

Terms and Conditions of Letting – The House of Morgan Pty. Ltd.

Please read these Terms and Conditions and consider them carefully before completing your booking. If you are satisfied with these Terms and Conditions please sign where indicated on **Page 5** and return the signed version to enquiries@verandah-byron.com. The signed Terms and Conditions must be returned within seven (7) days of making the deposit payment.

The Terms and Conditions of the holiday letting as agreed by both parties are as follows.

1. To Make a Booking

To secure the booking a 50% deposit must be paid within three (3) days of booking the accommodation to confirm the reservation. Non-payment of this deposit and failure to return the signed Terms and Conditions will be deemed a cancellation of the booking. The balance of rent will become due and payable thirty (30) working days prior to check-in date. We do not accept cheques on arrival. The person making the booking ("the tenant") must stay in the property and will be held responsible for the conduct of all the guests. The property is let to you for holiday purposes only during the period of stay stated on your receipt. Under no circumstances is sub-letting permitted. The balance of monies must be paid in full no less than thirty (30) working days prior to check-in date (except in the case of Easter, Christmas and New Year bookings – (see 4 below) days prior to check-in date. All rental monies and the security bond must be paid in full before any keys will be issued.

2. Security Bond

The security bond amount of \$3,000 is required to be paid seven (7) working days prior to check-in date. If the security bond is not received within this time the booking will be deemed cancelled. The secure is to be made by bank transfer. The security bond is **NOT** part of the rental payment. Upon completion of the exit report, the security bond will be refunded by direct deposit within 7-14 days from check out date and following the final clean and inspection of the property at the end of the letting period.

3. Occupation/Functions

The premises are let to the Tenant for holiday purposes only. NO weddings, parties or other functions are to be held on the premises at any time unless agreed with the owner in advance in writing. Depending on the function, a venue hire fee may be charged. The number of guests must not exceed the number specified on the booking sheet signed by yourself and failure to adhere to this term will result in immediate loss of the security bond.

4. Period for Easter, Christmas and New Year Bookings

The balance of all rental monies must be forwarded to Verandahs sixty (60) working days prior to check-in date unless otherwise organized. Should a cancellation be made prior to the three (3) months of check-in date an administration fee of \$150 will be charged; Cancellation within three (3) months of check-in date will result in a forfeit of monies paid unless the property is re-let. A \$150 administration fee will apply. Bookings made within two (2) months of check-in require full payment on booking.

5. Insurance

NO responsibility is taken for guests' personal property left on the premises. Landlord's insurance does not cover loss of or damage to guests' belongings.

6. Strata Title Law

The Tenant and any guests are in a residential area and regard must be paid to neighbors and neighborhood regulations.

7. Pets

Family pets are welcome however, must be disclosed at time of booking. Please see **Appendix A** for conditions under which pets are welcome at Verandahs.

8. Unsuited Accommodation

The premises are let in good faith and Verandahs is careful not to misrepresent the details of the holiday rental property. Verandahs will not be held responsible for changes to and or items removed from the property after the time of booking. No refund is given if you are unsatisfied with your accommodation. Guests must accept premises as "booked".

9. Noise is a serious issue in Byron Bay

Good neighborly conduct is encouraged and tenants must not make excessive noise and play loud music. All music must be turned down to audible level by 10.00 pm and care taken if you are outside as noise travels. Disregard for this will result in heavy fines imposed by Byron Shire Council. If **security personnel or police** are called to a noise complaint at Verandahs you will be evicted immediately, there will be no refund of tariff and no return of your security deposit.

10. Call-out Fee

If a staff member is called out (for example following a noise complaint), a \$150.00 call-out fee will be incurred by the Tenant which is payable before the end of the tenancy.

11. Damage and Breakages

All damage, breakages or losses to the property, furniture and furnishings are to be reported to Verandahs upon check-out and (if required) damage will be deducted from the security bond or before the end of the tenancy if the cost of repair or replacement is significant. Should the Tenant discover a default or breakage on arrival please advise Verandahs immediately otherwise we will consider this to have been the responsibility of the current Tenant and you will be charged accordingly.

12. Appliance/Fixtures Repairs

Verandahs endeavors to have any repairs to appliances or other fixtures attended to as soon as possible. However, in some unforeseen circumstances the immediate repair may be beyond our control. Verandahs or The House of Morgan Pty. Ltd. for the consequences of any such unforeseen circumstances takes no responsibility. There will be no refund or discounts deducted from tariffs for unusable appliances or items awaiting repair or replacement.

13. Keys

If keys are lost or misplaced a call-out fee of \$150 will be charged. If keys are lost completely, for security reasons, all locks will be replaced and the cost to replace will be charged to the Tenant.

14. Whilst in Residence

Our House Keeper, Emma Wright, can be contacted 0417 869 794 during normal office hours. For emergencies outside office hours please call our Property Manager, Shaaron Yale on 0433 141 437

15. Check-in and Check-out

Verandahs' check-in time is 2.00 pm and check-out time is 10.00 am unless otherwise agreed. A charge of \$150 per hour may be incurred for late checkouts, unless agreed in advance with Verandahs.

16. Extending Your Stay

The Tenant is required to contact Verandahs on 0433 141 437 if you wish to extend your stay before it will be accepted.

17. Garbage

All garbage is to be placed in outside bins provided. Removal costs and tip fees will be deducted from security deposit if the tenant has left excess rubbish. It is the responsibility of the tenant to put the garbage in the appropriate bins, red for general garbage or yellow for re-cycle.

18. Extra Cleaning

Both houses must be left in the same condition as check-in. Charges will apply if Verandahs requires extra cleaning due to the dirty or untidy condition in which the property has been left. This includes (but not limited to) the emptying of fridges, emptying of kitchen rubbish and recycling bins and the moving back into position of any furniture. Extra cleaning time will be calculated on the number of hours required over and above normal cleaning time of 4 hours at a rate of \$35.00 per hour x three cleaners. If extra washing and dry cleaning of soft furnishings or the removal of stains from furniture is required these will also be charged at the cleaning rate. Replacement of linen/towels may be required if they are beyond saving due to stains of any kind.

19. Parking

Verandahs only has parking for four cars at any one time. All cars must be parked on the sealed areas only. There is absolutely no parking or driving allowed on the lawns. If any damage is done to lawns because of parking or driving on the lawns the cost to repair them will be deducted from the bond. Extra care must be taken by all tenants not to drive on lawns especially in wet weather.

20. NON-SMOKING INDOORS

Smoking outside and on verandahs only. All butts must be deposited into bins and not on the verandahs, gardens or lawns. Cost to repair any damaged caused by cigarettes butt being stubbed out on verandah floorboards or railings will be deducted from the bond.

21. Number of guests

The number of guests must not exceed number specified in the booking and failure to adhere to this will mean a charge of \$150 per person per night and/or immediate cancellation of the booking with no refund.

22. Schoolies Bookings

Verandahs does not accept Schoolies. Any booking made during this time by another party and not declared as a Schoolies booking will lose all deposit and tariff paid and/or the immediate termination of guests will follow. The number of guests must not exceed numbers specified on the booking sheet signed by you and failure to adhere to this will mean immediate cancellation of the booking with no refund.

23. Candles

The use of candles sparklers or any products that may prove to be a fire hazard, must be pre-approved by the Verandahs prior to check-in.

24. Functions or Events

If the Tenant wants to hold a function, (such as but not limited to) birthday celebrations/wedding/special event for more than 9 guests prior arrangements must be made with Verandahs and may be subject to a venue hire charge.

25. Pool & Cabana

For the safety of guests, the pool and cabana area is a "plastic only" area, which means no glass is allowed in this area. There are plastic wine/champagne and water glasses in the Verandah House for use in the pool and cabana area. If glass is found in the pool, the cost to drain the pool and refill will be taken out of the security bond. All precautions and all pool safety regulations have been taken by Verandahs to keep the pool area safe for guests. It remains the responsibility of guests to ensure that the pool gates are closed at all times and the safety of children remains the responsibility of guests. Guests will not hold Verandahs or The House of Morgan Pty. Ltd. responsible or liable for any accidents involving negligence. The pool cleaner visits Verandahs every Wednesday to clean the pool.

26. Caretaker

The gardens are extensive at Verandahs and require regular maintenance so you may see the caretaker/gardener(s) and pool maintenance person around from time to time during your stay.

27. Breach of Conditions

Any breach of the above conditions permits Verandahs to refuse the release of keys, amend the rent of the premises and immediately terminate the tenancy. **If a complaint is received concerning the conduct of persons letting the property a warning of breach of Conditions will be given. A second visit will result in instant eviction with loss of any remaining rental.**

28. Cancellation Terms

In the event of a cancellation, Verandahs will retain a fee as follows:

Initial 50% deposit is not refundable **if the booking is cancelled within ninety (90) days of your stay.** If you do cancel the booking at any time after a deposit has been paid a \$150 admin fee applies. If the booking is cancelled less than thirty (30) days prior to check-in date and the full amount has been paid, any refund is subject to a confirmed re-booking of the premises for the total period booked. If no re-booking can be made no refund will be given. In the unfortunate event Verandahs has to cancel your booking a full refund will be made.



VERANDAHS

Luxury Accommodation - Weddings & Special Events

BYRON BAY HINTERLAND · AUSTRALIA

I /we confirm that I/we have read all five pages of the House of Morgan Pty. Ltd Terms and Conditions of Holiday Letting and I/we accept and agree to comply with them in respect of the following booking.

Name of Person(s) in whose name the booking is made:

Name: _____ **Name:** _____

Signature(s): _____ **Signature:** _____



VERANDAHS

Luxury Accommodation - Weddings & Special Events
BYRON BAY HINTERLAND · AUSTRALIA

ACCOMMODATION BOOKING FORM

Please complete all details in block capitals and return to enquiries@verandahs-byron.com

Property to be let: **VERANDAHS** (as two homes)

Booking Dates (Dates of Stay)

Check-in Day and Date: _____

Check-out Day and Date: _____

Tenant/Booking Name: _____

Number of Guests:

Adults:

Children:

Children's Ages:

Cars:

Pets:

Number of Pets:

Breed(s):

Contact Mobile Number(s) _____

Email: _____

Estimated Time of Arrival: _____

(Please note that check in time is no earlier than 2.00pm unless otherwise arranged with Verandahs)

Terms and Conditions – Please ensure each page is initialed, sign on last page and returned to Verandahs in order to confirm your booking.

Tariff:

Total Due:

50% Deposit:

Security Deposit: \$3,000

Please note the security bond is returned within 7-14 days from the checkout date or once the final clean and inspection of the property has been completed.

All Payments to: Via direct bank deposit to:

Account Name: The House of Morgan Pty. Ltd.

Bank: ANZ Bank

BSB: 012006

Account Number: 213457709

Reference: Use your name

Please provide your bank details for return of bond below:

Bank: _____

Name of Account: _____

Account number: _____

BSB number: _____

Appendix A: Pets

Verandahs does not allow pets on the property without prior written consent from the owner/managers and will evaluate permission on a case-by-case basis. All pets are to remain outside, however, small and toy breeds may be allowed inside following specific approval. If approval is granted, guests must ensure their dog:

- 🐾 Is groomed to avoid matting and is cleaned prior to entering the house to avoid marks to the property
- 🐾 Have had up to date worming, flea treatments, and vaccinations
- 🐾 Has had nails trimmed to avoid scratches to the floors and furnishings
- 🐾 Does not jump up on beds, furniture or rugs (indoors or outdoors)
- 🐾 Is not be left unattended at Verandahs as excessive barking may result in complaints from neighbours

Additional cleaning charges may apply should pet hair, urine, fleas or any evidence (including smell) of the pet be left behind when guests leave. It is advised for pets to wear tick/flea collars, as ticks are prevalent to the Byron Shire.

Verandahs accepts no responsibility for death of, loss of, injury or sickness to pets during the accommodation period - full and sole responsibility for the pet and its actions lie with the pet owner and upon acceptance of Verandahs Terms and Conditions the guest agree that no legal action (including payment of veterinary accounts) will be taken against the landlord and that no discussion will be entered into.

Please be aware that Verandahs has not designed the garden area/ fencing to be pet friendly.