liabilities obligations, causes of action, loss, damage or injury whatsoever whether to property or person arising out of or in connection with this agreement and the Guest's use and occupancy of the Premises.
- The Guest also assumes all liability for and will hold the Agent and the Owner harmless from and against any and all claims, demands, liabilities, obligations, causes of action, loss, damage or injury whatsoever whether to property or person claimed by any licensee, invitee, employee, contractor or agent of the Guest upon the Premises during the Guests' occupancy.