

## Terms & Conditions on all Serviced Apartments Properties

### TERMS & CONDITIONS OF TENANCY

To protect all parties involved in the letting of your fully self-contained property we ask that you carefully read the following Terms and Conditions:

1. Your holiday property is available from 2pm on your day of arrival with a vacate time of 10am on the date of your departure as shown on your booking confirmation. If not vacated by 10am an extra day will be charged for any late check outs. Ian Ritchie Real Estate is open Monday to Friday 9am to 5pm, Saturday 9am to 12pm and is closed Sunday and Public Holidays. If special arrangements are required for collection of keys after hours a \$25.00 cash service charge may be applicable. (This fee is subject to revision any time without notice). Any late departures will incur a fee if no prior arrangements in place.
2. A Guest Registration Form is required to be completed for all bookings. The registration form requests details of your name, address, drivers licence number as well as credit card details. If credit card details cannot be supplied a \$500.00 cash or EFT bond is payable. The bond balance will be returned by cheque or direct deposit within 7 days of your departure date. An increased bond may be incurred for group bookings or at our discretion. Failure to comply and abide by The Agent Terms and Conditions can result in immediate eviction without any refund of monies paid. Any bond issues attract a \$50.00 administration fee.
3. The premises are let to the person making the booking (18 or older), and will be held responsible for the conduct of all guests. The premises are let for holiday purposes, only for the period stated on the receipt and for the maximum persons as agreed with the agent at the time of the booking.
4. The premises are to be left in a clean and tidy condition, including outdoor area and supplied BBQ (where applicable) to avoid additional cleaning fees.
5. All the properties are NON-SMOKING. Any smoking inside the property will incur a \$500.00 cleaning fee + any extra costs associated with cleaning of the premises.
6. **A deposit of 50% of total booking (plus booking fee) is required to confirm your booking and is payable within forty-eight (48) hours from the date you made the booking. Balance of tariff is due on your arrival date. Payment may be made by MasterCard, Visa, or direct deposit. There is a .88% credit card fee and 15c debit card fee on all holiday transactions.**
7. A fee for dishonoured or re-presented cheques is charged.
8. **All bookings incur a \$50.00 non-refundable booking fee per property. If the booking was made through Stayz an extra booking fee is charged and this is also non-refundable (8.5% of total tariff) any bookings cancelled will not receive a booking fee refund.**
9. **Cancellation Policy: Special conditions apply for cancellations. Deposits will be refunded less 50% cancellation fee, if the premises can be re-booked for the entire period. If the premises cannot be re-booked all monies will be non-refundable. CANCELLATIONS MUST BE IN WRITING. If you shorten your stay, the unused portion of your rental is not refundable. The Agent retains the right to negotiate the tariff or length of stay to obtain a booking on a cancelled booking as we deem necessary. The \$50.00 booking fee is non-refundable if you cancel a reservation. Please note: Peak times such as Christmas and Easter periods and 2 week bookings either side of these dates, will be NON REFUNDABLE unless 30 days' notice has been given.**
10. Each holiday property is equipped for a specific number of guests. It is against Health Department regulations for more persons to occupy a property than there are beds to accommodate them. No mattresses, tents or caravans, or more cars than the property accommodates are allowed. If a property is reported to be overloaded, the tenants will be asked to vacate with no refund made.
11. Linen and towelling must be used on all beds and is provided. Please note that waterproof bedding is not provided and we ask that you supply your own if required. A \$150.00 cleaning fee will be charged for wet mattresses.
12. Under NO circumstances are Pets allowed on any holiday property unless approval in writing.

13. Tenants are responsible for safekeeping of accommodation keys and/or remotes. If keys and/or remotes are lost you will be responsible for the changing of the locks and remotes (if applicable) and the cutting of 3 new sets of keys. Should a guest require duplicate keys after hours a \$50.00 service fee is applicable. If no keys are available, tenants will be liable for any costs involved in gaining entry to premises via a locksmith. Duplicates are NOT always available. **Guest must not break in or attempt to break into premises when locked out.**

14. All guests are responsible for any loss or damage arising from breakages or other damage to the unit or common property during their stay, including any additional cleaning, removal of excess garbage, repairs or replacement items in the property. All properties are privately owned. Please respect the owner's property and under no circumstance should furniture be moved. A fee may be charged should this occur. Do not move items from property to property. All damage, breakages or losses to the property and/or furniture and furnishings are to be reported to the Agent within 24 hours, and paid for by the guest immediately. Should you discover a fault or breakage when you arrive, please advise us or we will consider those the responsibility of the current guest and charge accordingly. Funds will be deducted from the security deposit if we need to make a claim which may include, but is not limited to, the following: excess cleaning fees, damage or breakages, excess garbage removal, late checkout. When the total amount claimed for damages exceeds \$250.00 an agent's fee of \$50.00 applies. Under no circumstances should furniture be moved.

15. 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.

16. 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 control. No responsibility is taken for guests personal 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.

17. No responsibility is taken for tenants personal property left on the premises. If requested we will endeavour to recover and return items of value inadvertently left in your holiday property, but take absolutely no responsibility for the recovery or return. Postage, 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 \$20.00 applies. Items of low value will be disposed of within 14 days.

18. All laws must be observed, you are in a residential area and regard must be paid to the quiet enjoyment of other occupants in the building and neighbouring properties, noise pollution is a punishable offence by law and as such we reserve the right to immediately terminate the tenancy without refund for any breach of this condition.

19. When a booking is made, the deposit is accepted for the owner at that time. If the property is for sale and the ownership changes before your holiday, we cannot guarantee that the property will remain available. We cannot accept responsibility for decisions made by a new owner. However, if the property is sold, you will be notified, allowing time to organize alternative accommodation.

20. The booking is made in good faith by us but may be subject to change as may be notified by the owner prior to the commencement of the booking. We cannot accept responsibility for actions taken by the owner of the premises outside our control. (Every reasonable endeavour will be made to offer alternative accommodation should this occur.)

21. If your holiday property is listed for sale while you are in residence, the occupier agrees to allow the owner or agent to conduct inspections with prospective purchasers at mutually convenient times, by appointment only.

22. In the case of refurbishment or owners instructions, 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 also offer you alternate accommodation if possible.

23. All properties under Ian Ritchie Real Estate's 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 The Agent to compensate or discount.

24. At times situations arise of which we have no control. The Agent reserves the right to move visitors to alternate accommodation (subject to availability) at their discretion or the direct instruction of the property owner. If this is the case, we will notify you as soon as possible and make every reasonable effort to make sure you are satisfied with your new address.

25. The tenant agrees to allow the Agent or his nominee to enter accommodation to arrange necessary repairs.
26. Should a tradesperson be sent out upon your request to carry out a repair that was unnecessary, the cost of the callout will be charged to you.
27. In the event of a call out after hours to the agent a \$50.00 call out fee applies.
28. Web bookings description of the premises is made in good faith. Our staff will describe the premises, position and furnishings to the best of their ability and in good faith. No responsibility or refunds for alleged misrepresentation can be accepted. Please choose your property carefully using the information provided on our comprehensive website. There is no provision to change properties on your arrival if you are unhappy with your choice. (Other than on the basis that the full rental due be forfeited and full rental on new premises is paid prior to occupancy).
29. In the event of renovation/building work being carried out in or near the holiday premises, such work is beyond our control and we cannot accept responsibility for any disturbance, noise or inconvenience you may suffer as a result. No discount will be negotiated for any of the above.
30. Keys should be collected from Agent, Agents Address, during normal Business hours. Monday to Friday 9am to 5pm, Saturday 9am to 12pm. Sundays and Public Holidays the office is closed. NO keys will be left in our afterhours key safe unless the booking is paid in full and Credit Card Authorisation is completed before arrival.
31. Tariffs are subject to change without notice. We cannot be held responsible for bookings without prior inspection if the accommodation is unsatisfactory.
32. GARBAGE BINS are provided with all properties. Please ensure that all garbage is removed from your holiday property and placed in bins provided. Please read the sign in your holiday property for garbage collection day. You are required to place the bin on the kerbside for collection with the handle facing the property. It would be appreciated if all garbage could be placed in plastic bags, before placing in the GREEN bin. Please place only recyclable items in YELLOW to avoid contamination. A fee will be charged for removal of rubbish & cleaning of bins if they are not collected for this reason. RECYCLING BINS - YELLOW LID, are collected every second week on the same day as normal garbage. Observe neighbouring properties for correct placement of bins.
33. The Agent reserves the right to withhold funds from the Holding Security Deposit via the agreed Credit Card pre Authorisation as a security deposit in the event of any loss or expenses arising from a breach of an agreement to rent the property, for any extra costs incurred for repairs, cleaning and excessive rubbish removal. A booking form with all details must be completed prior to tenancy. These details will be deleted at the end of the month in which the booking occurred.
34. Booking extensions are subject to availability of the property AND payment in full being made. For longer term bookings, payment one month in advance AT ALL TIMES must be adhered to. Failure to keep one month in advance will result in a five (5) business day period to pay. We reserve the right to terminate the tenancy as at the date paid to for breach of this condition.
35. Failure to comply with any of the conditions may result in immediate termination of your tenancy.
36. Ian Ritchie Real Estate reserve the right to change the wording, add to, delete or modify these terms and conditions and this could happen at any time for any reason.