

## **TERMS & CONDITIONS OF TENANCY**

To protect all parties involved in the letting of your fully self-contained property we ask that you carefully read the following terms and conditions:

1. Your holiday property is available from 2pm on your day of arrival with a vacate time of 10am on the date of your departure. If not vacated by 10am an extra day will be charged for any late check outs (unless prior arranged).

2. A Guest Registration Form is required to be completed which requests details of your name, address, drivers licence number as well as credit card details. If credit card details cannot be supplied a \$250.00 cash or EFT bond is payable. The bond balance will be returned by direct deposit within five days of your departure date. An increased bond may be incurred for group bookings or at our discretion. Failure to comply and abide by terms and conditions can result in immediate eviction without any refund of monies paid.

3. The premises are let to the person making the booking (18 or older) and will be held responsible for the conduct of all guests. The premises are let for holiday or work purposes, only for the period stated on the receipt and for the maximum persons as agreed with Albury Wodonga Apartments at the time of the booking.

4. The premises are to be left in a clean and tidy condition, including outdoor area and supplied BBQ (where applicable) to avoid additional cleaning fees.

5. All the properties are NON-SMOKING. Any smoking inside the property will incur a \$150.00 cleaning fee and any extra costs associated with cleaning of the premises.

6. A deposit of \$200 is required to confirm your booking and is payable within 3 days from the date you made the booking. Balance of tariff is due one week prior to your arrival date. Payment may be made by MasterCard, Visa, or direct deposit. There is a 1.5% credit card fee on all holiday transactions.

7. Cancellation Policy:

- A full refund will be provided with more than seven days notice prior to check in date
- Your \$200 deposit will be forfeited if you cancel with less than seven days notice and more than 5 days notice
- 50% of all accommodation charges will be incurred if you cancel with less than five days notice and more than 48 hours notice
- 100% of all accommodation charges will be incurred if you cancel with less than 48 hours notice.

8. Each holiday property is equipped for a specific number of guests. It is against OH&S/WHS regulations for more persons to occupy a property than there are beds to accommodate them. No mattresses, tents or caravans, or more cars than the property

accommodates are allowed. If a property is reported to be overloaded, the tenants will be asked to vacate with no refund made.

9. Linen and towels must be used on all beds and is provided. Please note that waterproof bedding is not provided and we ask that you supply your own if required. A \$150.00 cleaning fee will be charged for wet mattresses.

10. Under no circumstances are pets allowed at any of the properties unless it is designated as pet friendly and prior arrangements have been made. If there is evidence of a pet without permission a charge of \$150 will be applied.

11. Tenants are responsible for safe keeping of accommodation keys and/or remotes. If keys and/or remotes are lost you will be responsible for the changing of the locks and remotes (if applicable) and the cutting of 3 new sets of keys. Should a guest require duplicate keys after hours a \$75.00 service fee is applicable. If no keys are available, tenants will be liable for any costs involved in gaining entry to premises via a locksmith. Duplicates are NOT always available. Guest must not break in or attempt to break into premises when locked out.

12. All guests are responsible for any loss or damage arising from breakages or other damage to the unit or common property including pools during their stay, including any additional cleaning, removal of excess garbage, repairs or replacement items in the property. All properties are privately owned. Please respect the owner's property and under no circumstance should furniture be moved. A fee may be charged should this occur. Do not move items from property to property. All damage, breakages or losses to the property and/or furniture and furnishings are to be reported to Albury Wodonga Apartments within 24 hours and paid for by the guest immediately. Should you discover a fault or breakage when you arrive, please advise us or we will consider those the responsibility of the current guest and charge accordingly. Funds will be deducted from the credit card supplied if we need to make a claim which may include, but is not limited to, the following: excess cleaning fees, damage or breakages, excess garbage removal, late checkout.

13. All guests are responsible for keeping the property secure during their stay and will be responsible for any theft or damage due to neglect in this area.

14. No responsibility is taken for tenant's personal property left on the premises. It is recommended that guests take out personal property insurance or adequate travel insurance should any unexpected situations arise before or during your travel period. If requested we will endeavour to recover and return items of value inadvertently left in your holiday property but take absolutely no responsibility for the recovery or return. Postage will need to be paid in advance; a minimum cost of \$10.00 applies. Items of low value will be disposed of within 14 days.

15. All laws must be observed, you are in a residential area and regard must be paid to the quiet enjoyment of other occupants in the building and neighbouring properties, noise pollution is a punishable offence by law and as such we reserve the right to immediately terminate the tenancy without refund for any breach of this condition.

16. When a booking is made, the deposit is accepted for the owner at that time. If the property is for sale and the ownership changes before your holiday, we cannot guarantee that the property will remain available. We cannot accept responsibility for decisions made by a new owner. However, if the property is sold, you will be notified, allowing time to organise alternative accommodation.

17. The booking is made in good faith by us but may be subject to change as may be notified by the owner prior to the commencement of the booking. We cannot accept responsibility for actions taken by the owner of the premises outside our control. (Every reasonable endeavour will be made to offer alternative accommodation should this occur.)

18. If your holiday property is listed for sale while you are in residence, the occupier agrees to allow the owner or agent to conduct inspections with prospective purchasers at mutually convenient times, by appointment only.

19. At times situations arise of which we have no control. Albury Wodonga Apartments reserves the right to move visitors to alternate accommodation (subject to availability) at their discretion or the direct instruction of the property owner. If this is the case, we will notify you as soon as possible and make every reasonable effort to make sure you are satisfied with your new address.

20. The tenant agrees to allow Albury Wodonga Apartments to enter accommodation to arrange necessary repairs.

21. Should a tradesperson be sent out upon your request to carry out a repair that was unnecessary, the cost of the callout will be charged to you.

22. Web bookings description of the premises is made in good faith. Our staff will describe the premises, position and furnishings to the best of their ability and in good faith. No responsibility or refunds for alleged misrepresentation can be accepted. Please choose your property carefully using the information provided on our comprehensive website. There is no provision to change properties on your arrival if you are unhappy with your choice. (Other than on the basis that the full rental due be forfeited and full rental on new premises is paid prior to occupancy).

23. In the event of renovation/building work being carried out in or near the holiday premises, such work is beyond our control and we cannot accept responsibility for any disturbance, noise or inconvenience you may suffer as a result. No discount will be negotiated for any of the above.

24. Garbage bins are provided with all properties. Please ensure that all garbage is removed from your holiday property and placed in bins provided. It would be appreciated if all garbage could be placed in plastic bags, before placing in the RED bin. Please place only recyclable items in YELLOW to avoid contamination.

25. Booking extensions are subject to availability of the property AND payment in full being made. For longer term bookings, payment a fortnight in advance AT ALL TIMES must be adhered to. Failure to pay a fortnight in advance will result in a five (5) business day period to pay. We reserve the right to terminate the tenancy as at the date paid to for breach of this condition.

26. Failure to comply with any of the conditions may result in immediate termination of your tenancy.

27. Albury Wodonga Apartments reserves the right to change the wording, add to, delete or modify these terms and conditions and this could happen at any time for any reason.