

Gunbower Cottage Holiday Rental TERMS & CONDITIONS

Please read the below – as by confirming a booking with a deposit you are agreeing to abide by these Conditions

Interpretation:

We, Us, Our, Agent – means Gunbower Cottage, its owners or agents. Tenant, Guest, or you – means the lessee of the defined holiday premises. By booking a holiday rental property with us and paying the booking deposit, you agree that you will be bound by, and personally responsible for performance of your obligations under these conditions of letting.

1. Tariffs

- a) A provisional booking may be made through our website www.gunbower.com.au or by email or phone to our office. Provisional bookings are held for 24 hours only pending receipt of the Deposit. A deposit at time of booking or ASAP is much appreciated.
- b) A deposit of 25% of the total cost of your booking is required upon reservation to ensure that your booking is confirmed. When booking within 28 days of booking commencement date, full payment is required.
- c) Full payment of booking is required at least 28 days prior to commencement date – payments can be paid by Electronic Funds Transfer (EFT), or Pay Pal.
- d) If for any reason your payments are not received by the due dates, we reserve the right to cancel your booking and apply appropriate cancellation charges (see clause 5 cancellation conditions).
- e) A code for the Key box will not be given out unless full payment has been made.
- f) Tariffs quoted are correct at time of printing and are subject to change without notice.

2. Security Deposit

- a) A security deposit of \$200 - \$500 (depending on the number of guests and length of stay) will be payable prior to your arrival at Gunbower Cottage.
Gunbower Cottage reserves the right to make claims on the security bond if the terms & conditions are not met, resulting in loss, extra cleaning, damage to the premises or contents, expense of inconvenience.
- b) Guests will not be notified on claims being made prior to any payments being debited, however a full report will be supplied once the charges have incurred.
- c) Your security bond will be returned within up to 5 days of vacating after satisfactory property inspection, the refund will be via direct deposit.
- d) An increased security deposit may be incurred at our discretion.

3. Guest Responsibilities

- a) Guests may only park vehicles in the designated areas.
- b) The property must not be used for unlawful purposes.
- c) The booking will be terminated if any guest fails to comply with the Terms and Conditions after receiving a warning.
- d) All guests must conduct themselves in a proper manner so as not to cause a nuisance, including excess noise, to neighbouring properties. Unruly, loud or offensive behaviour will not be tolerated. If complaints are received this may result in termination of the booking and loss of unused balance of accommodation. A penalty fee of up to \$500 will also apply.
- e) Parties and Functions are strictly prohibited. Immediate termination of the booking without refund may result. A penalty fee of up to \$500 will also apply. **Gunbower Cottage has a NO PARTY POLICY.**

- f) 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 controls. No responsibility is taken for guests' 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.
- g) 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.
- h) Damage to the property or its inclusions by guests or their visitors, other than fair wear and tear, must be reported to us as soon as possible and arrangements made to pay for the cost of repair or replacement.
- i) Furniture is not to be moved around. Items are not to be moved from room to room. A fee will be charged should these occur.
- j) Should any native animals (frogs, snakes, possums etc) cause concern in the property, please notify the owners as soon as possible.
- k) If keys are lost, the locks may need to be changed at the guest's expense.
- l) Should a guest lock themselves out of the property a \$200 call out fee is applicable.
- m) No more than the registered number of guests are to occupy the premises. No extra mattresses are to be brought onto the property. If the property is reported to be overloaded, the booking will be terminated and guests will be asked to vacate with no refund made.
- n) Strictly no tents or caravans are permitted on the property.
- o) Any areas designated as private by the owners are strictly out of bounds.
- p) A description of the property and its inclusions is as accurate as possible. Without prior inspection, no guarantee can be given that a property will satisfy guest's expectations.
- q) Children must not jump on beds. Damage resulting from children jumping on beds will be at the cost of the guest.

4. Cleaning

- a) It is the guest's responsibility to maintain the cleanliness of the property during the lease period.
- b) Smoking inside is **prohibited**. Guests must discard cigarette butts into the outside rubbish bins. Cigarette butts discarded into garden beds may incur an additional charge for cleaning.
- c) Departing guests must leave the property clean & tidy. This includes emptying the rubbish bin, washing, drying and putting away all dishes, emptying the dishwasher, emptying and cleaning of the refrigerator, oven/griller & microwave, cleaning of the Grill, turning off the lights & all appliances including air conditioning. Guests are required to secure the premises upon departure by locking doors and windows.
- d) The cost of a standard clean is included in the tariff charged. The owner reserves the right to recover any costs above the standard clean from guests at or following a departure.
- e) Council rubbish bin collection occurs weekly on a Thursday for general waste (red bins) & fortnightly on a Thursday for recycling (yellow topped bins). Please place bins on the kerb the evening before, face out for collection. A fee will be charged if any excess rubbish has to be removed.

5. Cancellations

- a) If a guest cancels a confirmed booking more than 28 days prior to check in, the deposit will be returned.
- b) If a guest cancels a confirmed booking less than 28 days prior to check in there is no refund.

- c) No refund is made on the unused portion of rent, if guests vacate the property prior to their departure date.
- d) In the event of advance bookings being cancelled by the owner a full refund will apply.
- e) Due consideration will be given, in consultation with the owner, to any cancellation at any time occasioned by exceptional circumstances.

6. Change of Property/Dates

- a) Accommodation dates may be changed up to 28 days before arrival but this is subject to availability. Dates changes less than 28 days before arrival will be considered depending on circumstances and availability but a \$50.00 administration fee may apply.
- b) No fee will apply to extend the dates of your holiday booking; however this is subject to availability.

7. Arrival / Departure Times

- a) Arrival time is from 1pm on the day of arrival and departure time is strictly 10am on the date of departure. Extended stays may be permitted, if available, and prior arrangement has been made. A fee may apply for late departures if no prior arrangements are made.
- b) On departure the keys must be returned to the locked box. Lost or damaged keys will be charged.
- c) Keys are to be collected from the locked box next to the front door. We will provide you with a code for this box prior to your arrival.

8. Linen

- a) Gunbower Cottage is fully self-contained. Linen (sheets, pillow cases, bath mats, hand towels, bath towels & tea towels) are supplied. Pillows, mattress protectors and blankets/duonas are also supplied.
- b) Linen must be used on all beds at all times.

9. Pets

- a) Gunbower Cottage is designated 'pet friendly' and a charge of \$15 is applicable per animal per night, for the duration of the stay.
- b) Upon departure of the property all animal droppings must be removed from the premise and disposed of properly. If this does not occur a cleaning fee may be charged to the guest.
- c) If pets, which have not been approved, are found inside the premise, the booking will be terminated and the guests will be asked to vacate with no refund made.
- d) Any pest control required as a result of a pet inside and/or on the premise will be charged to the guest.
- e) There are many waterways (and muddy areas) around the vicinity and all pets must be washed and dried before being allowed back into the Cottage. Please do not use the linen supplied to wash / dry your pets.
- f) Pets are NOT allowed on any beds or furniture.

10. Faults/ Problems

- a) In the event of faults and/or malfunctions of appliances or inclusions, the owners will do their best to fix or replace these items straight away – please report any maintenance issues as soon as they are discovered. There is no obligation from the owner to compensate or discount.
- b) Gunbower Cottage will accept no responsibility for any inconvenience with machinery breakdown. The owners' best endeavours to repair, replace or hire an alternative will be

undertaken.

- c) Should a tradesperson be sent out upon a guest's request to carry out a repair that was unnecessary, the cost of the callout will be at the guest's expense.
- d) Guests must inform us immediately if the property is damaged or not clean, otherwise they are deemed to have accepted the property in the condition of arrival. If a property is reported as stale (dirty), we reserve the right to have the property cleaned ASAP.
- e) Lost Property – if requested we will endeavour to recover and return items inadvertently left in the Cottage, but we take no responsibility for the recovery or return of these items. Postage and packaging is at the guest's expense. Low value items will be held for claiming, if returned to us, for a maximum of 2 weeks and if not claimed will be disposed of.
- f) We may inspect the property with reasonable notice and at any time without notice if there is any belief that there has been a breach of these conditions herein.
- g) If the occupancy ends or the lease is terminated, guests must immediately vacate the property. We are authorised to perform any action required to enforce the eviction of any guest and removal of guest's property.

11. Excessive Noise Policy

- a) Tenants will make every possible effort to ensure that they do not interfere or cause a nuisance to neighbours. Excessive noise can be a major cause for complaint. Loud music, televisions and partying that causes excessive noise will not be permitted.
- b) All laws must be observed. You are in a residential area and regard must be paid to the quiet enjoyment of 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. A penalty fee of up to \$500 may also apply.