
LONG REEF BEACH HOUSE

Located at 29 Beecroft Parade, Currarong, NSW 2540

Enquiries: 0468376969

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www.longreefbeachhouse.com.au

Conditions of Booking

Thank you for your enquiry about booking Long Reef Beach House (“Premises”).

Upon confirmation of their booking, guests are granted a strictly limited permission to occupy the Premises during the period identified and are not, by these Conditions of Booking (“Conditions”) or otherwise, granted any residential tenancy rights under any applicable residential tenancy legislation (or otherwise). Failure to comply with guests’ obligations pursuant to the Conditions may result in termination of permission of their to occupy the Premises and eviction.

The Conditions incorporate by reference the Stayz “Holiday Rental Code of Conduct”, located at <http://www.stayz.com.au/terms-and-conditions/stayz-conditions-of-use> (including as to Part 2 “Holiday Rental – Obligations of Managers” and Part 3 “Holiday rental – Terms and Conditions between Owners and Guests”), however, to the extent that there is any inconsistency between the Conditions and the Stayz “Holiday Rental Code of Conduct”, the Conditions prevail.

All guest bookings are subject to the following terms. Payment of the deposit confirms a guest booking and the guest’s agreement to the Conditions.

1. Confirmation of booking

1.1 After we receive your enquiry to stay at the Premises (including the names of the adults and children to stay and details of any pets - "Your Booking"), we will confirm in writing ("Confirmation Letter") whether the Premises are available during the period requested and provide further details including:

- the total amount payable ("Total Cost"), that amount consisting of and identifying the applicable accommodation cost and the security bond ("Bond");
- the deposit required to reserve the premises during that period ("Deposit"); and
- our bank account details.

1.2 If you or your guests have any special needs, you must inform us of those needs at the time of your enquiry. We will endeavour to meet those needs but that cannot guarantee that we can do so at the Premises. If you intend to have stay babies or small children, you must inform us the time with your inquiry so that we can endeavour to make available a cot and/or a high chair. Likewise, if you intend to have stay elderly or wheelchair access persons, you must inform us at the time of enquiry but PLEASE NOTE that neither the Premises nor the grounds are 'wheelchair access friendly'.

1.3 The Deposit, once paid is non-refundable and ordinarily will be 50% of the Total Cost. The Deposit must be paid to confirm Your Booking and until the Deposit is received by us, we reserve the right to take bookings for the premises by third parties for all or any part of your

requested period of stay. If Your Booking is made within 14 days of the commencement of your requested period of stay, the Total Cost must be paid immediately to confirm the Booking.

1.4 The balance of the Total Cost (“Balance”) is payable 14 days prior to the commencement of your requested period of stay. In the event that the Balance is not so received by us, Your Booking will lapse, the Deposit will not be refunded and we reserve the right to take bookings for the premises by third parties for all or any part of your requested period of stay.

1.5 Upon our receipt of the Balance, we will provide further details concerning the facilities at the premises and your proposed stay. Access to and use of the garage at the Premises is dependent upon availability during the period of your stay and is not guaranteed.

1.6 Certain restrictions apply as to minimum periods of stay (dependent upon school and public holidays, etc.) and you will be informed of any relevant restrictions following our receipt of Your Booking. Due to cleaning costs etc, we also have a policy that all stays must be of a minimum of 7 days duration (Saturday to Saturday). The entry and departure times will be advised to you in the Confirmation Letter. As many of our bookings are "back-to-back", you agree to depart the Premises strictly by the advised departure time.

1.7 We will provide to you by the Confirmation Letter or otherwise (and prior to the commencement of your stay at the Premises), further details as to the Premises (including background materials and “house instructions” as to the operation of the heater(s), oven, television, CD player, stereo, barbecues, laundry etc) to enable you more fully to enjoy your stay, the contact details of our caretaker and

access to one set of keys to the Premises. A “House Book” (providing full background materials and instructions) is also located within the Premises. We recommend that you carefully read the “House book” when you first enter the Premises.

1.8 Food, dishwasher and washing machine detergent, soap, toilet paper, etc, are not provided by us (although “guest packs” of soap, hair products are provided together with linen, bath towels, pillows and doonas). The kitchen is fully equipped. When, however the Premises contain any laundry products, soap, toilet paper, etc, you are welcome to use them but please replace them.

2. Payments

We prefer payments to be made by direct deposit into our bank account. Payments via credit card (Visa or MasterCard only) will require us to pass on our processing costs of 1.5% to cover bank charges.

3. Cancellation by you

3.1 The Balance (less the non-refundable Deposit) will be refunded by us (less our re-booking fee of \$150.00) but only if you give us reasonable written notice of cancellation prior to the commencement of your requested period of stay (“Cancellation”) and we are able to re-book the premises for the same period as your proposed stay and for at least the same Total Cost (which we will reasonably endeavour to do). If we are able to re-book the premises for the same period or any part thereof but for a lesser amount than the Total Cost we may refund to you that lesser amount only (again less our re booking fee of \$150.00). If we are unable so to re-book the premises, the Balance will not be refunded.

3.2 Pursuant to any Cancellation, no part of the Deposit or the Balance (other than any part thereof which may be refunded by clause 3.1) may be used, other than in our sole discretion, as part or full payment for any other booking by you either during your requested period of stay or any other period.

3.3 Following a Cancellation, any part of the Balance refundable by clause 3.1 and the Bond will be refunded to you (unless you notify us of your wish that all or part of that refund is to be applied towards a booking of the Premises for another period and we agree) after the expiry of your requested period of stay (to enable our calculation of the net Balance refundable by clause 3.1).

3.4 No part or total refund of the Balance will be made other than pursuant to Cancellation as above, including without limitation if we receive notice of cancellation after the period of your booking has commenced.

4. Bond

4.1 The amount of the Bond shall be specified in the Confirmation Letter but ordinarily will be \$500. The Bond is increased (ordinarily by \$250 per pet) if pets are to stay.

4.2 The Bond secures against any damage to the premises and loss of or damage to its contents (and associated repair and replacement costs and all other losses incurred by us) arising from your stay, use and activities and in breach of these conditions, including without limitation as referred to in clause 5 below. Subject to this, the Bond (or any applicable part of it) shall be repayable to you following inspection of the Premises after your departure.

5. Use of Long Reef Beach House

5.1 Whilst we encourage all guests fully to enjoy the Premises and its facilities (and to treat them as they would their own home), the Premises are to be used by you solely for reasonable “holiday purposes” and the behaviour of guests must at all times exclude raucous behaviour, the playing of loud music, etc and not include illegal or other activities which may unreasonably inconvenience neighbours, etc. You must also strictly to observe any local government regulations concerning parking and, in particular, any applicable noise and fire restrictions. The guests named on Your Booking are at all time responsible for the behaviour and use of the house by all other guests (including day visitors).

5.2 Other than by prior arrangement, only the adults and children (and pets) as specified in Your Booking and the Confirmation Letter may stay at the Premises.

5.3 The accommodation at the Premises consists of four bedrooms, three bedrooms each containing one queen size bed and one bedroom/rumpus containing a king single bed with trundle bed. The maximum accommodation is for 10 persons. Sleeping on the living room couch is prohibited as is the movement of furniture about the premises.

5.4 You are welcome to have a reasonable number of day visitors at the Premises for lunch and/or dinner. You are at all times responsible for all such day visitors with regard to their conduct, their use of the Premises (and its contents and any breakages etc) and their adherence to these Conditions of Booking.

5.5 Parties and functions (including weddings and the like) at the Premises are strictly prohibited unless prior written

approval has been given in the Confirmation Letter and in our discretion, special conditions may apply including extra charges (concerning cleaning, etc.) and as to noise, parking and timing. You will remain responsible for all such parties and functions (including as to visitors' behaviour, damage to property, etc.).

5.6 The booking and use of the Premises for what we may reasonably believe to be "schoolies" holidays or the like is strictly prohibited.

5.7 You agree to keep the Premises and its contents in clean and good condition and repair (reasonable wear and tear excepted), and forthwith to pay to us (by way of your authority for us to charge your credit card or otherwise, including by way of the Bond or any part thereof) such amount necessary reasonably for us to repair the Premises and its contents and to replace all contents to an equivalent value including, without limitation, all articles (including linen, electronic goods and sporting and recreational goods and furniture) and fittings that may become damaged or lost during the period of your stay.

5.8 You agree immediately to inform us of all damage to the Premises and all damage to and loss of its contents during the period of your stay, and to return to us as specified at the end of your stay all keys made available or provided to you.

5.9 If you lose the keys to the Premises, please immediately contact us (via our caretaker) for a replacement set but you will be liable for our reasonable costs in that regard (including key cutting costs and, if necessary, locksmith attendance).

5.10 You must place your garbage in the relevant garbage bins and place the bins in the street outside

the Premises for collection on the days identified by us.

5.11 No pets may stay at or be taken to the premises unless we have given prior approval in the Confirmation Letter and the applicable additional Bond is paid. In particular, you are required to clean up after all pets and to keep them off all furniture and out of the bedrooms. The Bond will secure against, in our reasonable but sole opinion, the premises being damaged or left in a state of disrepair as a result of pets (the latter including, without limitation, damage to fly screens).

5.13 For the enjoyment of others, the Premises (including the decks) are strictly **“NO SMOKING”**.

5.14 As we have wooden floors, you must endeavour, as much as reasonably possible to ensure that sand does not enter the Premises by way of pets or otherwise. There is a water sprayer to clean feet at the (water) front of the Premises and also a hot water shower at the side of the Premises. **We also request that you remove all shoes at the entrances of the Premises.**

5.15 As bottled LPG gas is used at the Premises, you agree reasonably to conserve relevant use including by way of showers etc. **In particular, you must ensure that the barbecues are properly switched “off” after use.**

5.16 You indemnify and continue to indemnify us against all loss whatsoever arising from your stay, use or activities in breach of these conditions, including without limitation clauses 5.1 to 5.15 inclusive. This indemnity includes, without limitation any losses, which we may reasonably incur through our inability to book the Premises to other guests. All reasonable amounts in respect of the indemnity will be payable by you to us by way of your authority for us

to charge your credit card or otherwise, including by way of the Bond or any part thereof.

6. Linen

6.1 Linen is provided in the Premises without extra charge. We supply high quality linen and expect it will be treated with care and consideration by all guests. Cleaning facilities, including a washing machine, washing powder, dryer and clothesline, are provided if the linen you are supplied requires cleaning during your stay.

5.2 Linen includes queen bed flat and fitted sheets, king single flat and fitted sheets, pillow cases, bath towels, hand towels, bathmats and tea towels. Bath towels must not be used as beach towels and we request that you take your own supply of beach towels for this purpose.

6. Cleaning and maintenance

6.1 While cleaning after your departure is included in our rates, you agree to respect the property, and assist us in continuing to offer our reasonable rates and leave the Premises in the same condition as at the time of entry. You agree to clean upon departure, including, but is not limited to remove general rubbish, personal fridge and cupboard contents, general bathroom and kitchen clean up, etc.

6.2 If your booking is for more than 7 days, we reserve the right to enter the Premises from time to time on notice for inspection purposes and to enable a cleaner to undertake general cleaning including of bathrooms, bedrooms, kitchen and common areas. You may, as a condition of such booking, be required in the Confirmation Letter to pay a non-refundable fee of \$150.00 per cleaning service.

6.3 From time to time during your stay we may require access to the Premises (including the gardens) for the purpose of general and specific maintenance and repair and, in particular, to mow the lawns and carry out other work in the gardens. You agree to such access although we will endeavor to give you prior reasonable notice and to minimize any inconvenience to you.

7. **Completion of your stay**

Following the completion of your stay and after our inspection of the Premises, the Bond (or as applicable any balance thereof pursuant to clause 4) will be refunded to you as soon as reasonably possible. If we retain the Bond or (or any part thereof) pursuant to clause 4 we will give to you a reasonable written accounting therefor.

8. **Comments and Complaints**

8.1 We welcome any comments, which you may have in relation to the Premises or your enjoyment of them. We are particularly keen to encourage testimonials and the provision to us of photographs of your enjoyment of the Premises, which we may post on our web site located at www.longreefbeachhouse.com.au. You are also more than welcome reasonably to use the contents of the gardens with regard to herbs, flowers and the like.

8.2 If you have any needs or complaints during your stay at the Premises, please immediately contact our caretaker directly and she will endeavor to address your concerns as soon as possible. **This is particularly applies if the LPG gas bottles become empty.** These contact numbers will be provided in the Confirmation Letter and are listed in the “house instructions”.

9. Disclaimer

9.1 To the extent permitted by law, we are not responsible for any injury, damage or loss to you or your day visitors (including, without limitation, loss of possessions and valuables) arising from or in connection with your stay or use of the Premises or their contents. You agree to indemnify us against all liability in respect of all claims in those regards. We suggest that, at all times, the Premises be kept securely locked, but also suggest that you do not leave valuables in the Premises, especially when unattended. A security box is available in the Premises. The code for the security box will be provided to you with the confirmation of your booking. You may use those security boxes but only in your sole discretion and subject to the above disclaimer.

9.2 Whilst we take all reasonable endeavours to ensure that our website probably and fairly describes the Premises, an inspection by you of the Premises may be made by prior appointment and before you confirm your booking as we take no responsibility that the Premises or its facilities are strictly as described in the website or are suitable for your needs.

9.3 The Premises and their contents are intended to be both family and pet “friendly”. However, we cannot and do not in any way warrant that the premises or their contents (and their use) are free of risk, particularly to children (who should in light of the waterfront be properly supervised at all times) or to pets (please be particularly vigilant as to ticks).

All enquiries and notices in relation to your booking should be made to:

Victoria Williams

Property Manager
Long Reef Beach House

Telephone: 0468376969

Email: info@longreefbeachhouse.com.au

Website: www.longreefbeachhouse.com.au

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