

# GUEST TERMS & CONDITIONS



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These conditions are an agreement between parties. Any infringement permits the Agent or Owner to refuse a key, amend the rental and/or terminate the Tenancy without refund. Variances can be agreed on but only by arrangement with the Owner in writing.

**UNDER THE PRIVACY ACT 2000 WE ARE REQUIRED TO HAVE THE ATTACHED PRIVACY COLLECTION NOTICE SIGNED AND ON FILE FOR ALL HOLIDAY TENANTS. PLEASE COMPLETE AND RETURN TO US AS SOON AS POSSIBLE.**

## Bookings

We welcome you to view the property prior to booking by viewing the photos on our website [www.phillipislandhouse.com.au](http://www.phillipislandhouse.com.au). Tenants hereby accept the premises as booked and cannot be relocated. With regard to telephone bookings we accept no responsibility for misdescription.

## Payment

Deposit of 50% (non refundable) is required to secure the booking and due within 7 business days of the booking being made. Payment of the rental deposit constitutes the client's acceptance of these Terms & Conditions. The balance of the total rent is to be paid in full 30 days prior to occupancy. You are able to direct deposit payment into our account or we also accept credit card (a surcharge levy may apply for Visa or MasterCard. If this time has already lapsed, full payment will be required immediately. Please note, this does not apply to guests who have booked through Airbnb, Home Away or Trip Advisor.

## Bond

We request a copy of a driver's licence and a cash security bond in the amount advised by us to be received in clear funds at least 30 days prior to occupation. Failure to supply these promptly may result in your booking being cancelled. Guests who have booked through Airbnb, Home Away or Trip Advisor will have this arranged for them during the booking process.

## Keys

Keys will not be made available until ALL monies have been paid in full. Keys must be returned upon departure. If keys are not returned to us, a key collection fee will apply.

## Cancellation

Cancellation if caused by the client, money paid is not refundable unless the house is re-let for the entire period. If a refund is made, due to the property being re-let then a \$50 cancellation fee will apply. No refunds will be made for early departure or refusal to stay at the booked property.

## Arrival and Departure Times

Arrival is at 3pm.

Departure time is 10.00am.

## Linen

This property is let **WITHOUT LINEN**. Tenants must supply their own top and bottom sheets, towels pillow slips & tea towels. Linen hire is available, should you require this service please contact us.

## Breakages

As the Tenant you are responsible for any damages, breakages or loss incurred during the term of your occupancy. These are to be reported as soon as it occurs and/or replaced and paid for.

## Schoolies

Under instruction from our owners we are unable to accept schoolies bookings as we do not have the policies, procedures or resources to accommodate these bookings

## No Smoking

Please note the property is Non Smoking. No cigarette butts are to be left on the ground.

## Pets

Pets are not allowed.

## Cleaning

Please assist by leaving the premises clean and tidy, with cutlery and cooking utensils washed and put away, beds made and in the same condition as it was presented on arrival. Additional cleaning fees may be charged to return the property to its condition on your arrival. A fee of approx \$50 or more may apply. If, upon occupation, the property or contents fails to meet acceptable cleaning standards every endeavour will be made to rectify the problem. However, this shall not constitute grounds for cancellation or refund.

## Accommodating extra persons

Setting up makeshift structures i.e. tents or caravans and accommodating more persons than the property permits is prohibited.

## Parties and functions are strictly prohibited

The price charged is for domestic use only and not commercial. Accordingly this rate does not allow for the extra wear associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Use contrary to this may result in loss of your bond and/or additional payments.

## Indemnity

You, the Guest, indemnify the Owner against any liability which may attach to the Owner as a result of damage, injury or loss being personal or proprietary suffered by any person where damage, injury or loss has been contributed to or caused by any act or occasion of the tenant or his visitor. These conditions are an agreement between the parties. Any infringement of the above conditions permits the agency to refuse a key, amend the rental or immediately terminate the booked stay.

## Vacate Demand

The Tenant must vacate the premises upon demand of the Owner without refund upon breach of this agreement. Infringements include incorrect information supplied to the agency upon booking the property, causing malicious damage to the property being/ causing a public nuisance, excess noise, accommodating more persons than agreed, setting up makeshift structures or ignoring warnings or requests from the Owner.

## Noise Restrictions

The Bass Coast Council bylaws state that loud noise cannot occur outside the following hours:

Monday – Thursday	7am – 10pm	Friday	7am – 10pm
Saturday & Public Holidays	9am – 10pm	Sunday	9am – 10pm

The property is located in a residential area and the Owner asks that the tenants be considerate regarding noise after the legal requirement. **In particular when on our decks, which are elevated above other homes, please beware your voices or music will carry a long way.**

## Council Regulations

It is a breach of council regulations to light fires in the open at any times.

## Inspections

The Owner or Landlord can make an inspection of the premises upon demand.

## Rubbish

There are four bins provided two for recycling (yellow lid), one for household waste (red lid) and one for green/compost waste (green lid). Please use appropriately. The bins are to be put out for Council collection on Sunday night for Monday or Tuesday collection. Pull the bins to the front of the property on departure. Please take any excess rubbish home or to the tip. Anything left at the property will incur a removal fee between \$35.00 to \$100 approximately, depending on the amount of rubbish needing to be removed.

## Lost & Forgotten Items

Please check carefully before you leave the property, as we cannot guarantee any items left in the property will be found and returned to you. We are happy to arrange postage of any lost items (where postage is possible) at your own expense. All lost items will only be held for 1 (one) month.

## Tenancy Register

Phillip Island Waterfront House participates in the **Bad Books** register. By accepting this booking you hereby agree that if you or any occupant covered by this booking, including any guests, breach our Terms and Conditions then your Name, Phone Number and Email address along with details of the breach/breaches may be disclosed to the property landlord and/or other agents participating in the **Bad Books** register. Phillip Island Waterfront House reserves the right to cancel a booking where a guest is already in the Bad Books register.

## Privacy Act 2000

The personal information the Tenant provides or that which is collected from other sources is necessary for the Owner to verify the Applicants identity, process and contact the tenant. The personal information collected about the Tenant may be disclosed for the purpose for which it was collected to other parties including the Landlord, our staff, our cleaners or contractors if a problem arises, the police (if a problem arises), referees, financial institutions, other agents, third party operators of tenancy reference, databases and other third parties as required by law. If the Tenant would like to access his/her personal information held by the Owner, they can do so by contacting the Owner. The Tenant can also correct this information if it is inaccurate incomplete or out of date.

I have read and understand the above statement and consent to my personal information being forwarded to the above when necessary.

Signature/s.....

Date .....

Name: .....

# CONDITIONS OF BOOKING

The person signing this document and/or actually occupying the accommodation or utilising outlined services agrees to be bound by and accept the Terms & Conditions outlined upon payment of deposit.

I hereby authorise Phillip Island Waterfront House to retain the credit card details on file. As the guest I am fully responsible for all damages/losses/additional cleaning, rubbish removal/lost keys, additional persons/admin fees etc. that are incurred during our stay caused by any person residing at the premises during the booked period which I understand will be deducted from my credit card.

**PLEASE NOTE:** If the matter is placed in the hands of debt collectors, all costs incurred due to recovery of monies, will be the responsibility of the undersigned.

I \_\_\_\_\_ understand and agree to the following conditions listed below with relation to my booking at Phillip Island Waterfront House.

**THE PROPERTY IS EXPECTED TO BE RETURNED AS IT WAS FOUND (i.e no moving of furniture and left in a tidy, acceptable state). FAILURE TO DO SO MAY RESULT IN A PARTIAL OR FULL LOSS OF BOND. PLEASE ADVISE OUR OFFICE IMMEDIATELY UPON ARRIVAL SHOULD YOU IDENTIFY ANY ISSUES THAT MAY HAVE OCCURRED BEFORE YOUR ARRIVAL.**

**RUBBISH** – depending on the bin collection day at the property there may be some rubbish present in the bins. Please advise our office immediately upon arrival if there is excessive rubbish present from prior guests. Guests are responsible for the removal of any excess rubbish that cannot be contained completely in the bins provided. A tip is available in Cowes. Failure to remove excess rubbish will result in a waste removal charge to the guest of up to \$100.

**BBQ** – a BBQ has been provided at the property for your use. Please ensure the BBQ and utensils are left cleaned upon departure. Failure to comply will result in a charge to the guest of \$40.

**OVEN & FRIDGE** – please clean any spills, etc. that may occur. Failure to leave these items clean will result in a charge of \$40.

**DISHES & KITCHEN** – please leave the kitchen in a clean and tidy state. On departure, please empty the dishwasher and ensure that all dishes are put back in their original place. Failure to do so will result in a charge of \$40.

**BATHROOMS & TOILETS** – Please leave these areas clean and tidy.. Failure to do so will result in a charge of \$40.

THESE MEASURES ARE TAKEN TO ENSURE A CLEAN AND COMFORTABLE STAY FOR ALL GUESTS. THEREFORE IT IS IMPERATIVE THAT YOU CONTACT OUR OFFICE IMMEDIATELY UPON ARRIVAL SHOULD YOU NOTE ANY ISSUES AS LISTED ABOVE THAT MAY HAVE OCCURRED PRIOR TO YOUR ARRIVAL. IF POSSIBLE, PLEASE TAKE PHOTOGRAPHS OF THE ISSUE.

My signature hereunder indicates that I have noted and accept the Terms & Conditions herein:

Signed: ..... Date: .....

Card Number: \_\_\_\_\_ Expiry \_\_\_\_\_

Name on Card: \_\_\_\_\_ Or **Cash Bond** for the amount of \$ \_\_\_\_\_

Booking Dates: \_\_\_\_\_ to \_\_\_\_\_

**I have attached:**                       **Copy of Drivers License**                       **Copy of Credit Card Listed**

Please contact our office should you have any queries on (03) 9005 5220 – 9am – 5.30 7 days  
After Hours – Billie 0491 076 052. Please note only calls deemed URGENT will be returned on this number after hours.