



## TERMS AND CONDITIONS

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

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

### **2 Bookings**

- All bookings must be registered to an adult over the age of 18. Upon check-in the registered guest must personally sign the registration forms and provide a valid credit card for security deposit.
- 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.
- Registered guest must be present at the property with other approved guests for the full duration of their stay.
- To secure a reservation a 50% deposit of the total tariff is required within 48 hours (by the end of the second business day) of making a booking. Should your deposit not be paid by this time, the booking will be automatically cancelled.
- 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 guest may elect to have the deposit already paid transferred to new the new booking or have the paid deposit refunded if they wish to cancel.
- 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.
- D&N and 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 That is, if the property is sold or withdrawn from the rental market, the property is altered in any way, or the owner wants the property for their own use or any other bona fide reason (result of damage by storm or flood for example).
- When a booking is placed and the 50% 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. The balance of the tariff will be due 14 days prior to arrival date and NHR will automatically charge this balance to the same credit card used to pay the initial 50% deposit.
- In making a booking, guests automatically grant D&N and NHR the authority to retain the details of the credit card used to make the initial deposit in the NAB Transact system and to use this card for the payment of the balance of the tariff on the appropriate date.
- If you choose to pay the deposit by Credit Card, the balance must also be paid by Credit card
- If this final payment/balance is not accepted by the credit card as a valid transaction and/or the guest fails to respond to communication regarding this failure, the booking will be automatically cancelled and the initial 50% deposit paid may be forfeited.

- As our office is a 'CASHLESS' office, we accept Visa, MasterCard, AMEX, Direct Deposit and EFTPOS only. Please note that payments by Visa or MasterCard attract a 1.5% processing fee whilst AMEX attracts a 1.95% processing fee. The Processing Fees are always subject to change. Please note that Direct Deposits by International Money Transfer are not acceptable forms of payment due to delays in transfer of funds and excessive bank fees for all parties
- The credit card used for payment of accommodation must be in the name of the person who signs the registration card upon arrival.
- Valid credit card details (MasterCard, Visa or AMEX) are required and will be kept on file securely by our Bank (NAB) 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 that we do not accept payment by Pay Pal or other third party.
- PLEASE NOTE: LEGALLY NO KEYS CAN BE ISSUED UNTIL THE REGISTRATION CARD IS SIGNED AND FULL TARIFF IS PAID.

### **3 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 attract the same conditions as a cancellation as stated below.
- The following conditions apply to alterations to confirmed bookings outside 90 days from arrival:
  - a) Any requests for alterations or changes to bookings are at the discretion of the Managing Agent
  - b) The new booking must be made to the same property as originally booked.
  - c) The tariff for the new booking must be the same or greater than the original booking.
  - d) The prevailing tariff at time of change will be applied to new amended booking.
  - e) The new booking period must be within 12 months of original booking date.
- All requests to cancel 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 or by facsimile to +61 7 5447 3004

### **4 Booking Fee**

A \$45.00 non refundable Booking Fee will be applied to all bookings

### **5 After Hours Call Centre**

• Our afterhours call centre is managed by Wilson Security 1300 883 511. 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.

### **6 Cancellation Policy**

- Effective from 1 July 2013, the following Cancellation policy will apply to all bookings made from that date and will replace all previous Cancellation policies.
  - a) If a booking is cancelled for whatever reason and the property is rebooked again by another guest for the same time and same tariff, the amount paid to date will be refunded less a \$500 (incl GST) Administration fee.
  - b) If a booking is cancelled for whatever reason and the property is NOT rebooked again by another guest for the same time and same tariff, the amount paid to date will be forfeited

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

- Telephones are available in some of our properties. Most are available for local and incoming calls only. Please check with reservations when making a booking.
- A small 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.
- 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 D&N & NHR.

- There must be NO downloading of videos, books, music or other copyright material. Excessive downloads may result in a charge to the guest.

## **8 Insurance**

- We strongly recommend you purchase travel insurance to cover any unforeseen circumstances including loss of deposit, cancellation of airline flights, cancellation fees, medical expenses and loss of any personal belongings during the stay.

## **9 Check In**

- 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 morning).
- Our Sunshine Beach office hours are: 8.30 am to 5.00 pm Monday-Saturday. 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.

## **10 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 D&N and NHR. Failure to return keys will incur a fee to cover the cost of having the keys recovered and returned to D&N and 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.

## **11 Personal Property**

- D&N and 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.

## **12 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.

## **13 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 of any property.

## **14 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.
- 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.

## **15 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.

## **16 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. D&N, 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.

## **17 Quality of Properties**

- Whilst all care is taken by D&N and 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, D&N and 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.

## **18 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.

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

- Telephones are available in some of our properties. Most are available for local and incoming calls only. Please check with reservations when making a booking.
- A small 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 D&N & NHR.

## **20 Weddings, Parties, After School (Schoolies or the like) Functions etc.**

- 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 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 or gathering be held in the property and the booking will be terminated immediately with no refund of tariff.
- Unfortunately, where damage has occurred, 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 every one of extra charges applicable in such circumstances.

## **21 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.

## **22 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.

## **23 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 to confirm the booking.

## **24 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 D&N and NHR

## **25 Inspections**

- If D&N and NHR believe that these Terms and Conditions have been breached D&N and 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. D&N and 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.

## **26 Termination**

- If your reservation of the property is terminated, D&N and NHR and/or the Owner of the property is authorised to carry out removal via any methods necessary at the guests 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.

## **27      Bad Books**

• D&N and NHR participate 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. D&N and NHR reserve the right to cancel a booking or reject a booking where a guest is registered in Bad Books.

## **28      License**

Your right to occupy the property is by way of License from the Owner and is not a residential tenancy. 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 shall apply in addition to any other relevant terms or conditions.

## **29      Note:**

- D&N and 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:
  - (a) 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.
  - (b) 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.