

Holiday Home Hire Terms and Conditions

1. Terms and Acceptance

- 1.1 These Terms set out the legal terms and conditions of your Booking to hire the Property.
- 1.2 You must accept and agree to be bound by these Terms at the time you make your Booking to hire the Property. If you do not agree to any or all of these Terms, please do not proceed to make a Booking to hire the Property.
- 1.3 By proceeding to make your Booking to hire the Property, you will be deemed to have accepted and agreed to be bound by these Terms.

2. Making a Booking

- 2.1 You may make a Booking to hire the Property by completing the relevant details in the portal or platform in which the Owner makes the Property available for hire or such other method nominated or accepted by the Owner.
- 2.2 You must ensure that any details required to process your Booking are current, complete and accurate. If such details change you must notify the Owner immediately.
- 2.3 You must comply with any limits or conditions notified at the time of making a Booking to hire the Property.
- 2.4 You acknowledge and agree that when you make a Booking to hire the Property and the Owner accepts the Booking, a contract is formed between the Owner and you in relation to your use of the Property in accordance with these Terms.
- 2.5 The Owner may reject your submitted Booking for any reason and without any obligation to provide reasons. If the Owner rejects your submitted Booking the Owner will notify you of such rejection as soon as possible after you submit your Booking. If you have been charged for your Booking and the Owner subsequently rejects your Booking, the Owner will promptly refund to you any amount charged.
- 2.6 Any amendments to your Booking are subject to acceptance and/or advanced written approval of the Owner.
- 2.7 You can only submit a Booking if you are at least 18 years of age or older at the time of submitting the Booking.

3. Hire Period

- 3.1 Upon the Owner accepting your Booking, the Owner grants you a right to access and use the Property during the Hire Period in accordance with your Booking and these Terms.
- 3.2 The right to complete and submit a Booking to hire the Property may be subject to a minimum and maximum Hire Period as notified to you at the time of making the Booking.

4. Hire Fee

- 4.1 In consideration of the Owner agreeing to hire the Property to you, you must pay the Hire Fee as directed by the Owner or the applicable portal or platform in which the Owner makes the Property available for hire.
- 4.2 Unless agreed, permitted or required otherwise by the Owner or the applicable portal or platform in which the Owner makes the Property available for hire:
 - 4.2.1 an amount equal to 50% of the Hire Fee must be paid in full at the time you make a Booking to hire the Property to secure your Booking; and
 - 4.2.2 the balance of the Hire Fee plus the Bond (if any) must be paid in full at least 21 days before the commencement of the Hire Period or such shorter period of

time as required by the Owner or the applicable portal or platform in which the Owner makes the Property available for hire.

4.3 If you do not comply with the requirements of clause 4.2.2 at least 14 days before the commencement of the Hire Period or such shorter period of time as required by the Owner or the applicable portal or platform in which the Owner makes the Property available for hire, the Owner may immediately cancel your Booking and in such circumstances you are not entitled to any refund of any Hire Fee already paid by you to the Owner but the Owner will return 100% of any Bond you have paid.

4.4 Where applicable, amounts payable under these Terms are GST inclusive.

5. **Bond**

5.1 The Owner will refund the Bond back to your nominated bank account promptly after the Hire Period subject to an inspection of the Property and less any deductions for damages, insurance excess or other additional charges incurred which you become liable for under these Terms.

5.2 In circumstances where the amount to be deducted from the Bond (in accordance with these Terms) exceeds the total value of the Bond, you will become personally liable for the difference and agree to pay such difference to the Owner immediately on demand.

6. **Cancellation Policy**

6.1 You may cancel your Booking by giving written notice of such cancellation any time before the commencement of the Hire Period.

6.2 If you cancel your Booking within 24 hours of submitting your Booking, the Owner will refund you an amount equal to 100% of any Hire Fee already paid by you and the Owner will return 100% of any Bond you have paid.

6.3 Without limiting clause 6.2, if you cancel your Booking at least 14 days before the commencement of the Hire Period, the Owner will refund you an amount equal to 50% of any Hire Fee already paid by you and the Owner will return 100% of any Bond you have paid.

6.4 If you cancel your Booking less than 14 days before the commencement of the Hire Period, you are not entitled to any refund of any Hire Fee already paid by you to the Owner but the Owner will return 100% of any Bond you have paid.

6.5 You are not entitled to any refund of the Hire Fee in circumstances where:

6.5.1 you do not check-in to the Property;

6.5.2 you are late in checking-in to the Property;

6.5.3 you do not use the Property at any time during the Hire Period; or

6.5.4 you check-out of the Property early.

6.6 If for any reasonable reason the Owner cannot make the Property available to you in accordance with your Booking for any or all of the Hire Period, the Owner will promptly notify you of the cancellation of the Booking and provide you with a full refund of any Hire Fee and Bond already paid by you to the Owner (being the limit of the Owner's liability).

7. **Use of the Property**

7.1 You may only use the Property for holiday accommodation.

7.2 For the avoidance of any doubt, unless with the prior written consent of the Owner, nothing in these Terms authorises or permits you or any of your guests, visitors and invitees to use or allow the Property to be used for any (i) commercial purpose or to conduct any type of

business or activities from or involving the property which generate income; or (ii) party, event, function or gathering.

- 7.3 Smoking is prohibited on the Property.
- 7.4 You must not use the Property for any unlawful or immoral purposes or carryout any unlawful or immoral activity whilst at the Property.
- 7.5 You must not leave appliances (such as but not limited to air conditioning units, heaters and ovens) on or running while the Property is unattended.
- 7.6 Pets are prohibited from the Property unless with prior written consent of the Owner.
- 7.7 A responsible adult that is 18 years of age or older must be present at the Property whenever children are present.
- 7.8 You agree to use only the parking spaces provided and to not park on lawns or garden areas.
- 7.9 None of the Owner's personal property, fittings and fixtures and plant and equipment may be removed from the Property unless with the prior written consent of the Owner.
- 7.10 You must not duplicate, replicate or otherwise replace any keys or access passes applicable to the Property.
- 7.11 You must not disclose to third parties any security codes for alarms applicable to the Property.

8. **Rules**

- 8.1 You must comply with any reasonable Rules notified by the Owner.
- 8.2 You must procure that your guests, visitors and invitees comply with any reasonable Rules notified by the Owner. A breach of the Rules by any of your guests, visitors and invitees is deemed to be a breach of the Rules by you.
- 8.3 A breach of the Rules is deemed to be a breach of these Terms.
- 8.4 Rules may be provided to you by the Owner before the date you check-in to the Property or otherwise may be available at the Property. The Rules may include, but are not limited to:
 - 8.4.1 the procedure or requirements for check-in and check-out including timing;
 - 8.4.2 house rules;
 - 8.4.3 details of the number of approved guests, visitors and invitees; and
 - 8.4.4 how to use services, appliances, contents, equipment, amenities and facilities available at the Property.

9. **Guests**

- 9.1 You must ensure that your guests, visitors and invitees that sleep at the Premises does not exceed the quantity of persons nominated in your Booking.
- 9.2 Without limiting clause 9.1, the number of guests at the Property at any given time must not exceed the maximum number specified by the Owner from time to time.
- 9.3 Any breach of these Terms by your guests, visitors and invitees will be deemed to be a breach of these Terms by you.

10. **Nuisance**

- 10.1 You must not do anything at the Property which is reasonably likely to cause a nuisance, interfere with or inconvenience any neighbouring or adjoining owners or occupiers of the Property.
- 10.2 You must not create any type of disturbance to public or common areas in the surrounding area of the Property.
- 10.3 You are required to immediately notify the Owner of any complaints you become aware of from neighbours of the Property or third parties to the extent (i) such complaints relate to the Property; (ii) your use of the Property; or (ii) use of the Property by your guests, visitors and invitees.

11. Security

- 11.1 You are responsible for maintaining the security of the Property during the Hire Period. This may include:
 - 11.1.1 ensuring doors, windows or any other possible entries to the Property are closed and locked if possible;
 - 11.1.2 keys or codes to access the Property are kept in a secure place and are not improperly disclosed; and
 - 11.1.3 where applicable, alarms are armed when absent from the Property.
- 11.2 Upon check-out you are responsible for ensuring the security measures in the check-out procedures are complied with.
- 11.3 You may be liable for any security breach which occurs as a result of a failure to comply with the above conditions.

12. Damage

- 12.1 You agree to take good care of the Property and its contents.
- 12.2 Any harm, damage or loss to the Property and/or its contents that occurs during the Hire Period must be reported to the Owner as soon as reasonably practicable.
- 12.3 You are liable for any harm, damage or loss to the Property and/or its contents caused by you or your guests, visitors and invitees which will be deducted from the Bond (including replacement costs).
- 12.4 In circumstances where the amount to be deducted from the Bond on account of harm, damage or loss to the Property and/or its contents (including replacement costs) exceeds the total value of the Bond, you will become personally liable for such difference and will pay the difference to the Owner immediately on demand.

13. Insurance

- 13.1 In circumstances where an 'insurable event' has occurred in or to the Property and/or its contents during the Hire Period (e.g. broken window or fire), any increase to insurance premiums payable in respect of the Property and/or its contents or insurance excess payable by the Owner (if the Owner elects to claim on such insurance) will be deducted from the Bond.
- 13.2 In circumstances where the amount to be deducted from the Bond on account of insurance excess or any other insurance charges exceeds the total value of the Bond, you will become personally liable for such difference and will pay the difference to the Owner immediately on demand.

14. Check-out

- 14.1 You must vacate the Property at the end of the Hire Period and you must comply with the check-out process that the Owner notifies to you.
- 14.2 Without limiting clause 14.1, you are required to leave the Property and its contents in the condition that it was when you arrived and otherwise in compliance with these Terms. This may include basic cleaning tasks such as emptying the bins, washing dishes and wiping down surfaces.
- 14.3 Non-compliance with any check-out procedures may result in additional charges and/or deductions from the Bond.
15. **“As is”**
- 15.1 Whilst the Owner will use reasonable endeavours to ensure all services, appliances, equipment, contents, amenities and facilities as advertised are available and operational at the Property, to the extent permitted at law, the Property is hired to you on an “as is” basis, being the condition of the Property and with available services, contents, appliances, equipment, contents, amenities and facilities as at the commencement of the Hire Period.
- 15.2 To the extent permitted by law, you release the Owner in respect of any claim, loss or liability arising from any services, appliances, equipment, contents, amenities and facilities being unavailable or otherwise not being operational.
- 15.3 To the extent permitted by law, any implied terms, representations or warranties as to the fitness, quality or condition of the Property are excluded.
16. **Indemnity and Release**
- 16.1 You and your guests, visitors and invitees occupy and use the Premises at your/their own risk.
- 16.2 To the maximum extent permitted by law, you are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of your guests, visitors and invitees.
- 16.3 You indemnify and hold harmless the Owner against all loss, theft, damage, costs or expenses incurred by the Owner as a result of a breach of these Terms by you or your guests, visitors and invitees and any claims by any person in respect of injury, death, loss or damage.
- 16.4 Your liability to indemnify the Owner must be reduced proportionally to the extent that an act or omission of the Owner contributed to the injury, death, loss or damage.
- 16.5 To the extent allowed at law, you release the Owner in respect of any claim, loss or liability arising under or in respect of these Terms and from any interruption to services to the Property or the Property and/or its appliances, equipment, contents, amenities and facilities not being accessible or usable for any period or reason.
- 16.6 Unless the Owner deliberately or negligently causes harm, you release the Owner from any liability due to loss, death, damage or injury occurring on or about the Property.
17. **Right of Entry**
- 17.1 The Owner or their representative may enter the Property at all reasonable times on providing reasonable notice for any reasonable purpose, which may include to carry out maintenance and repairs and/or to confirm your compliance with these Terms.
18. **Termination**
- 18.1 The Owner may terminate these Terms immediately by written or verbal notice to you if you breach any provision of these Terms and in such circumstances you are not entitled to any refund of the Hire Fee you have paid.

- 18.2 Without limiting clause 18.1, if the Property is used for a party, event, function or gathering during the Hire Period without the Owner's prior written consent, the Owner may terminate these Terms immediately by written notice to you and in such circumstances you are not entitled to any refund of the Hire Fee you have paid.
- 18.3 You must immediately vacate the Property upon the termination of these Terms.
- 18.4 The Owner may re-enter and take possession of the Property upon expiry or termination of these Terms.
- 18.5 You agree that non-compliance with these Terms may result in you being liable for additional charges (e.g. cleaning and repair costs) and/or deductions from the Bond.
- 18.6 Any provision of these Terms which by its nature should survive expiry or termination of these Terms, continues to apply and bind the parties.

19. **Problems or Complaints**

- 19.1 In the case of any problems or complaints with the Property, you must inform the Owner at the earliest opportunity.
- 19.2 Failure to notify the Owner of any problem or complaint in a timely manner limits the ability of the Owner to take steps (if any) to rectify the problem or complaint.

20. **General**

- 20.1 Notwithstanding anything else in these Terms, the Owner is entitled to apportion and attribute any payments made by you in the discretion of the Owner, including without limitation, the Owner can attribute any payment you make to satisfaction of the Hire Fee or the Bond in the Owner's discretion.
- 20.2 If the Owner's consent is required under these Terms, the Owner can withhold such consent in its absolute discretion or otherwise provide such consent on terms and conditions the Owner determines in its absolute discretion.
- 20.3 If you provide any feedback or reviews (in any form) regarding the Property, you grant the Owner a royalty free, sublicensable, worldwide and perpetual licence to use, copy, distribute and publish any and all of such feedback and reviews in the absolute discretion of the Owner.
- 20.4 Each party agrees with one another that they will not (directly, indirectly, expressly or implicitly) call into disrepute, defame, disparage or denigrate the other party.
- 20.5 These Terms may only be amended by agreement in writing between the parties.
- 20.6 Nothing in these Terms grants you an interest in the Property.
- 20.7 Nothing in these Terms provides you with any rights to sub-let, licence, assign or novate your Booking or rights to access and use the Property.
- 20.8 The Owner may at any time assign the Owner's rights and interests or novate the Owner's rights and obligations (in whole or in part) in connection with these Terms.
- 20.9 You will pay to the Owner on demand interest on any money due and payable by you to the Owner under these Terms calculated on a daily basis from the end of the due date until the day on which it is paid at a rate equal to two percent (2%) greater than the Reserve Bank of Australia Cash rate.
- 20.10 If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

- 20.11 These Terms are not to be interpreted against the Owner merely because they were prepared by the Owner.
- 20.12 Where there is two or more persons that comprise a party, such persons are jointly and severally liable under these Terms.
- 20.13 These Terms are governed by the laws of South Australia.

21. Interpretation

- 21.1 In these Terms:
- 21.1.1 **Booking** means a booking made by you to hire the Property.
- 21.1.2 **Hire Fee** means the fee specified by the Owner at the time you make a Booking to hire the Property.
- 21.1.3 **Hire Period** means the period of time in which you hire the Property as specified in your Booking.
- 21.1.4 **Owner** means the registered proprietor of the Property.
- 21.1.5 **Property** means the relevant property owned by the Owner and described in the Booking and, where the context requires, includes all of the Owner's personal property, fittings and fixtures and plant and equipment made available at the relevant property.
- 21.1.6 **Rules** means rules, conditions, instructions or reasonable directions provided by the Owner in connection with your stay and use of the Property.
- 21.1.7 **Terms** means these terms and conditions.
- 21.1.8 **you or your** means any person(s) who make a Booking to hire the Property.