

Standard Terms and Conditions of Temporary Holiday Accommodation

It is important that you read and understand these Terms and Conditions prior to paying your deposit. The following Terms and Conditions will apply to your stay at any property booked and paid for through Portland Seaview Real Pty Ltd T/A Portland Seaview Holiday Stays (PSHS), referred to in this document as the Agent. PSHS only accepts bookings on the Terms and Conditions outlined in this document.

By making and paying a deposit, you (the Guest) agree to abide by and comply with these Terms and Conditions as they stand now and as they may change from time to time on our website at www.portlandseaview.com.au.

In case of any variation of booking conditions between us and any independent third party booking provider or wholesaler, the terms posted on the Website at www.portlandseaview.com.au will apply.

1. GENERAL RULES

1.1 Guest Responsibilities

1.1.1 - It is your responsibility to have read and understood these Terms and Conditions before making a booking and paying a deposit.

1.1.2 - We reserve the right to change all or part of these Terms and Conditions at any time. It is your responsibility to keep yourself updated on any changes to these Terms and Conditions. If you object to a change of the terms and Conditions after paying your deposit, it is your responsibility to immediately advise us at the contact details provided on the Website, and we both agree to negotiate reasonably to produce an outcome acceptable to both parties.

1.1.3 - In the event of a Pandemic or State of Emergency imposed by the Local, State or Federal Government, Portland Seaview Holiday Stays has the right to change Terms and Conditions at any time and impose them immediately if necessary.

1.1.4 - It is the guests responsibility to ensure all parties at the Holiday Property are meeting all the restrictions imposed by Local, State or Federal Government and Portland Seaview Real Estate will not take any responsibility for guests whom are not abiding by current restrictions.

1.1.5 - By paying a deposit you agree to enter into an agreement to rent the Premises from PSHS in accordance with these Terms and Conditions.

1.1.6 - Your credit card details will only be used to pay for amounts relating to your booking. This information will never be supplied to a third party by us.

1.1.7 - You must monitor the observance of the Terms and Conditions by your Guests and Invitees. A breach of these Terms and Conditions by your invitees or guests will be considered a breach by you.

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- 1.1.8 - If the premises are damaged due to accident, negligence or wilful act of the Guest or the Guest Invitees, the Premises will be repaired at the cost of the guest. Any damage over the amount of \$500 may result in a report lodged with the Police as malicious damage.
- 1.1.9 - Use of the premises for any event or use other than as residential holiday accommodation will result in the immediate termination of the booking for the Premises, removal of Guest(s) and other occupants from the Premises and other costs or expenses being charged to the Guest's credit card. If insufficient funds are available; the debt will be passed onto a debt collecting agency or the courts for the debt plus recovery costs.
- 1.1.10 - It is your responsibility to ensure that all the details on the booking form are correct and that the Agent is notified of any changes to this information. This includes personal details, contact information, day of arrival and departure and the total number of Guests staying at the Premises.
- 1.1.11 - The guest acknowledges that the purpose of their stay is for holiday. 1.1.11 - Maintain noise at a reasonable level and, in particular between 10pm and 8am.
- 1.1.12 - Comply with parking regulations and show consideration to neighbours and other vehicles.
- 1.1.13 - Dispose of garbage and recycling in accordance with the usual practice at the property and in the allocated bins. Guests must not leave excess rubbish in common or public areas. Charges will apply for the cleanup and removal of said rubbish.
- 1.1.14 - Notify the Agent or owner of any complaints as soon as practicable.
- 1.1.15 - Minimise their impact upon the residential amenity of the neighbours and local community.
- 1.1.16 - Be responsible for their visitors.
- 1.1.17 - Observe and abide by the Body Corporate Rules/property house rules and respect the residential amenities of the property and neighbours.
- 1.1.18 - Maintain security of the premises.
- 1.1.19 - Refrain from engaging in any drunken, obscene or antisocial behaviour.
- 1.1.20 - Refrain from bringing pets of any description unless agreed to at the time of booking. If the owner does agree to allow pets at their property for the duration of your stay, the guest is responsible to clean up all droppings. If the cleaner / owner / property manager of the property deem that damaged has been caused by the pet, charges at their discretion, to repair or clean will be charged to the booking guests provided credit card. Guests are responsible for the safety and wellbeing of their pet for the duration of their stay. PSHS does not accept any responsibility or liability for the welfare and care of your pets during the time they occupy the holiday accommodation.

1.2 Information about the Premises

1.2.1- While PSHS makes every effort to ensure that property information is current and kept up to date, this information may change without notice. The description of the Premises is made in good faith and we will accept no responsibility for misdescription. All property photos on this Website were taken on site and are provided as a guide only.

1.2.2 - Photographs on the Website are an accurate representation of the described property at the time the photograph was taken and are subject to change and fair wear and tear. Neither PSHS nor the owners / property manager of the property accept responsibilities for personal perception. Nor do we take any responsibility for any errors or omissions contained on the website

1.2.3 - All properties advertised through PSHS are privately owned and managed by the owners. They are rented on a fully self contained basis. In the event of faults and / or malfunctions of appliances or inclusions, there is no obligation from the owner or Agent to compensate or discount. We will accept no responsibility for any inconveniences with machinery breakdown. In such circumstances, the Agent will undertake best endeavours to repair, replace or hire an alternative where possible.

2. BOOKING CONDITIONS

2.1 Tariffs and Fees

2.1.1 - Tariffs / Prices listed on our Website or third party Websites are a guide only. Tariffs, prices / quotations are subject to change without notice and will not be guaranteed until a deposit has been successfully processed by us and you have received formal confirmation of your booking from us via email.

2.1.2 - All bookings contain an additional one off \$35 booking fee. This fee is non refundable and non transferable.

2.1.3 - Additional third party Agent booking fees may also be applied to your booking.

2.1.4 - There will be no charge for infants under the age of 2 where a bed is not required. Due to safety requirements for cots and port-a-cots the guest must provide their own including the linen required. If the owner / cleaner / property manager deem that an additional bed / linen have been used to accommodate the infant, the Guest Surcharge relevant to the property booked will be applied and charged.

2.1.5 - If a meet and greet by our Agent or representative of our Agent is required after 5.30pm a \$55 (GST inclusive) surcharge applies. After 8pm a \$110 (GST inclusive) surcharge applies.

2.2 Payment and Deposit(s)

2.2.1 - We accept payment by credit card (VISA or Mastercard only - no debit cards). Keys will not be issued unless credit card details have been provided as a surety procedure. All guest information on third party platforms must be completed before keys are issued.

2.2.2 - A 50% deposit of the Total Booking Charge, plus any booking Agents Booking Fees is required to secure your booking.

2.2.3 - The balance of the Total Booking Charge must be paid 14 days prior to your arrival date. We will endeavour, but not guarantee, to send a reminder on the Monday prior to this due date, but the responsibility to make the final payment rests with the booking guest.

2.2.4 - All bookings made 14 days or less prior to arrival require full payment at the time of booking.

2.3 Booking Process

2.3.1 - The Guests enter all the required details via the online booking form and then submits the booking request.

2.3.2 - A computer generated email is automatically sent to the provided email address advising that an on line request had been submitted, this is not a confirmed booking. Bookings are not confirmed until a payment is received.

2.3.3 - At the time of requesting to book a property managed by PSHS, we may ask you to provide documentation such as a Guest Registration form, Drivers Licenses, Vaccination Passport, or any other documentation Local, State or Federal Government deems must be collected. In the event this has not been received we have the right to decline your booking as we see fit. If your booking has been taken in good faith of receiving these documents and they have not been provided within 14 days of your arrival date, your booking will be cancelled, and any booking fees/costs will be non-refundable.

2.3.4 - Once availability of the requested property is confirmed with the owner / property manager, an additional email will be sent to the provided email address, notifying the Guest that the booking is now Pending, and we are awaiting contact from the Guest to arrange payment.

2.3.5 - While every effort is made to ensure that our availability calendar remains up to date, there are instances upon confirmation with the owner / property manager that the dates are no longer available. The guest booking will then be cancelled and a email will be sent to the provided email address notifying the Guest of the cancellation.

2.3.6 - Upon successful processing of the payment an email will be sent to the provided email address informing of confirmation. Only at this point does a contract exist between the property owner as the accommodation provider and the guest.

3. REFUNDS AND TERMINATING YOUR BOOKING

3.1 Termination by Guest

3.1.1 - If cancelled within 14 days or less of arrival date, 100% of the total booking charges plus any agent booking fees will be forfeited, unless the property is booked for the same number period by another guest.

3.1.2 - If cancelled after paying the required deposit, but more than 14 days prior to arrival date, 50% of your booking charges plus any agent booking fees will be forfeited, unless the property is booked for the same period by another guest.

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3.1.3 - If the total booking fee has not been received 14 days prior to your arrival date we may, without notice to you, terminate the booking and seek to re-let the premises. If your booking is terminated under this clause, you will automatically forfeit all monies paid by you.

3.1.4 - No refund or credit will be given for early departure.

3.1.5 - Refunds cannot be made due to inclement weather or illness.

3.1.6 - Bookings may be transferred to a future date at the owner's discretion provided the request for transfer by the guest is; made more than 14 days prior to arrival date, is for the same property, is for the same number of nights duration or more (additional charges apply) and the applicable tariff for that season is applied. Transfers must be made to a date within 90 days of the original arrival date. Any bookings transferred after approval from the owner, will attract a \$55 (GST inclusive) administration fee.

3.2 Actions of the Agent

3.2.1 - If the premises become unavailable for occupancy before or during your stay for any reason (i.e damage to the Premises, carrying out emergency repairs, sale of the Premises by the owner, the termination of our appointment as the Agent for the premises or any other eventually not caused by the Guest), we will endeavour to find suitable alternative arrangements for your stay. If satisfactory alternative arrangements cannot be made, we will refund monies paid for the whole or part of the booking not fulfilled.

3.2.2 - If a property is double booked (where the owner / property manager or other Agent has accepted a booking for the same dates as your stay) we will endeavour to find suitable alternative arrangements for your stay. If satisfactory alternative arrangements cannot be made, we will refund monies paid for the whole or part of the booking not fulfilled.

3.2.3 - We cannot be held responsible should a property be listed for sale, sold or the Agent's appointment to act is terminated and your booking cancelled.

4. CONDITIONS OF OCCUPANCY

4.1 Check-in and Check-out

4.1.1 - Check in time is from 2pm onwards. We do not maintain an office at the property. We will be in contact with you to advise check in arrangements, if not already advised on payment of your balance, approximately 1 day prior to your arrival. All queries in regards to check in arrangements should be directed to holiday@portlandseaview.com.au or (03) 5523 3822 between the hours of 9am – 4pm Monday to Friday only. Portland Seaview Holiday Stays is NOT a 24 hour service.

4.1.2 - You must check out and return the keys as instructed by 10am on your day of departure. Extra charges will apply if late checkout is made.

4.1.3 - You are responsible for the safekeeping and replacement of provided accommodation keys, including any gate / garage remotes. Lost or non returned keys will be charged to the provided credit card at a cost of \$150. The replacement of gate / garage remotes will be charged in addition to this fee at a charge of \$150 per remote.

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4.1.4 - All keys are to be returned to the Portland Seaview Real Estate office by the check out time of 10am, unless otherwise specified. If they are not received by this time late check out fees will be applied. If your departure date is outside of business hours or on a public holiday the keys are to be returned through the mail slot in the Portland Seaview Real Estate office front door. Key collection on non business days is done at 11am, and any keys not returned will have the late checkout fee applied.

4.1.4 - The fee for late check out is equal to one night accommodation at the Property departed.

4.2 Use of Premises

4.2.1 - To maintain a good standard for guests, certain conditions need to be complied with when staying in the premises. We appreciate that most guests will respect the booked property, but because of the occasional case of abuse there is a need to draw your attention to the following conditions:

4.2.2 - On departure, the premises must be left in a similar state to the condition on arrival. Failure to leave the Premises in a satisfactory manner will result in additional charges to the Guest. You authorise us to charge the credit card kept on file for the additional costs incurred to clean the premises on your departure. All food must be removed all fridges, all rubbish put in the appropriate council rubbish bins provided and crockery and cutlery to be washed, dried and put away. The property must be left in a clean and tidy condition. The property must be vacated on time and secured. All windows (where possible) and doors are to be locked.

4.2.3 - Only the number of people shown on the confirmation email may stay at the premises overnight. Charges will apply for each additional guest where applicable according to the Property tariffs.

4.2.4 - You must not use the premises for any unlawful purpose.

4.2.5 - You must not smoke in the Premises.

4.2.6 - Animals or Pets (unless stated otherwise) are strictly prohibited.

4.2.7 - Parties and other functions are strictly prohibited on the Premises. The total Booking Fee charged is for private domestic Holiday use only. Accordingly this rate does not allow for the extra costs associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Failure to comply with this condition may be considered a serious breach of this agreement resulting in your eviction, and the loss of any monies paid by you. It will also result in any additional charges for cleaning and repairs to the property being charged to you.

4.2.8 - You must comply with all reasonable directions provided by us.

4.2.9 - If during your occupancy as a guest, you request maintenance to fix/rectify a particular matter, the Guest authorises us or a maintenance provider acting on our behalf, to enter the property to asses and carry out the required works. We/they undertake to always announce ourselves on arrival and will only enter the premises if allowed by the Guest if in -residence or if no persons are within the premises we/they shall enter.

4.2.10 - We reserve the right to enter the Premises at anytime for any reason to ensure the compliance with these Terms and Conditions

4.3 Breach of Conditions of Occupancy

4.3.1 - A failure to comply with any of the conditions is considered a serious breach of this agreement resulting in your eviction, and loss of any monies owed to you or paid by you.

4.4 Balconies

4.4.1 - For your safety, if there is one or more balconies on the premises please ensure that you, your Guests and invitees observe the following rules:

- A. Do not climb, sit on, push or force against the railings
- B. Avoid any behaviour that may cause a person to injure another person, themselves or cause someone or something to fall from the balcony
- C. Avoid any behaviour that may cause damage to the Premises, the balcony or its safety rails.
- D. Do not go out onto the balcony if you are under the influence of alcohol or drugs
- E. Ensure that all windows and balcony doors are locked before you leave the Premises

4.4.2 - If children or persons of concern will be visiting or staying at the Premises, ensure that they are supervised at all times when using the balcony.

4.4.3 - At all other times, we highly recommend that you lock the door/s providing access to the balcony.

4.5 Loss, Damage or Injury

4.5.1 - If on arrival you notice any existing damage or breakages within the Premises you must report your concerns to our office by close of business on the day of arrival. In the event that arrival has been specified outside of business hours or on a weekend or public holiday you must report to us by 10.30am on the following day or immediately via email or SMS. Otherwise it is agreed that all is in order with the Premises.

4.5.2 - You will be held responsible for any damage, breakages, theft or loss of any property on or in the Premises during your stay (including keys). If any property is affected in this manner, you will be responsible for all related costs for the repair or replacement of the affected property. You authorise us to deduct these costs from you from any monies owed to you or your supplied credit card.

4.5.3 - Neither PSHS or the Owner / Property Manager of the Premises takes any responsibility for the loss or theft of your personal property or for any bodily injury that occurs on or at the Premises.

5. FEES AND CHARGES

5.1 Additional fees and charges that may apply as a result of occupancy

5.1.1 - Additional fees will apply if more guests than the number stipulated on the confirmation email of your booking stay at the Premises without prior consent.

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5.1.2 - You must pay all associated costs for the repair or replacement of damages, lost or stolen property at the Premises.

5.1.3 - If you are occupying a house and residing at the Premises the day prior to rubbish collection, you must ensure the bins are put out for collection on the following morning. Failure to observe this requirement may result in a fee being charged for clearing the garbage.

5.1.4 - Should a guest request any belongings left behind at the Premises be posted to them, a \$33 (GST inclusive) administration fee for our Agents time in arranging, collecting and posting will be charged to the credit card on file and the item mailed COD to the receiver.

5.1.5 - We reserve the right to charge a special cleaning fee to cover the cost of additional cleaning of the premises that is required as a result of your occupancy, as per instructed by the Owner / Property Manager. Extra charges may be incurred for, but not restricted to, the cleaning of dirty dishes, washing machine, cleaning or emptying of dishwasher, emptying the fridge, removal of excess rubbish or any other item required to have further cleaning that that which is normally allowed for the Premises. The charges will be at the Cleaner /Owner / Property managers' discretion and will be charged to the credit card on file.

5.1.6 - If a meet and greet by our Agent or representative of our Agent, where the Agent is not at fault, is required after 5.30pm a \$55 (GST inclusive) surcharge applies. After 8pm a \$110 (GST inclusive) surcharge applies.

5.1.7 - If a Guest locks themselves out of the property and the Agent or Agent representative is required to attend the Premises to open the property a \$55 (GST inclusive) surcharge applies.

5.1.8 - Where access and arrival information has been emailed / supplied and call out is required because the guest does not have the information on hand a \$55 call out fee will be applied.

5.2 Payment of Additional Charges

5.2.1 - By providing your credit card details at payment of your deposit, you accept the terms and conditions of the booking and therefore you provide consent and authorisation for any additional charges incurred as stipulated in this agreement, whether a Guest Registration Form is returned or not. Payment for all additional charges will be charged directly to the credit card on file and the receipt for this payment will be mailed to the address provided on the original booking form. Please refer to 6.2.3 for ongoing procedures should the bond not cover the amount due for additional fees and charges, or in the event the card declines payment.

5.2.2 - Where a credit card is not able to be provided, a \$500 cash bond will be charged and held in Trust by the Agent. Once the Owner / Property Manager have inspected the property upon departure and deem that no additional charges apply, the bond will be returned via direct credit to your nominated account.

5.2.3 - In the event that the credit card supplied for additional payment of your booking declines, or the cash bond does not cover the total amount due we will invoice the booking guest for the amount due. If payment is not made within 7 days, the invoice will be forwarded to a debt collecting agency where additional fees and charges may be incurred.