

# By The Sea Holiday Rentals – RENTAL AGREEMENT

## Terms and Conditions of use of holiday rental

### Bookings

- That the Guest understands that they have chosen the property without viewing prior to booking that they are responsible for their own choice. We advise to avoid confusion regarding your booking you visit our website [www.bythesea.com.au](http://www.bythesea.com.au) and view your accommodation the premises and location are described to the best of our ability in good faith and we will accept no responsibility for any changes to properties. No refunds will be accepted.
- Every effort is made to keep inventories and photographs up to date, however changes can be made without notice.
- There is no refund for cancelled or terminated bookings, or departure for shortening days
- That a cleaning fee applies to all properties.
- Holiday homes are privately owned, if for some reason the house booked is not available, every reasonable endeavor will be made to find the guest another property to suit your needs
- Bookings are made in good faith and are subject to the specified terms and conditions The management of “by the sea” reserves the right to refuse tenancy if breaches to the terms and conditions are evident.
- The owner/ agent will not be held responsible for failure of utilities and essential services such as electricity and hot water, should it cease to function, upon appropriate notification every attempt will be taken for appropriate action.
- All prices are correct at the time of quoting/booking. The owner reserves the right to change the rates at any time. If no payment has been received, you will be advised and have the choice of continuing with the booking.
- Tariffs are current and subject to change without notice, no responsibility is accepted for errors and omissions on the website or verbally.
- Bookings
  - Different booking platforms may offer different prices and options for example linen, these are the owner requests please make sure you read what is included in your cost.

### Payment policy

- “by the sea’ accepts payments via credit card,(Mastercard, Visa or Bankcard). Variation of payments may be made if it is a Christmas booking,

### Cancelations - Cancelation policy may vary on different booking platforms.

#### All booking payments are non-refundable

- All notifications for cancelations of a booking are to be in writing via email to [info@bythesea.com.au](mailto:info@bythesea.com.au)
- If your booking is cancelled 30days or more prior to your arrival date all funds will be refunded
- Any cancelations made 30days or less prior to your arrival will result in forfeiting all monies being the full rental and charges levied.
- A change of booking dates attracts the same conditions listed above
- No refunds for early departures or shortening of stays.

**Double bookings** – If a double booking occurs (NOTE- human error can occur), the first booking taken will take preference and if available, every attempt will be taken to find you an equivalent property. If there are no properties available, we will refund in full.

### Occupants are Required to abide by and follow house rules while they are staying in the property:

*As per our terms and conditions we request that you leave the property in the state in which you found it on arrival to avoid additional fees*

- 1) That check in will commence from 3pm on the date of arrival and check-out will occur at 10am on the date of departure. Additional charges will be levied for late check out and invoiced accordingly. Late check-outs are not available during the peak season.

## By The Sea Holiday Rentals – RENTAL AGREEMENT

- 2) That the maximum number of guests of the property shall **not exceed the agreed number of occupants when booking the property.**
  - In a case where the number of occupants exceeds those agreed, the agent shall at their sole discretion terminate the booking with no refund or adjustment to be given to the guest.
  - **NO Caravans / Camper Trailers / Tents** are permitted on the property or within the property boundaries, the agent at his or her sole discretion may terminate the booking should the guest breach these conditions.
- 3) That the guest agrees to allow the agent or his or her agent to enter the premises to carry out any necessary repairs or house checks should the need arise at the discretion of the agent.
- 4) **NON-DISTURBANCE CLAUSE:** Guests shall not disturb, annoy, endanger use (fireworks) or inconvenience neighbors nor use the premises for any unlawful purposes. All guests must respect the privacy of not cause nuisance to the neighboring properties.
  - That the property is for use only by persons above the age of 18 unless always supervised by an adult.
  - That **functions and parties are always strictly prohibited.**
  - That no drugs or illegal activity are permitted on the premises and that the guests understand that the agent will report any such activities to police.
  - Drunkenness, offensive behavior, or rowdy behavior will not be tolerated under any circumstances,
  - That the Guest understands that any malicious damage or behavior will be reported to police immediately.
- 5) That the Guests are responsible for loss or damage to fittings, fixtures, or any other item of furniture at the rental property. All damages, breakages and losses must be replaced, paid for, or made good to the satisfaction of the owner/agent.
- 6) Any damage not reported or found in an inspection of the property will be charged and invoiced accordingly plus any additional costs associated with the repairing of the damage
- 7) Lost keys must be reported to the Agent and the replacement cost to be invoiced to the Guest. Lost keys shall be levied at a cost of \$60.00 per key that requires replacement.
- 8) **THAT NO SMOKING** occurs inside any property, a fee of \$250.00 will be charged should this not be followed. **All properties are NON-SMOKING without exception.** Smoking is only allowed outside and cigarette butts should be disposed of properly and not thrown on the ground a fee of \$250.00 will also be charge for a yard clean if this is not followed.
- 9) **THAT NO PETS** shall be permitted either inside or outside the property, of properties that are not pet friendly
  - **Pets:** (If Property allows.) Pet owners are responsible for cleaning up after their Pets both inside and outside the Property. If there is an 'accident' in the house, please clean immediately. Any remaining stains on carpet will require professional steam clean at renter's expense. Please clean up backyard before departure. No dogs allowed on beds or furniture at any time and if dog hair is found on lounge suite, mats, or beds than an extra cleaning fee will be charged. Please always keep your dog securely on a collar and lead when leaving the house. Excessive barking will not be tolerated. Two dogs maximum. Fully enclosed rear yard. No responsibility for dogs jumping and escaping.
- 10) That the premises must be left clean and tidy and restored to the same condition as at the time of arrival. If the property is not clean and tidy to the satisfaction of the Agent, then an additional cleaning fee will be invoiced accordingly at \$50.00 per hour.
- 11) All rubbish must be placed in the external council bins provided. There are 3 bins: Red bin is for general waste, Yellow is for recycling and Green ins garden waste. A bottle and can bins are also provided.
- 12) That all furniture and household effects must not be removed from the premises and must be always left in the same position.
- 13) That bookings are only confirmed upon receipt of the full payment by the Agent. Any deposit and final payment must be received by the Agent by the due date as agreed between the parties. Cancellation conditions will apply:
- 14) namely that if the Agent is notified of cancellation less than 30 days prior to the check in date that the Agent shall be at liberty to invoice the Guest for all or part of the full booking payment, at the Agents sole discretion.
- 15) A Bond will be held 2 days prior to your arrival and released from our stripe account 7 days after departure.

# By The Sea Holiday Rentals – RENTAL AGREEMENT

## **Any complaints or problems**

Every effort has been made to ensure you have an enjoyable and memorable holiday if however, you have any cause for complaint. It is essential that you contact 'by the sea' and we will do our best to resolve it as soon as possible. If any issue can not be resolved during your holiday, you must write to us with full details within 28 days of the end of your stay.

by signing this Rental Agreement, you acknowledge that you will comply with the terms of this agreement and each assumes the responsibility for the obligations set forth herein. The occupant acknowledges receipt of the House Rules and the occupant acknowledges that they have read, accept, and agree to the terms set forth.

## **Guest Responsibilities**

**NO SMOKING INSIDE THE PROPERTY** –This is a smoke-free property. Smoking is only permitted outside and cigarette butts should be disposed of properly and not thrown on the ground.

**NO PETS ALLOWED** unless you have by the sea approval –**AUTOMATIC EVICTION AND FORFEIT OF DEPOSIT AND RENT IF VIOLATED.**

Should our housekeeper need to perform more than a standard departure clean (which does not include the below items), an additional cleaning fee will be charged at \$50.00 per hour.

- Empty your personal food items from the fridge/ freezer and the kitchen cupboards.
- Ensure all dishes, pots and pans that have been used are washed, dried, and put away.
- Remove any rubbish, including shopping bags and place in the exterior bins outside of the house
- If you have used the BBQ during your stay, please ensure it is cleaned. Or you will be charged a \$60.00 cleaning fee.
- If you have moved furniture during your stay, please make sure everything is back in its original location.
- Remove all sheets, pillow slip and used towels and leave them in the laundry.

## **Fish cleaning**

- All seafood waste must be wrapped and disposed of in the outside wheelie bin.
- No scaling fish or cooking crayfish permitted inside the house.

## **Rubbish bins**

- Please put bins out MONDAY evening as collection is Tuesday morning- see guest information booklet for more info.

## **Checkout**

10am departure time. Please make sure the air conditioner / heating and lights are off as you leave.

Please return keys to the lock box and change the configuration to secure keys. Make sure all windows are shut and you lock all doors