



## Mandala Beach House – Terms and Conditions

Mandala Beach House is our family holiday home. We are very proud to be able to share it with you, and we ask that you treat it as your own home during your stay. Please read through the following terms and conditions of the holiday rental before making a booking.

We also require you to provide a photo of your drivers licence within 48 hours of making a reservation.

**REPRESENTATIONS** All information in respect of the Property contained in the Owner's advertising material is believed to be correct at the time of publication however all details are subject to change by the Owner without notice.

The Guest acknowledges that the Owner has used their best endeavours to describe the property in good faith. The Owner will not be liable to or make refunds to Guests who are not satisfied with the accommodation they have booked.

**LICENCE NOT A TENANCY** Guests are granted a limited permission to occupy the property for holiday purposes. This is NOT a residential tenancy agreement under the residential tenancy legislation and failure to comply with the Guest's obligations in the terms and conditions may result in termination of permission to occupy the property and eviction.

The Owner may, at any time and for any reason, terminate the holiday booking by issuing written notice to the Guest which will be effective immediately. The Guest acknowledges the Owner will not be liable for any direct or indirect loss or damages which may arise as a result of, or in connection with, such termination.

**DEPOSIT** Guests booking accommodation more than 30 days in advance of their arrival date will not have their booking confirmed until payment of a deposit of 50% of the total tariff is received by the Owner. For bookings made within 30 days of the arrival date the full tariff is required before booking is confirmed.

**FINAL PAYMENT** Full and final payment for the holiday booking is required at least 30 days prior to arrival. If full and final payment has not been received by this date, the Owner and/or the Booking Agent reserve the right to cancel the booking without notice and the Guest will forfeit any monies paid by them in advance to the Owner.

**SECURITY BOND** All bookings require a refundable Security Bond to be paid at the time of final payment, due one month before the commencement date of the booking. The Guest agrees that the Owner is authorised to claim against the Security Bond to cover the cost of repair or replacement of any damaged, broken, lost or stolen fixtures, fittings, equipment, goods, furniture, or furnishings.

The Security Bond will be required and retained until a final inspection and assessment of the Property and any equipment is completed after check-out and all amounts which the Owner is entitled to claim or change against the Security Bond have been paid.

**CANCELLATIONS AND AMENDMENTS** The deposit is fully refundable if written notice of cancellation is received by the Owner more than 30 days prior to the arrival date. Where notification of a cancellation is received less than 30 days in advance of the arrival date, no refund will be given, and the full tariff will be forfeited. Cancellations and amendments are required to be in writing. If the Owner and/or Booking Agent is able to rebook any of the nights subject to the cancelled booking, a refund will be given for these nights.

**SIZE OF PARTY** The maximum number of guests must not exceed 12 adults.

**UNDER NO CIRCUMSTANCES ARE PARTIES, FUNCTIONS or SOCIAL GATHERINGS PERMITTED IN THE HOUSE. THIS INCLUDES HEN, BUCKS AND SCHOOLIES CELEBRATIONS.**

The number of guests occupying the property for the holiday must not exceed the number specified on the Booking Form. If for any reason there is a change to the number of guests occupying the property, the owner or Booking Agent must be informed immediately. If approval is given for a change in the number of guests, an additional charge will be payable for each extra guest. In the event that this clause is breached, the owners reserves the right to evict all guests immediately and payment will be forfeited.

**GUEST OBLIGATIONS** Guests are required to look after and take all reasonable care of the property and all the furnishings and equipment included in the property and to observe the "No Smoking Inside" requirement for the duration of the holiday.

It is the responsibility of the guests to ensure that all doors and windows are securely locked and that the property is left in a clean and tidy state at the end of the holiday.

The disposal of rubbish is the Guest's responsibility. Please ensure that rubbish and garbage is placed in the correct bins. The red bin is emptied every Tuesday morning and the yellow bin is collected fortnightly, every second Tuesday. It is the Guest's responsibility to ensure bins are placed out on the street for collection on departure from the property.

Any faults, damages or breakages must be reported to the Owner/Booking Agent as soon as possible.

Guests will be liable for any breakages or damages caused to the property during the guest's holiday occupation and all costs of repair and replacement shall be payable upon demand to the Owner. In the event that the property is not left clean and tidy, including the BBQ, the guest will be liable for the cost of excess cleaning which will be paid for from the Security Bond at a rate of \$100 per hour.

**NOISE** Excessive noise, music and any other form of disturbance that is unreasonably disruptive to neighbours of the Property, or interferes with the peace and comfort of neighbours, is prohibited at any time of the day.

All noise must be kept indoors at the Property in the period between 10:00pm and 8:00am.

Offensive noise may result in termination of permission to occupy the property and forfeiture of any monies paid to the Owner. Any costs incurred by the Owner as a result of the Guest's noise will be paid out of the Security Bond.

The Guest acknowledges that creating noise which because of its level, nature, character, or quality, or the time it is made, is likely to harm, offend or unreasonably disrupt or interfere with the peace and comfort of neighbours of the Property and other occupants of the premises may also be an offence under the Code and Fair-Trading Act.

The Owner is not liable for any disturbance, noise, or inconvenience that the Guest may experience from neighbours of the Property or for any other reason including any nearby renovation or building work or roads (as applicable).

**NOISE MONITORING DEVICE** There are two noise monitoring devices installed at Mandala Beach House – one in the living room and another in the BBQ area. The device does NOT record conversations but will alert the Owner if the decibel level gets to an unacceptable level.

If the Owner is alerted, the Guest will be phoned and asked to turn the noise down in accordance with the NSW Code of Conduct laws regarding noise in STRA properties.

If a noise complaint is received, a first warning will be given. If a second complaint is received, the Owner has the right to immediately evict the Guests from the Property and terminate the Booking and this Agreement.

**NOISE PENALTY** If a security guard or police attends the property to deal with a noise complaint, or where a complaint has been received from the neighbours during or after your stay, the Guest will be charged a fine of \$550.

**GUEST BEHAVIOUR/CONDUCT** Any behaviour exhibited by Guests that is disrespectful of or disruptive to neighbours, traffic flow or the community, or which prompts complaints to Mandala Beach House from the police, local council or neighbours, shall not be tolerated and may result in a fine under the Fair Trading Act and/or eviction and shall give the Owners the right to immediately terminate the Booking and this Agreement.

If any behaviour of Guests or visitors results in any dispute or complaint the Guest must notify the Owner as soon as possible, and the Guest acknowledges that failure to do so may result in a penalty under the Fair Trading Act.

**NO SMOKING** Smoking inside Mandala Beach House is strictly prohibited. If evidence of smoking inside the room is found, we have a strictly enforced fine of \$300. No exceptions.

**NO PETS** Sorry, we are unable to accommodate pets at Mandala Beach House. No exceptions.

**SCHOOLIES, HENS, BUCKS OR UNDER 25s** We do not accept 'Schoolies' reservations, nor do we accept bookings for 'Bucks' or 'Hens' parties or bookings from anyone under the age of twenty-five (25). Should you make a booking of this nature and not inform us, we reserve the right to cancel your booking in line with our standard cancellation refund policy. If you are already staying at the property your bond will be forfeited in full.

**CHILDREN** Children are very welcome at Mandala. Children must be supervised at all times, especially around fencing, pools, stairs, balconies and cleaning chemicals. The Owner is not responsible for any children staying at or visiting Mandala.

**KEYS** Should a Guest lose or require additional keys then a fee of \$100.00 will be deducted from the Bond.

**CHECK IN & CHECK OUT TIMES** Unless arranged in advance with the Booking Agent, check-in time is 3 PM and check-out time is 10.00 AM. The reason for the 10am check out is because it takes around 4-5-hours to clean the house so the next guests can enjoy a tidy house. Failure to depart at 10am will result in a fee of \$500 per 3-hour block.

**LINEN & TOWELS** Unless otherwise stated the accommodation includes the supply of all linen. This includes pillows, continental quilts, bed sheets, bath towels & bath mats, and tea towels. Beach towels are not included, and neither is linen for the baby cot.

**INSURANCE** Guests are advised to take out comprehensive holiday cancellation insurance to cater for any unforeseen circumstances.

**LIABILITY** The Owner accepts no liability for any injury, illness, loss or damage of any kind, howsoever caused, sustained by the Guests and/or Visitors resulting from their use of the Property pursuant to this agreement as a consequence of events or actions that are outside the reasonable control of the Owner, including Force Majeure. Liability for any loss or damage sustained by Guests or visitors, including personal injury, is otherwise excluded to the extent permitted by law.

Under no circumstances will the Owner be liable for any loss or damage to the property of the Guests and/or Visitors howsoever caused. All property of the Guest and/or Visitors including without limitation personal belongings, baggage, vehicles are the risk of the Guest and/or Visitor at all times.

The Guest agrees to indemnify the Owner against any claims, demands, proceedings, liabilities, costs, charges, expenses, loss and damage which may be suffered by the Owner as a result of the breach by the Guest of the terms of this agreement or as a result of any act or omission, neglect or default of the Guest during their stay in the Property.

## **DEFINITIONS**

Security Bond means money paid in addition to the holiday rental tariff to cover any additional financial transactions incurred during the holiday rental period.

Deposit means money payable to secure the holiday booking.

Force Majeure means an act, omission or circumstance over which the Owner could not reasonably exercise control, and includes, without limitation:

- (a) an act of God, fire, flood, tornado, hurricane or any other form of inclement weather, or conditions resulting from inclement weather; or
- (b) explosion, concussion, collision, radiation, act of the public enemy, act of war (declared or undeclared), insurrection or national emergency (whether in fact or law).

Guests – Any person/s who stays overnight in the Property during the term of the holiday rental period.

Holiday Rental – Means rental of the Property for holiday purposes within the maximum term permitted for rental without residential tenancy agreement under state and territory residential tenancy legislation.

Noise – Means any sound that is offensive to occupiers of neighbouring properties.

Owner – The person who owns the Property.

Service Fee – A fee charged for any additional services incurred during the holiday rental period as outlined above.

Tariffs – Fees charged for hiring the Property for a specific period of time.

The Property – Mandala Beach House, 21 Marine Parade, Callala Bay, NSW, 2540.

Visitors – Any person/s a Guest invites to visit the Property during the period of the holiday rental and who does not stay overnight.

**DECLARATION & AGREEMENT** I declare that I am over the age of 25 years. I hereby acknowledge that I am the Guest named on the Booking Form and I have read and understand the above booking conditions as evidenced by my signature and that all information provided herein is true and correct.

I further agree that the stated conditions will apply to this booking in accordance with the Booking Conditions and I agree to be held responsible for any and all charges due and payable on this booking. any damages that may occur or excess cleaning as required will be taken from the security bond payment.

## **SCHEDULE OF COSTS**

### **Call-out Fee for locksmith/ lost keys**

Should a Guest lose or require additional keys then a fee of \$100.00 will be deducted from the Bond.

### **Check-out late - without consent**

A late check-out past 10:00AM without prior consent of The Owner - \$500 per 3-hour block.

### **Cleaning**

- *Dirty/Messy Condition* – If the house has been left in an unsatisfactory condition, guests will be charged for the cost of excess cleaning at a rate of \$100 per hour.
- *BBQ/Oven* - If the BBQ or oven is left in extremely dirty condition - \$100 per hour
- *Linen, carpets and furnishings* – If the carpet, furnishings, curtains and/or linen have been soiled and require steam cleaning or replacement, the Guest will be charged for the cleaning cost or cost of repair (quote will be sourced and presented to Guest).

### **Noise complaint**

If there's a credible noise complaint or police or security is required to attend the Property, the guest will be charged \$550.

### **Evidence of smoking**

If evidence of smoking inside the room is found, the Guest will be charged a fine of \$300.

### **Parking**

Where there is evidence of the Guest parking or driving on the grassed area or a space that is not permitted - \$100 and invoice cost to repair or replace.