

Short Stay Agreement

Bookings

1. Any booking made by **You** with **Us** will be charged a booking fee of \$200 (including GST) payable at the time of booking and a booking form must be completed in full (including the full names and details of all guests) in order to secure a booking of the **Property**.
2. Unless otherwise agreed a booking will require payment of a 50% deposit on booking. Acceptance of a booking is subject to receipt of the deposit and confirmation of the booking. If a booking is made within 30 days prior to commencement of a booking payment in full will be required on application for the booking.
3. The balance of moneys payable for any booking must be received in cleared funds not less than 30 days prior to commencement of the booking term.
4. The amount of the bond will be advised at the time of booking and must be paid in full prior to commencement of the booking term. The bond can be processed as a credit card pre-authorisation or by direct transfer of cleared funds or credit card payment.

Access to the Property

5. Access to the **Property** on commencement of any booking shall remain subject to consent of the owner of the **Property** and on payment of all moneys contemplated in the Agreement.
6. Access to the **Property** on commencement of the booking will also be subject to all pre-letting cleaning having been undertaken and any necessary repairs completed and a pre-access inspection and report having been prepared.
7. The **Property** will not be made available to persons under 28 years of age ("Schoolie" or "Youth Groups") or for special events or parties (unless otherwise agreed). In the event that any booking is found to be in breach of this condition **We** reserve the right to cancel the booking immediately and forfeit all moneys payable under the Agreement and the bond.
8. If any unauthorised function or party takes place at the **Property** during the booking term, **We** shall be entitled to payment of liquidated damages of minimum \$2,000 which is a genuine pre-estimate of the loss and/or damage likely to be incurred.
9. If the **Property** is found to have an unauthorised function involving persons greater than the number of guests authorised to be accommodated at the **Property**, **We** reserve the right to cancel the Agreement immediately and evict all occupants of the **Property**. You will also be responsible for any fines issued by the Municipal Council and damages incurred.
10. Any booking must remain subject to cancellation at short notice due to use of the **Property** by the owner of the **Property**, any intended sale of the **Property** or any determination that the **Property** is no longer available for use and occupation for any reason. If the booking has to be cancelled at short notice **We** will use **Our** best endeavours to make alternative arrangements at another **Property** suitable to **You** or **We** will refund to **You** all amounts due and payable by **You** that relate to any unoccupied period of the booking.

Cancellation Policy

11. If any booking is cancelled more than 35 days prior to your stay, 50% of the total tariff paid by **You** for **Your** booking term will be refunded subject to the **Property** being re-let for the period of the booking at not less than the same rate (otherwise any shortfall will be deducted). Any refund will be paid (less an administrative fee of 10% of the total fees) within 30 days of payment being received in full from a new booking for the **Property**.
12. ***The months of December & January are subject to the cancellation policy 13.**
13. If a booking is cancelled less than 90 days prior to the commencement of a booking, the full tariff will only be refunded subject to the Property being re-let for the proposed booking term at not less than the same rate. Any refund will be paid (less an administrative fee of 10% of the total fees payable) within 30 days of payment being received in full for a replacement booking.
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14. COVID 19 Cancellation Policy
Should the **Government enforce a travel ban** on Short Term accommodation which restricts you being able to completing your booking, you are able to cancel your booking up until 24 hours before commencement date and receive a full refund, minus our \$200 booking fee or alter your dates at no administration charge.

Should you or your **immediate family** member/one of the original listed guests contract Covid 19 (we will require proof of this in the form of the messages from the Government & PCR Testing with your name attached). We will reschedule the booking for your family/guests at a mutually agreeable date and time, at the original agreed price, within 12 mths of your original booking. This change of date booking is subject to availability and seasonal pricing

Payment Arrangements

15. Payments can be made by:
 - 15.1 Credit card (Visa and Mastercard) – a processing fee of 1.5% will apply; or
 - 15.2 Electronic funds transfer – only available for payments made more than 30 days prior to stay. If you need to make payment less than 30 days prior to your stay this payment must be paid using credit card and is subject to processing fees

Jellis Craig Short Stays Mornington
Macquarie Bank Limited
BSB Number: **183 334**
Account Number: **3044 65289**
Reference – **House Name/Surname**

Arrival and Departure

16. The booking term will commence at 3.00pm on the first day of the booking term unless otherwise agreed in writing. **You** will be sent an email outlining access details 24 hours prior to that time.
17. The booking term will end at 10.00am on the final day of the booking term. You must vacate the **Property** by 10.00am sharp on the departure date (unless otherwise agreed in writing).

18. Any early arrival or late departure must be confirmed in writing in advance of the booking term. Any unauthorised late departure shall incur an additional day's rental and any extra cleaning charge or loss of income.
19. All keys, access code devices and remote control units must be returned to the key safe immediately on departure. Any late departure and/or non-return of keys, security passes and/or remote control units will be charged an extra fee of \$150.00 (including GST) which will be deducted from the bond. Should locks or other security devices need to be changed as a result of lost keys, the full cost will be deducted from the bond.
20. In the event that any damage or unsatisfactory cleaning or rubbish is evident at the **Property** on your arrival, please report that to **Us** immediately. **We** will endeavour to rectify any issues as soon as possible.

Cleaning

21. The Property will be cleaned prior to commencement of the booking term and We ask that **You** leave the Property in the same condition.
22. Please remove any food from the refrigerator and pantry and take all excess rubbish and recycling with You. Please empty any dishwasher and return all crockery, cutlery and cooking utensils to their original location within the kitchen. Some owners may leave various condiments for your use. They do not need to be replenished.
23. The fees payable by You for the booking term include a regular clean on Your departure. Any extraordinary cleaning required will be charged at the rate of \$50.00 per hour (including GST) which will be deducted from the bond.

Rubbish

24. All rubbish must be placed in the rubbish receptacles provided and lids secured. Rubbish must not be left in public or common areas and will not be collected from the roadside if not properly disposed of. Any rubbish bins must be placed outside the **Property** the night before the local collection and upon Your departure. Details of rubbish collection dates will be advised in Your check-in email message.
25. Please remove any excess garbage and recycling material from the **Property** on **Your** departure or advise **Our** office and **We** will arrange collection at **Your** cost at the rate of \$75.00 per bag. Details of municipal waste disposal facilities can be made available on request.
26. Any rubbish bin left overflowing and any excess garbage or recycling material left at the **Property** will incur a rubbish removal charge of \$75.00 per bag which will be deducted from the bond.

Bedding

27. Doonas, doona covers and pillows will be supplied at the **Property** with fresh linen (Unless otherwise agreed as part of you booking).
28. Any missing linen or towels or excessive laundering costs will be charged to **You** and deducted from the bond.

Personal Property

29. **We** can take no responsibility for any personal belongings left at the **Property**. If any personal belongings are left behind at the end of the booking term, **We** will endeavour to notify **You** and hold the belongings for a period of up to 30 days. If **You** do not collect the personal belongings within that time, **We** may dispose of them. The handling of personal belongings may incur a charge of \$25.00 plus postage to return them to **You**.

Pre and Post Inspections

30. The **Property** will be inspected by **Us** and/or the owner of the **Property** prior to commencement of the booking term and **We** may prepare a pre-letting inspection report.
31. The **Property** will be inspected by **Us** or the owner of the **Property** on termination of the booking term. A post-letting inspection report may be prepared.
32. Any decision concerning damage want of repair and/or breach of any conditions of Agreement made by **Us** or the owner of the **Property** will be final and binding on **You**.

House Rules

33. Any house rules adopted for the **Property** shall be deemed to form part of the conditions of the Agreement and shall be binding on **You**. To the extent of any inconsistency the house rules will prevail over the conditions of the Agreement.

Conditions of Agreement

34. **Agreement**
The Agreement is made between **You** and **Us** as agent for the owner of the **Property**.

Premises and Rent

The **Property** is let to **You** for the **Rental** which is payable on the earlier of signing the Agreement and three weeks prior to the **Commencement Date**.

Bond

You shall pay a **Bond** to **Us** on or before the signing of the Agreement.

Fixed Term Tenancy

The term of the Agreement shall be from the **Commencement Date** and ending on the **Expiry Date** and can only be extended on written agreement by **Us** if the **Property** remains available for short term letting on the **Expiry Date**.

35. **Damage to the Property**

33.1 **You** must take care to avoid damaging the **Property** and any common areas.

33.2 If **You** become aware of damage to the **Property** **You** must give **Us** notice of any damage as soon as practicable.

36. **Cleanliness of the Premises**

36.1 **You** must keep the **Property** in a clean condition during the period of the Agreement.

37. **Use of the Property**

37.1 **You** shall be responsible for maintaining the condition and security of the Property and its contents and surroundings and the conduct and behaviour of all guests and persons at the Property during your stay at the Property.

37.2 **You** must not use or allow the **Property** to be used for any illegal purpose.

35.3 **You** must not use or allow the **Property** to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring **Property**.

37.4 **You** must comply with all Local Laws applicable to the Property. An extract of the Municipal Council Code of Conduct is attached for your information.

37.5 **You** must not permit the number of persons at the Property at any time to exceed the agreed maximum number of persons for the Property as set out in the booking form unless otherwise agreed in writing.

37.6 If **You** allow the maximum of persons for the Property to be exceeded your letting of the Property may be cancelled immediately or additional fees charged or deducted from the bond or otherwise invoiced to **You** at any later date.

37.7 **You** will be responsible for all damage breakage and loss at the Property during your stay at the Property. Such costs may be deducted from the bond or otherwise invoiced to **You** at a later date.

37.8 All persons occupying the Property must comply with these terms and conditions and any specific house rules displayed at the Property including but not limited to respecting residential amenity, security of the Property, use of appliances and equipment and behaviour generally.

37.9 **You** must comply with all reasonable instructions or directions given by **Us** or any security service retained by the owner of the **Property** during **Your** stay at the **Property**.

38. **Transfer of Lease or Sub Letting**

36.1 **You** must not transfer or sub-let the whole or any part of the **Property** without **Our** prior written consent. The consent may be withheld at **Our** absolute discretion.

39. **Our Rights**

- **We** may issue an immediate notice to vacate at any time during the term of the Agreement and the **Tenant** must vacate the **Premises** at the expiration of the notice period given in the notice to vacate.
- This Agreement may only be amended in writing signed by **You** and **Us**.
- Where the **Premises** form part of a building, **We** have the right to make and/or alter rules and regulations for the **Property** and **You** will be bound by such rules and regulations.

40. **You** acknowledge that the insurance policy of the owner of the **Property** does not provide cover for **Your** personal possessions.

41. **You** must only use the **Property** for holiday purposes unless **Our** prior written consent has been obtained for any other use. Any other use may be subject to council or other approval and any costs associated with such approval will be **Your** responsibility. **You** must not permit any short term or long term letting or licencing the use and/or occupation of any part of the **Premises** without **Our** prior written consent. Any request for consent must be made in writing to **Us**. **You** must provide such information, particulars and documents required by **Us**. **We** shall not be responsible for any short term letting or licencing the use or occupation of any part of the **Property**.
42. **You** acknowledge that no promise, representation, warranty or undertaking has been given by **Us** in relation to the suitability of the **Property** for **Your** purposes otherwise than as provided in the Agreement. Any photograph description and/or representation of the **Property** is given and made in good faith and may be subject to minor discrepancy from time to time. **We** shall not be responsible for any such discrepancy to the maximum extent permitted by law.
43. **You** acknowledge that the persons named on the Agreement are those who will occupy the **Property** during the term of the Agreement and that any change of occupant(s) must be immediately notified to **Us** in writing.
44. **You** acknowledge that **We** will require possession of the **Property** at the termination of the Agreement and **You** agree to return all keys and other security devices promptly on termination of the Agreement.
45. **You** acknowledge that the **Property** may be located in an area where car/boat parking may be at a premium during holiday periods. On street car parking may only be available by way of the issue of a resident parking permit issued by the municipal council. **We** make no representation about the availability and/or terms and conditions on which any such parking permit may be made available to **You** (if at all). **You** should make **Your** own enquiries with the municipal council in regard to any such car/boat parking before signing the Agreement.
46. **You** acknowledge that **You** are responsible for the replacement of any lost keys, auto remote controls and the provision of additional keys and any locksmith's charges where keys are mislaid or lost. **We** do not guarantee that **We** hold a spare set of keys to the **Property**.
47. **You** must indemnify **Us** for any loss or damage caused by **Your** failure to take care to avoid damage to the **Property** by **You** or anyone at the **Property** with **Your** consent.
48. **You** must indemnify **Us** for the cost of any plumbing repairs due to blockages caused by negligence or misuse of the **Property**.
49. **You** must indemnify **Us** against all liability in respect of injury or damage to **You** or to any third party or property arising from any conduct, act or omission by **You** or any guest visiting the **Property**.
50. **You** must not do or allow anything to be done that will cause any shared service facilities to become obstructed, untidy, damaged or used for any purpose other than for which they are intended.
51. **You** must not do or allow anything to be done which would invalidate any insurance policy on the **Property** or increase the premium.
52. The **Tenant** shall not paint or affix any nail, screw, fastening or adhesive to the interior/exterior of the **Property**. **We** will require **You** to remove any such items affixed and make good any damage caused by such removal.
53. **You** must deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the municipal council. Such rubbish receptacle must be kept only in the place provided and **You** must put it out for collection and returned to its allotted place in accord with local council by-laws.

54. **You** must not hang any clothes/belongings outside the **Property** other than where provision for the hanging of clothes/belongings has been provided.
55. **You** must not carry out any mechanical repairs of any type to motor vehicles, boats or motor cycles in or around the **Property** or any common property.
56. **You** must check and relight any pilot light on any gas appliance as required, before reporting any fault to **Us**. If a tradesperson is sent to the **Property** to relight a pilot light, **You** will be liable for all costs unless the relighting is due to a fault with such appliance.
57. **You** acknowledge that the **Property** is a "Smoke Free Zone" home and will ensure that neither **You** nor any guests smoke inside the **Property**.
58. All **Rent Payments** must be made to **Us** in full before commencement of the Agreement. Any dishonour fees will be recovered from **You**. Any costs incurred by **Us** to recover any unpaid rent or other moneys payable under the Agreement must be paid by **You**.
59. **We** will use **Our** best endeavours so that the **Property** is available on the **Commencement Date**. **You** acknowledge that if the **Property** is not available on the **Commencement Date** **You** will make no claim against **Us**.
60. **You** must not keep any animal, bird, or other pet at the **Property** without first obtaining **Our** written permission. Permission may be withheld at **Our** absolute discretion.
61. **We** reserve the right to enter the **Property** with reasonable notice, in order to:
 - Carry out any necessary maintenance or repair.
 - Verify a reasonable belief that **You** have not met your duties under the Agreement.
62. **You** consent to the electronic service of notices and other documents in accord with the requirements of the *Electronic Transactions (Victoria) Act 2000* at **Your** email address. **You** must immediately give **Us** notice in writing if **Your** email address changes. **You** may not withdraw consent to the electronic service of notices and other documents. **You** also consent to any information in writing being retained by **Us** in electronic form.
63. If any provision of the Agreement is void, voidable, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words may be severed but if that cannot be done, the entire provision is to be severed from the Agreement without affecting the validity or enforceability of the remaining provisions of the Agreement.

Municipal Council Code of Conduct:

***You** the Guest must control and be responsible for the behaviour of occupants at the dwelling. Unacceptable behaviours include: • aggressive behaviour • yelling • screaming and arguing • loud cheering, clapping and singing*

***You** must park in the specified parking bays as specified by the Owners.*

***You** will ensure that none of the following are allowed at the property by way of tents, caravans, campervans or similar facilities.*

Outdoor areas including swimming pools, spas, outdoor decking and balconies are not to be used between 11pm and 7am.

***You** must adhere to the owners guide waste disposal arrangements and remove any excess waste or **You** will need to pay for the cost of the rubbish to be removed.*

Privacy Collection Notice

As professional property managers **We** collect personal information about **You**. To ascertain what personal information **We** have about **You**, **You** can contact **Us** on:

Telephone 5984 0999 or 0436 643 101 Email bookings@jellisraigshortstays.com.au

In Person 148 Ocean Beach Road Sorrento Website www.jellisraig.com.au

Primary Purpose

As professional property managers, **We** collect **Your** personal information to assess the risk in providing **You** with the short term holiday letting **You** have requested, and if the risk is considered acceptable, to provide **You** with the letting of the **Property**.

To carry out this role, and during the term of **Your** stay, **We** may disclose **Your** personal information to:

- The owner of the **Property**, and/or any lawyers, and/or any mortgage lender, and any referees **You** have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Property**
- Third party organisations required to provide **Us** services
- National Tenancy Database Pty Ltd
- Other Real Estate Agents, Landlords and Valuers

Secondary Purpose

We also collect **Your** personal information to:

- Obtain feedback from **You** and to promote other goods and services provided by **Us** and **Our** affiliates
- Allow organisations / tradespeople to contact **You** in relation to maintenance matters relating to the **Property**.
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting **Us** on **Your** behalf.

We will not actively disclose **Your** personal information overseas unless it is required for **Us** to provide **Our** services. However, some programs, software, on-line tools, or social media sites used by **Us** may be based in and/or housed overseas. The use of such products may involve disclosure of **Your** personal information to such organisations overseas.

You authorise **Us** to use and disclose **Your** personal information to trades people and to other persons to whom **We** outsource functions of or incidental to acting for the owner of the **Property**.

If **You** personal information is not provided to **Us** and **You** do not consent to the uses to which **We** put **Your** personal information, **We** cannot properly assess the risk to **Our** client, or carry out **Our** duties as professional property managers. Consequently, **We** then cannot provide **You** with the letting of the **Property**.

Our privacy policy contains information about how **You** may access the personal information **We** hold about **You**, including information about how to seek correction of such information.

Our privacy policy contains information about how **You** may complain about an alleged breach of the Australian Privacy Principles, and how **We** will deal with such a complaint.

Our privacy policy can be viewed without charge on **Our** website; <https://www.jellisraig.com.au/about-us/important-info#privacy-policy> or contact **Us** for a free copy.

Signed by **Us**: for and on behalf of the owner of the **Property**

in the presence of: (Witness)

Signed by **You**:

in the presence of: (Witness)

(Witness)