



18 River St, Maclean NSW 2463 p: 02 66453433 e: holiday@clarencevalley.com.au

## Booking Terms & Conditions

**Guests are agreeing to these terms and conditions when a booking is confirmed, and payment is made. Any breach of the below Holiday Letting terms and conditions, as agreed by both parties, permits the owner or Maclean Local Real Estate to refuse entry, amend the rent or immediately terminate the letting.**

---

### **Licence not a Tenancy**

The booking with Maclean Local Real Estate is not a residential tenancy agreement under residential tenancy legislations. Failure to comply with any of the guest's fundamental obligations and the terms and conditions of the property may result in immediate termination and eviction. The guest is granted a licence to occupy the accommodation for the agreed booking period. Refunds will not be paid on terminated occupancies.

### **Number of Persons, Noise, Parties and Functions**

Properties are for guests only. No outside guests are permitted on the premises without pre-arrangement in writing from Maclean Local Real Estate. The number of occupants must not exceed the number of persons shown on your confirmation. Any increase in numbers must be agreed in advance and may incur additional fees.

Excessive noise, parties and functions are not permitted as they can cause disruption to neighbours as well as nearby residents and other holiday makers. If an unauthorized function is held at the property, the bond processed for the booking will be retained and additional fees to cover the standard function fee may apply.

### **Schoolies and Functions eg. Weddings, etc**

There are a select few properties where functions are permitted however express permission must be granted for any booking and additional function fees apply. As a duty of care to properties and owners, Maclean Local Real Estate reserves the right to refuse any bookings that are determined to be inappropriate or that fall across Schoolies dates. If bookings are accepted a higher security deposit may be payable.

**OVERLOADING:** 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 and found to be overloaded, all tenants will be asked to vacate with no refund made. We would like to remind you that the Brooms Head area is un-sewered and extra load on septic tanks can also cause additional expense to the owners of the property.

### **Check-in and Check-out**

Our office hours are 8.30am to 5.00pm Monday to Friday and 9.00am to 12.00pm Saturday. If arriving after hours please notify our office and we can arrange key collection from our key box situated on the exterior of our office.

Check-in is available from 2pm on the day of arrival. Check-out is 10am on the day of departure. There may be variations to these times, if so guests will be advised accordingly.

We will try to accommodate requests for early check-in/late check-out however they are subject to availability (i.e. other bookings in place, cleaners available to accommodate the request, maintenance schedule) and fees may apply. Despite any early applications, approval will only be granted 1-2 days prior to entry/departure if available.

**LATE DEPARTURE:** If a late departure is not approved prior to you vacating the property, a late check out fee of \$10.00 per 15 minutes will be charged to any occupants that have not vacated by 10.00am on the day of their departure. As our cleaners are sometimes on very tight schedules and we may have other occupants moving into the property on the same day, it is imperative that you vacate the property by 10.00am.

### **Keys**

Keys are to be collected and returned to our office at 1/18 River Street, Maclean. If outside of office hours there is a key collection box and a key return drop box on the exterior of our building.

### **Linen**

Linen is NOT provided in most of our holiday properties as there are no linen services available in our immediate area. For this reason you are required to bring your own sheets, bath and beach towels and tea towels, unless advised otherwise.

### **BOOKING PAYMENT:**

A booking is NOT confirmed until the 50% of the total rent payable is received by Maclean Local Real Estate, plus a \$30 booking fee. This deposit is required within 48 hours to secure the booking. The balance of all outstanding monies is due thirty (30) days prior to the date of your arrival. However, if a booking is made less than 30 days before the date of arrival, then all monies are payable within 48 hours of the booking being made. Payments may be made by cheque, cash or direct deposit, however your booking has been made 4 days prior to your stay, payment must be made by cash.

**SECURITY DEPOSIT:** A security deposit is payable within 30 days prior to your booking as per your booking confirmation, up to \$400. Please note monies will only be deducted if our Holiday Letting Terms & Conditions are breached. The security deposit will be refunded, minus any deductions (if applicable), usually within 10 days of your vacate date. Security deposit deductions are rare, however when they are necessary you will be advised of details of any charges plus an administration fee of up to \$50, may be payable if we are required to organise additional cleaning or repairs.

### **BOOKING FEE**

A \$30 non-refundable booking fee will be applied to all bookings.

### **CANCELLATION POLICY**

**You agree to pay a non-refundable deposit equivalent to 50% of the total cost of the booking. In the event that you cancel your booking you understand that you will forfeit this deposit, along with the booking fee of \$30.00**

#### *Cancellation within 30 days...*

**Furthermore, if you cancel your booking within 30 days of the date of your booking you will forfeit the full amount of your booking, unless a new booking is secured for the same period.**

***Please Note:* No refunds of unused portions of a holiday are given. Refunds may only be paid when a new booking is secured and paid for.**

### **Date Changes**

Date changes are only possible at the discretion of Maclean Local Real Estate and the owner of the property and may incur an additional booking fee of \$20.00 in consideration of the process involved in making the adjustments.

### **Changes/Cancellations made at the request of the Owner**

All bookings are accepted in good faith by the Maclean Local Real Estate however, maybe be subject to change or cancellation. Maclean Local Real Estate cannot accept responsibility for actions taken by the owner(s) of the property, which are outside our control. Reasonable actions will be made by Maclean Local Real Estate to offer alternative accommodation should this occur. If there is no alternative accommodation available a full refund of the amount already paid will be made. Maclean Local Real Estate will not be liable to refund any fees you may have paid to any third party in connection with your holiday, including but not limited to, fees for travel, insurance or activities. In the event that the property booked is listed for sale, the guest agrees to allow the owner or agent to inspect the property with the prospective purchasers, by appointment and during reasonable hours.

Property tariffs may change at any time without notice.

**Description of Property:** As the managing agents we endeavor to adequately describe our holiday homes and units in good faith without mis-representation. We accept no responsibility for bookings made site unseen as we have made photos of all of our rental properties available on our website at [www.clarencevalley.com.au](http://www.clarencevalley.com.au), so occupants can determine whether or not the accommodation is suitable. No refunds will be paid if you

### **Indemnity and Liability**

Guests' actions, conduct and safety are the responsibility of the guests. The agent and owner(s) of this property do not condone: unsafe, irresponsible or illegal actions/behaviour etc. on or off the premises, during a stay or at any other time.

A condition of entering and/or staying at this property means that all guests understand and agree to indemnify the agent and owner(s) against any responsibility or action(s) (legal or other), due to any action(s), incident(s), loss or injury(s) while within or outside of the premises (including, but not limited to, the grounds, facilities, structures, etc.) during a stay or at any other time.

To the extent permitted to by law Maclean Local Real Estate will not be liable for losses arising as a result of this agreement whether such losses arise as a result of Maclean Local Real Estate's negligence or otherwise.

### **No Smoking**

For the comfort of all our guests, all of our properties are non-smoking. We appreciate your understanding and respect your right to smoke but ask that you do it outside. Please ensure all cigarette butts are carefully disposed of.

### **Excess Cleaning, Damages and Charges**

Maclean Local Real Estate requests guests leave the property as it was found to avoid extra cleaning charges. This includes washing dishes, placement of rubbish in the bins provided and cleaning of the BBQ. Beds will be stripped and floors and surfaces cleaned after you vacate, however excessively dirty walls/floors and linen will incur extra charges.

### **Damages**

In the event of breakages, damages and lost items, Maclean Local Real Estate requests that guests contact our office to report the incident as soon as possible. Damages may be deducted from your security deposit, however if the cost of extra cleaning and/or damages incurred exceeds the amount of the security deposit paid, you acknowledge that you will be responsible for such costs.

### **Mobile Phone Reception and Internet Connection**

Please note mobile phone reception and internet connection in the Brooms Head area is very poor and we cannot be held accountable for this.

### **Lost Keys / Keys Locked Inside**

If guests lose keys or lock keys inside the property and require access, a call out fee will apply. If replacement keys need to be cut or key barrels need to be replaced, any costs to do so will be charged to the guest.

**CALLOUTS:** Should a tradesperson be sent out upon your request to carry out a repair that was deemed unnecessary, the cost will be charged to you. If you lock yourself out of the premises during business hours and cannot collect a spare set of keys from our office a call out fee of \$50 will be charged. If any event that keys need to be dropped out to you after business hours a call out fee of a minimum of \$50 will apply, if after 6pm the call out fee increases to a minimum of \$100.

### **Rubbish Collection and Excess Rubbish**

Please put all rubbish in the appropriate bins provided outside no later than the night before collection. Please ensure the rubbish is put out at a reasonable hour so as not to cause noise and disrupt the neighbourhood (e.g. with recycling bottles). The bin lids must be able to close for the collection. If the bins are not put out or if there is excess rubbish upon check out, a private contractor will be organised to empty the bins and charges will be deducted from your security deposit.

### **Personal and Lost Property**

No responsibility will be taken by Maclean Local Real Estate for guest's personal property. If items are left at a property we will contact the cleaners to determine whether the items were located. If located, guests are required to send a postage paid, return addressed envelope to the office for the items to be returned. Return costs and tracking of items are the guest's responsibility.

### **Animals & Pets**

Under no circumstances are animals or pets allowed at the property unless stated otherwise. Pets are only permitted at pet-friendly properties approved by Maclean Local Real Estate. Pet friendly terms and conditions must be agreed to, and any damages caused will be deducted from your security deposit. This permission is provided on a case by case basis and is subject to the following terms and conditions.

All pets are to remain outside, however small and toy breeds may be allowed inside following specific approval. Guests must ensure their dog:

- Is groomed to avoid moulting and is cleaned prior to entering the house to avoid marks to the property
- Has had up to date worming, flea treatments, vaccinations
- Has had nails trimmed to avoid scratches to the floors and furnishings
- Does not jump up on beds, furniture or rugs (indoors or outdoors)
- Is not left unattended as excessive barking may result in complaints from neighbours. If noise complaints are received and the pet cannot be quieted, guests will be required to remove the dog from the property at their own expense.

Additional cleaning charges may apply should pet hair, urine, fleas or any evidence (including smell) of the pet be left behind when guests leave. It is advised for pets to wear tick/flea collars to avoid bringing or picking up ticks/fleas to/from the area.

Maclean Local Real Estate accepts no responsibility for death of, loss of, injury or sickness to pets during the accommodation period - full and sole responsibility for the pet and its actions lie with the pet owner and upon acceptance of terms and conditions the guest agree that no legal action (including payment of veterinary accounts) will be taken against the landlord and that no discussion will be entered into.

**FAULTY APPLIANCES:** All properties under our 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 Maclean Local Real Estate to compensate or discount, however we will do our very best to ensure the appliance is repaired or replaced as soon as practical.

**UNEXPECTED SITUATIONS:** At times situations arise for which we have no control. The staff at Maclean Local Real Estate reserve the right to move guests to alternate accommodation (subject to availability) at our 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 accommodation.