

HOLIDAY ACCOMMODATION - CONDITIONS OF LETTING

Interpretation:

We, Us, Our, Agent - means Ed Silk Pty Limited, its servants and agents. Tenant, you, - means the lessee of the defined holiday premises. By booking a holiday rental property with us and paying the rental deposit, you agree that you will be bound by, and personally responsible for performance of your obligations under these conditions of letting.

1. **To Make A Booking:**

A provisional booking may be made by phone fax or email to: Ed Silk Real Estate on 02 6685 7000.

Fax 02 6685 6993, email to edsilk@edsilk.com.au Provisional bookings are held for 24 hours only pending receipt of the Deposit. The minimum stay is 3 nights. Weekly bookings are required during New South Wales, Queensland and Victoria School Holidays, Easter and Christmas holidays (December and January).

2. **Deposit:**

A Rent Deposit equivalent to 50% of the total rental for the booking is required within 24 hours. This deposit secures the booking and may be paid by credit card [over the phone, or faxing guest credit card form], or bank transfer. **** Please be advised a 2% credit card fee applies on all credit card payments when entering into and transaction with Ed Silk Real Estate.** Alternatively you may wish to pay via direct deposit **

3. **Holiday Rent:**

Total rent must be paid 30 days prior to arrival. For Christmas, Easter & Splendour in the grass period, bookings total rent must be paid 60 days before arrival. **Unless otherwise advised by you, we will deduct the balance from the credit card provided on the due date.**

4. **Security Bond:**

- a) Credit card details are held in place of a \$1000 monetary bond and will be destroyed following an inspection of the premises subject to the further conditions in this agreement, provided the premises are left in the same condition as at the start of booking.
- b) A Security Bond of \$1000 is required with the Deposit. The security bond is refunded as a cheque and posted within 5 working days following an inspection and subject to the further conditions in this agreement, provided the premises are left in the same condition as at the start of the booking.

5. **Cancellations:**

If a booking is cancelled 3 months or more prior to the commencement date, full refund applies less \$110 (administration fee). If a booking is cancelled less than 3 months prior to the commencement date, a refund is subject to a confirmed re-booking of the premises. If a re-booking of the same premises is made by another party then the Deposit plus Security Bond less \$110 (administration fee) will be refunded. If a re-booking by another party does not occur, a refund of all monies will not be made. Cancellations must be made in writing by the person who made the reservation. No provision can or will be made for relocation if accommodation is deemed unsatisfactory on arrival other than on the basis that the full rental due be forfeited and full rental on new premises is paid prior to occupancy. Guests must accept premises "as booked" and cannot be relocated. We are careful not to misrepresent any rental property. No refund is given if you are not satisfied with you accommodation.

6. **Arrival and Departure:**

Holiday premises are available from 1:30pm on the day of arrival and are to be vacated no later than 9:30am on the day of departure. Please be aware that if you do not check out by 9:30am a late checkout fee of \$50 or more will be deducted from your bond or charged to your credit card. **Subject to availability, a late check out may be arranged on arrival only through our office. The charge of \$50 is up to 1.30pm. Late checkout after 1.30pm is an additional night's tariff.** Keys may be collected from the office of Ed Silk Real Estate at 8 Lawson Street Byron Bay. Opening hours are Monday to Saturday 9:00am to 5:00pm. By prior arrangement and provided rent has been paid in full, keys may be collected after hours from the 24/7 Convenience Store, (24 Jonson Street). Keys should be returned to the agent immediately upon departure. Keys must be returned after hours through the slot in the office front door.

7. **Animals:**

Unless otherwise advised in writing, pets are not allowed in holiday premises.

8. **Number of Persons:**

The property is rented on the basis that it accommodates only the number of persons specified. Additional occupants will be asked to leave or additional charges may be payable, which, at the sole discretion of Ed Silk Pty Limited, may be deducted from the security bond.

9. **Usage of Property:**

The property is to be used for holiday accommodation only. It is not to be used to hold a party, group gathering, wedding ceremony, wedding reception or any other functions. Our owners have had bad experiences in the past with Schoolie bookings, therefore, in accordance with our owner's instructions, we do not take any schoolie bookings at our holiday properties. Should it come to our attention that a booking has been made, other than for accommodation purposes only or that the property is being used in a manner which is in breach of this clause, we reserve the right to cancel the booking at any time, refuse key collection upon arrival, evict the occupants or additional charges may be payable, which, at the sole discretion of Ed Silk Pty Limited, may be deducted from the security bond. Neither the whole, or any part of the property shall be sub-let without the express written consent of Ed Silk Pty Limited.

10. **Description of Property:**

The description of the property is on the Internet and in hard copy which is sent along with the confirmation letter. This description is given in good faith by us as agents of the principal. All accommodation is fully furnished and includes kitchen facilities. Linen is only provided where stipulated in the property description, otherwise linen may be hired from Byron Holiday Hire – telephone 02) 6685 6247. The Agent expressly excludes any liability whatsoever for any misrepresentation, or misleading conduct or statements, howsoever caused, and whether negligent or otherwise.

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11. **Damages and Extra Cleaning:**

The premises are to be left in a clean and tidy condition. (Please ensure dishes, pots and pans etc. are washed and put back into cupboards.) Failure to do so will incur a charge for extra cleaning which will be deducted from your security deposit. If BBQ is provided, a cleaning fee of \$50.00 will apply if not left clean. All breakages, damage and lost keys must be reported to the agent and paid for by the tenant. If washing up, tidying up and removal of excess rubbish has not been done, fees for extra cleaning will apply. Charges for damages, breakages and extra cleaning will be deducted from the Security Bond before it is refunded. Should the amount of loss or damage exceed the amount of the security bond, we reserve the right to claim the full costs of reparation from you. Nothing in this agreement is to be taken to limit our rights to make this claim.

12. **Bookings 12 months in Advance:**

Tenants may choose to re-book 12 months in advance. This must be done before vacating. The Rental Deposit is due as usual within 7 days. Full rent payment is due 30 days prior to commencement of booking or 60 days prior for Christmas bookings. Please also note 14 & 15 of these terms and conditions.

13. **Noise:**

To ensure quiet enjoyment of others, noise should be kept within reasonable levels. If noise is excessive and security services or the police need to be called then a call out fee will be charged. If two or more call outs for noise or rowdy behaviour are made, then the booking will be terminated. If a booking is terminated in accordance with the provisions of this clause, no refund of rent or security deposit will be given, and you agree that any such rent or bond withheld is genuine compensation for loss occasioned by you. To abide by any noise abatement order issued by the Police, HLO, or any other regulatory authority.

14. **Breaches:**

Any breach of this agreement by you permits us to refuse the key, amend the rent of the premises or immediately terminate the tenancy at our sole discretion.

15. **Sale:**

In the event the property is offered for sale, the tenant agrees to allow the owner or the agent to inspect the property with prospective purchasers, provided that reasonable notice of an appointment is given. The agent accepts no liability should a property be sold and the booking cancelled. In this event all reasonable endeavours to find alternative accommodation, will be made by the agent.

16. **Unforeseen Changes:**

In the event of the premises becoming unavailable to the tenant through unforeseen circumstances then the agent will inform the tenant immediately and endeavour to obtain suitable alternative premises, failing which any monies paid will be refunded in full to the tenant. The tenant will not hold the agent or the owner responsible should any unforeseen event occur and if no suitable alternative premises can be found, and the agent accepts no liability whatsoever in this regard.

17. **Keys:**

A call out fee of \$77.00 applies for misplaced keys or after hour callout being outside the hours of 9am to 5pm. If any restricted master keys are lost or misplaced, all locks for that property must be changed by Ballina Locksmiths at a cost [in the vicinity of \$150 to \$800] to the holiday guest. If your keys are misplaced between 6am and 7pm please call 6685 3507 or if your keys are misplaced between 7pm and 6am please call 0407 017 343. All guests are to maintain the security of the property at all times.

18. **Repairs to Appliance:**

During your stay, the agent endeavours to have repairs to appliances attended to as soon as possible after being reported. However due to circumstances beyond our control [e.g. having to order parts or non-availability of trade's people] immediate repair may not be possible. No responsibility is accepted by the agent or owner in such circumstances. There will be no refunds or discounts deducted from tariffs for unusable appliances awaiting repair. If repairs cannot be attended to promptly, we will use our best endeavours to supply a substitute appliance if possible.

19. **Inspection during your stay:**

During your stay, a staff member from Ed Silk Real Estate may require access to the property to carry out an inspection for maintenance. We will give prior notice and arrange a suitable time with you.

20. **Self Contained Holiday Accommodation:**

This includes bed linen and bath towels only. Please note that this property is fully self contained, however is not a serviced property. Servicing can be arranged during your stay at an extra charge. You will need to bring all toiletries, basic food and household items. Beach towels and hair dryers are not provided. For additional items during your stay you may phone Byron Bay Holiday Hire 02 6685 6247.

21. **Respect and preserve the residential amenity of the property:**

Refrain from engaging in any drunken, obscene or antisocial behaviour.

For any urgent after hours holiday queries or emergencies please phone us on 0418 461 949.

I confirm I have read the conditions of letting and must return a signed copy, to Ed Silk Real Estate within 7 days of booking.

Booking Name: _____ Guest Signature: _____

Address of property booked: _____ Dates of Booking: _____

Please fax this to our office on (02) 6685 6993 or post to Ed Silk Real Estate Po Box 627, Byron Bay NSW 2481.