



**LUXURY**  
BEACH HOUSES

ESTD 1989

We accept payments by



## GENERAL INFORMATION

Please read carefully and sign below agreeing to the Terms and Conditions of this agreement.

### Bookings:

A booking will not be confirmed until we have received a deposit and a copy of the signed agreement. All transactions will be done in Australian dollars.

### Guest numbers:

See property information for maximum guest numbers, a full guest list must be provided and not to exceed the maximum number of guests allowed.

### Rates:

See property information or contact Luxury Beach Houses on 02 9974 5999 or [info@luxurybeachhouses.com.au](mailto:info@luxurybeachhouses.com.au)

### Cleaning:

Please note individual property's cleaning charges upon booking.

### Party Policy: Zero Tolerance

NOTE: Luxury Beach Houses follows best practice policies to ensure the properties we represent for short term accommodation are safe, secure and protected – and not damaged. As these properties are not in commercial areas Government regulators and Councils also have strict rules and requirements for holiday letting and will prosecute those who book properties for holiday/short term who don't abide by the short term holiday letting regulations. Reasons such as: noise, disturbance, parties and overcrowding etc... Luxury Beach Houses represent the luxury end of the short term holiday letting market and we have fair yet strict guidelines also. We require an undertaking from guests and clients who book for short term 'accommodation only' not to have parties, events or gatherings and give an assurance that the property rented is for the use of registered guests and for the use of those people. A day/evening visit/luncheon/dinner by a few friends is fine if confirmed with the Luxury Beach Houses team in advance.

**Party/Disturbance Procedures:** In the event an unsolicited event/party ensues at a Luxury Beach Houses managed property, then the procedure is as follows:

Our Concierges will phone first and if the issue is not resolved attend immediately (at your cost) and attempt to resolve the concern. If a resolution is not forthcoming they will request immediate eviction as per this agreement. If this is met with resistance the Concierges are instructed to call Private Security (at your cost for a minimum of 4hrs for 2x Security Personal). Our Private Security team will secure the premises, safeguard from damage and remain indefinitely or until the property is secure (this is at the Security/Caretaker's discretion). The Police will also be called and if Councils are alerted further fines to you may arise. By agreeing to these Terms and Conditions below you agree to this procedure and all costs being as set out in clause 13. As explained above, this costly, zero tolerance approach is necessary to protect our homes.

We are not unreasonable and encourage guests to talk to us if they are concerned – communication can solve anything. We know that 99.9% of our guests are respectful and responsible people who simply wish to unwind in comfort and enjoy their holiday – this is what we strive to provide. Please, if in doubt, talk to us as these measures are not designed to prevent our guests from the normal, relaxing use of a holiday home – only to prevent those who believe having a party is acceptable.

### Welcome:

We welcome you to this beautiful property where guests can relax and unwind in comfort and luxury. Luxury Beach Houses strives to ensure that each and every guest enjoys an experience beyond their expectations; if you have any special requests please don't hesitate in contacting us. We ask that you please read and abide by the terms and conditions (especially our strictly enforced 'no party policy') We ask guests to show the upmost care and responsibility as it is expected that the property and furnishings be returned in the exact same condition at the end of a stay as at the beginning. Before booking please understand it is a requirement that any damage and/or accidents, unintentional or otherwise, are a responsibility of the guest and that the guest will meet these costs, small or large. Given its definition we do accept that accidents may occur but any accident is the responsibility of the guest. Of course Luxury Beach Houses will always go above and beyond to repair/replace by the most cost effective means in

order to restore the property to the same condition as it was before the guest took occupancy. On arrival our caretaker will always show you through the property and can be on hand for your exit therefore if there are any concerns guests can raise them on the spot.

It is important that guests choose a property to suit their expectations whilst knowing ours, it is our expectation that our properties are solely used for quiet holiday purposes and that guests understand their responsibilities before booking. Of course if there are any questions, please ask and we will be more than happy to explain to ensure you experience your perfect getaway. We thank you and look forward to welcoming you soon.

## **LUXURY BEACH HOUSES TERMS AND CONDITIONS**

**1. Reservations/Bookings:** The booking will be confirmed on receipt of full cleared payment and the relevant box is ticked and the agreement signed accepting the Terms and Conditions. The person who has made the booking must be the same person changing or cancelling the booking and coordinating payment – we accept EFT, cheque and some credit cards. All transactions will be done in Australian dollars.

**2. Payment Method and Bond:** EFT/Cheque/Visa/Mastercard/. Credit card payment will incur a 3.0% service fee. All rent monies received will be deposited into a legislated Trust account with the ANZ and held until contract termination. Trust accounts do not accrue interest.

A security bond will be paid by the tenants and held by the Managing Agent until expiration of this Tenancy, Your bond will be forfeited on breach of this agreement, in addition to damages rectification, or will be kept after vacating the property until such point that the property is inspected and cleared of damage. In the event that repairs are to be made the bond will be kept indefinitely until such point as repairs can be assessed and made. The bond will be kept until the damage is resolved, at which point the money will either be in full or part refunded to the guest or in full or part paid to the owner of the property for the damage caused. Further payments may be required if there is loss or damage exceeding this amount. Agreeing to the Terms and Conditions of this agreement gives Luxury Beach Houses permission to deposit these monies into a Trust account and, at the conclusion of this contract, direct monies to be paid to the owner of the property, less commissions, paid to Luxury Beach Houses and agents where applicable. Any bond claim will also be subject to a \$50 per hour administration charge.

### **3. Conditions & Cancellations:**

A booking can be cancelled up until four (4) months prior to the commencement of the booking and the deposited refunded less a \$300 cancellation fee. Should the tenant want to cancel the booking within four (4) months of the commencement date, the tenant will only be entitled to a refund of any monies paid, LESS cancellation fee of **\$300**, when the accommodation is re-let for the whole term of the Agreement at the full rent.

### **4. House Manager:**

The person signing this confirmation will be designated as the house manager and will be nominated as the primary contact. The house manager must be 18 years of age or older, warrants that he/she is authorised to agree to this agreement on behalf of all occupants and takes full responsibility to ensure that all occupants (and any guests or invitees of such occupants) understand and agree to this agreement. A mobile phone number must be provided and be contactable when occupying the property 24/7 for security purposes.

### **5. Property Usage:**

The property is to be used for short term residential accommodation (holiday letting) only. The property may not be used for any commercial purpose, wedding, party, gathering or any other function. Also see clause 13 below.

### **6. Check-In, Check-Out & Keys:**

Check-in is from 2pm onwards and check-out is 10am. Our property Guest Concierge will meet you at the property at your agreed time from 2pm onwards and hand over keys. We require your arrival time as the Concierge does not live on site.

**Please contact the caretaker the day before your arrival to confirm your arrival time.** If you wish an early arrival it is best to contact the Concierge a day before your booking, early arrivals cannot be granted outside of this (as we might have a booking before you). Same policy for late check-outs, the Concierge

will happily grant a late check-out unless we have an arrival on your departure day and the property needs to be cleaned. An earlier check and late check is not available during the peak summer season.

#### **7. Telephone & Internet:**

Varies from property to property, please refer to property details or ask Luxury Beach House Guest Concierge. We cannot guarantee phone or internet coverage at any property.

#### **8. Parking:**

Refer to property or ask Luxury Beach Houses

#### **9. Housekeeping & Maintenance:**

There is a cleaning charge for each property, this includes all general cleaning but not extraordinary cleaning if the home is left extra-ordinarily unclean. Extra services can be arranged for an additional fee. On arrival and in the unlikely event the property requires further housekeeping or if there is a minor maintenance issue, please inform our Guest Concierge immediately. They will co-ordinate the appropriate person to fix the problem as soon as practically possible.

#### **10. Garbage Removal & Cleaning:**

The occupants are required to leave the property in the same clean, neat and tidy condition, as it was when they arrived. This includes, without limitation, washing up, fridge cleaned out, BBQ cleaned and rubbish to be placed in appropriate bins provided on vacating the property. If additional extra-ordinary cleaning is required the cost will be charged against your security bond. In an attempt to keep rates low we only have provision for rubbish for the household bins, any additional rubbish can either be removed by the guest (our recommendation) or, if additional extra-ordinary rubbish is left behind, the Guest Concierge will organise for our contractor Peninsula Rubbish Removals 0413 879 270 to collect and dispose, at the guest's expense, any excess rubbish at a cost of \$45 per bag. Should the guest prefer Peninsula Rubbish Removals can be contacted directly. If you happen to be a guest during rubbish evenings it is a guest's responsibility to ensure the bins are available for council collection, any questions please ask the Guest Concierge

#### **11. Smoking & Pets:**

There is strictly no smoking inside the property and we ask also you to leave your pets at home as they are not permitted.

#### **12. Loss, Damage or Injury:**

Luxury Beach Houses, the owner and their respective employees and agents, take no responsibility whatsoever for loss or damage of any property, or personal injury or death, of any occupant, guest or invitee of any such occupant and they each exclude all liability to the maximum extent permitted by law. The occupants acknowledge the environment in which the property is located and must take extreme care including, without limitation, observing safety signage, fire and safety directions and procedures and exercise caution whilst inside and when venturing outside the property. Occupants must report breakages immediately (or as soon as practical) and are responsible for loss or damage of property belonging to them, or their guests, and for the damage or loss of property belonging to the property during their stay. Your security bond will be kept for 12 working days after your vacating the property for this purpose. We recommend travel/health insurance as security for the event of accident, sickness or cancellation caused by unforeseen circumstances such as transport problems or illness. Please be aware of any surrounding natural bush land and there may be dangerous snakes, spiders and other animals and bugs including ticks from time to time at some properties. If you are sensitive, please insure you use an insect repellent and wear covered shoes if you are bush walking.

#### **13. Noise, Parties & Behaviour:**

The house is for registered occupants only (as indicated above). Parties are not permitted under any circumstances and there is to be no disturbing noise between 10pm to 8am with no excessive noise at any other time. A \$100 deduction will be charged with each Concierge callout, a Private Security callout involves 2x Private Security personal for a minimum of 4 hours each. If your behaviour or that of your guests causes damage, danger or annoyance we reserve the right to ask you to vacate the property immediately. Please note functions of any kind are not permitted and the invitation of additional guests beyond the homes capacity will enact our Event Policy. If you breach this agreement, you will forfeit your entire security bond in addition to any damages, cleaning and Concierge and security call-outs. Any breach of contract will forfeit your bond and/or event surcharge will be deducted from your security bond.

**Please note:** Our policy here must be extremely strict due to our responsibilities to our homes. If guests damage/break chattels or invite additional guests then we have little recourse as we must protect our

homes. We are not unreasonable by any means; therefore if you think your ideal weekend would meet expectations, not damage the house or cause any neighbourly grievances please talk to us first.

**14. Guest Concierge:**

Our Guest Concierge will be of assistance for check-ins and is happy to offer advice at this time and by phone when required, however we kindly ask you to respect her/his time during the weekends and evenings unless it is an emergency. Other than as provided for in this agreement, the property is not serviced.

If additional services are requested of the Concierge, please contact Luxury Beach Houses. The Guest Concierge may assist in additional services as shown on our website at an extra charge.

**15. House rules:**

The property contains house rules (see Luxury Beach House folder in the house). Please read and observe these rules which are deemed to be incorporated in this agreement.

**16. Please Note:**

A breach or indicated breach of any of the above conditions will permit Luxury Beach Houses to cancel or amend a booking, refuse access or occupation or immediately terminate a tenancy. Refunds will not be paid on terminated tenancies and penalties may apply in the event of parties/events. All details must be filled out correctly and payment processed before the confirmation of booking. As the property is an individual house and not a hotel with staff where rooms can be swapped, we cannot offer alternative accommodation or a refund if the property is not to your individual taste. We encourage guests to choose their properties carefully and ask any questions you wish. We do not refund for problems such as, but not limited to, plumbing, electrical, television, wifi not working, light globes out, any appliances or pool/spa (where applicable) not working, blackouts etc. We will endeavour to fix all problems as soon as practically possible, but as these are entire properties occasionally a few maintenance issues may arise; fortunately most are easily fixed. It is therefore paramount you make your property selection carefully. Minor interior and exterior decorations change from time to time in order to maintain the property. Images on the website are not always an exact representation of the property as changes can and will occur to keep a property fresh. Some of our properties are working properties and as such there may be workpeople on the grounds from time to time.

**17. Your Signature Confirms:**

That you and each occupant have read agreed and accepted these terms and conditions and you authorise Luxury Beach Houses, or representative, to debit the full amount of your accommodation from your credit card or alternatively you may provide EFT or a cheque. You also acknowledge that this contract terminates upon the final vacation of the property, that any rental monies collected will be held in a Trust account until contract termination whereby they will be paid to the owner of the property (less commissions and fees). Thank you for booking with Luxury Beach Houses.

Guest .....

Property .....

Date of booking: .....

Please complete the details above sign and date to acknowledge you agree to these terms and conditions and email to [info@luxurybeachhouses.com.au](mailto:info@luxurybeachhouses.com.au) when transferring your deposit.