

# beach house rentals

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Email: [bookings@beachhouserentals.net.au](mailto:bookings@beachhouserentals.net.au)

Web: [www.beachhouserentals.net.au](http://www.beachhouserentals.net.au)

## **Booking Terms and Conditions**

Thank you for your interest in booking a holiday rental property (**'the Property'**) with Beach House Rentals (**'we'** or **'us'**).

Should you (**'you'**) the tenant proceed to make a booking with us, you will be deemed to have read, accepted and agreed to all our Booking Terms & Conditions as set out below.

A reference to these Booking Terms and Conditions includes a reference to the House Rules commencing on page 6.

### **Your General Obligations**

1. The person who has signed the booking form on the last page must stay at the Property. This person will be held responsible for the conduct of all guests and for the condition of the Property, its contents and surroundings.
2. You are granted a limited permission to occupy the Property for holiday purposes only. This is not a residential tenancy agreement under the residential tenancy legislation.
3. Your occupancy is granted for the period stated in your booking invoice (only) and in consideration of the total rental stated in your booking invoice.
4. The number of persons staying at the Property (Guests) must not at any time exceed the advertised maximum number of persons for the Property unless we have first agreed with you otherwise in writing. You must not allow persons other than Guests at the Property unless we have agreed with you otherwise in writing. In the case that the maximum number of persons is exceeded, your occupancy may be immediately terminated and/or additional rental fees charged and deducted from your security bond.
5. You, the tenant, will be responsible for all damages, breakages and losses occurring to the Property during the term of your occupancy. Any associated costs, expenses or damages arising to us or the Property owner as a result of any such damage, breakage or loss will be deducted from your security bond.
6. All Guests must comply with the House Rules, respect the residential amenity and security of the Property and neighbours, and refrain from anti-social behaviour.
7. You must comply with any reasonable instructions given by us or the Property's security services during the course of your stay.
8. You must notify us of any disputes or complaints as soon as is practicable.
9. Failure to comply with these Terms and Conditions (including the House Rules) may result in termination of your permission to occupy the Property and eviction and/or charges against your security bond.

## Bookings

10. A booking fee of \$50.00 will be payable upon the making of all bookings.
11. Unless we agree with you otherwise, all bookings require payment of a deposit of 50% of the total rental fees. Acceptance of your booking is subject to our receiving payment of the deposit and providing you with written confirmation that your booking has been accepted.
12. The balance of your rental fees must be received by us, in cleared funds, by the following dates:-
  - a. in the case of any bookings for late December or January – at least 45 days prior to occupation;
  - b. in other months at least 14 days prior to occupation;
  - c. for bookings made inside 14 days prior to occupation, full payment is required at time of booking via credit card or electronic funds transfer.
13. In all cases, a security bond in the amount advised by us must be received by us, in cleared funds, at least 7 days prior to occupation.
14. Keys will not be issued for commencement of occupation unless you have:-
  - (1) paid the balance of your rental fees and the security bond as required; and
  - (2) signed and returned the booking form found on the last page of this document.
15. Your booking is confirmed in good faith at the time of acceptance, however acceptance of a booking is subject always to the Property owner's approval. Should the Property owner do anything which results in the Property being no longer available or suitable for the booking (such as selling the Property, taking it off the rental market or changing the nature of the Property), then we reserve our rights to cancel the booking. In this case, we will endeavour to make alternative arrangements that are suitable to you, or else we will refund to you any rental fees/security bond paid.
16. The security bond will be held in our trust account and refunded subject to our inspection of the Property, within 14 days of your departure. Fees and charges may be deducted from your security bond as provided in these Booking Terms and Conditions.
17. Bonds paid on a credit card (other than American Express) will be refunded back to the credit card used to pay for the booking (only), except in the months of December and January and all public holidays when all bonds will be refunded by way of cheque from our trust account. Bonds paid by way of direct credit/money transfer or using an American Express card will be refunded by way of cheque from our trust account at all times.

## Cancellations

18. Deposits will not be refunded unless the property is re-let for the period of the proposed occupancy for at least your agreed rental.
19. If re-let, an administration fee applies, which is equivalent to 10% of the gross rental fee. The balance of funds will be released to you, less the administration fee, within 7 days of the property being re-let.

## Payments

20. We accept credit cards (Visa, Mastercard or American Express), AUD personal or bank cheques/drafts and Electronic Funds Transfer (allow 3 days) to the following account:-

Beach House Rentals  
National Australia Bank, 65-67 Ocean Beach Road Sorrento  
BSB: 083 912  
Account No: 59964 4485

21. Please note that for payments made by credit card and debit card, you will incur an additional merchant/credit card processing fee as follows:- 2% of the payment amount for Visa and Mastercard and 4% for American Express.

## Arrivals and Departures

22. Your rental period will commence at 2 pm on your arrival date and at 4 pm in the month of January. Your keys will be available for collection from this time at the Beach House Rentals Office :-

**47a Ocean Beach Road Sorrento**  
(Melways Reference 157 A8)

### Office hours:

**Monday to Friday: 9 am to 5 pm.**

**Saturday 1<sup>st</sup> February to 30<sup>th</sup> April: 10am to 3pm.**

**Sunday 1<sup>st</sup> February to 30<sup>th</sup> April: 11am to 1pm**

**Saturday from 1st May to 31<sup>st</sup> October: 10 am to 1 pm.**

**Sunday from 1st May to 31<sup>st</sup> October: Closed.**

**Saturday 1<sup>st</sup> November to 18<sup>th</sup> December: 10am to 3pm.**

**Sunday 1<sup>st</sup> November to 18<sup>th</sup> December: 11am to 1pm**

**Saturday and Sunday 19<sup>th</sup> December to 31<sup>st</sup> January: 9am to 5pm.**

**Should you be picking up keys outside these hours, we will arrange an alternative address for collection.**

23. An acceptable form of photographic identification will need to be produced when picking up keys, from you or your nominated representative.
24. Your rental period will end at 10 am on your departure date. You must vacate the Property by 10am sharp on the departure date unless we have agreed with you otherwise.
25. We may be flexible with a late departure, (where requested prior to the departure date) if there is no immediate booking to follow.  
Outside of December/January, we can extend to 1pm, should there be no immediate booking to follow for the Property.
26. Keys must be returned to our office immediately upon departure. Late departure and/or non-return of keys may be charged an extra fee of \$50 which will be deducted from your security bond. **If the office is unattended, keys can be dropped into the Beach House Rentals 'KEY DROP OFF BOX' located near the front door of our office.**

27. In the event there is damage, unsatisfactory cleaning or rubbish at the Property upon your arrival, please report this to us immediately. We will endeavour to rectify as appropriate.

### **Cleaning**

28. The Property will be cleaned prior to commencement of your rental and we ask that you leave the Property in the same condition, (neat and tidy).  
Please remove any food from the fridge and pantry and take all excess rubbish with you.
29. Your agreed rental fee includes a regular clean upon your departure. Any extraordinary cleaning required will be charged at \$45.00 + G.S.T. per hour which will be deducted from your security bond.

### **Rubbish**

30. All rubbish must be placed in the bins provided (but bins must not be overflowing). Rubbish must not be left in public or common areas and will not be collected from the roadside if not inside the bin.
31. Bins must be put out the night before the local collection AND upon your departure.  
**Garbage is collected early Monday in Portsea, Sorrento, Blairgowrie and Rye.**
32. Recycling bins are collected every 2<sup>nd</sup> Monday (please refer to calendar on the fridge). We ask that during summer, weekends and peak periods, you only ½ fill the recycling bin, leaving the other half for the next tenant on this fortnightly collection service.
33. Please remove any excess garbage from the Property upon departure. It can be taken to the hopper at the end of Normanby Road, Sorrento (open 10 am to 4 pm every day from December 26 to January 31 and for the rest of the year, Saturdays and Sundays). Alternatively, excess rubbish can be taken to the tip at Truemans Road, Rye (open 8 am to 4 pm Monday to Friday and 8 am to 5 pm Saturday, Sunday and Public Holidays) or taken away with you.
34. Bins left overflowing and any other excess garbage left behind will incur a removal charge of \$35.00 + G.S.T. per bag which will be deducted from your security bond.

### **Linen**

35. Doonas, doona covers and pillows will be supplied with the Property.
36. **You will be required to supply your own sheets, pillowcases and towels unless arranged with us.**  
We can arrange for the hire of quality linen and towels. Please contact us at least 1 week prior to your arrival date, or 4 weeks prior to your arrival date for December/January rentals, to arrange linen/towel hire.
37. At the end of the rental period, **all hired linen and towels** must be placed in the bag supplied to you. Any missing linen or towels or excessive laundering costs will be charged to you and deducted from your security bond at \$25.00 + G.S.T. per item.

## Other

38. Neither Beach House Rentals nor the Property owner takes any responsibility for your personal belongings. If we locate any personal belongings left behind at the Property we will notify you and will hold these belongings for a period of 30 days. If you do not collect the belongings within 30 days, we may dispose of them. Handling of these items may incur a charge of \$20.00 plus postage.
39. We have endeavoured in good faith to accurately describe the Property to you based upon information provided by the Property owner. We do not take any responsibility for incorrect descriptions or omissions and we will not be held liable should the Property not match your expectations.
40. The Property will be inspected by us and/or the Property owner upon your departure. Any decision made by us or the Property owner as to the state of the Property and any damage will be final.
41. You indemnify and will keep us indemnified against any claims, actions, damages, losses, or expenses which we incur or are liable for as result of any action or omission by you or any of your guests in connection with your occupancy of the premises.
42. These Booking Terms and Conditions (including the House Rules) represent the entire agreement between us and you in connection with the subject matter and supersede any previous understandings, negotiations and agreements about the subject matter.

# The House Rules

## General Requirements

1. Guests must comply with the Booking Terms and Conditions including these House Rules and any other reasonable instructions from us.
2. You must notify us of any disputes or complaints from neighbours as soon as is practicable.
3. Please advise us if any changes are required to televisions and/or pool and spa settings and we will endeavour to arrange for these with the Property owner. Please do not make any changes yourself as this may damage the equipment (which may incur a cost to you).

## Noise and Residential Amenity

4. Guests must not create noise which is offensive to occupiers of neighbouring properties especially between 10 pm and 8 am and during arrival and departure at any time throughout the occupancy.
5. Offensive noise is prohibited and may result in termination of permission to occupy the Property, eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from your security bond.
6. Guests must not engage in anti-social behaviour and must minimise their impact upon the residential amenity of neighbours and local community.

## Visitors

7. Guests are not permitted to host visitors (persons other than Guests) at the Property without our prior written consent.

## Gatherings or Functions

8. The Property must not be used for the hosting of any parties, celebrations gatherings or functions of any sort.

## Parking

9. Guests must comply with parking regulations and show consideration to neighbours and other vehicles.
10. Specific parking arrangements for the Property (if any) will be set out in your tenant arrival information and must be complied with.
11. No tents or caravans are allowed on or around the Property.

## **Garbage and Recycling**

12. All rubbish must be placed in the bins provided (but bins must not be overflowing). Rubbish must not be left in public or common areas and will not be collected from the roadside if not inside the bin.
13. Bins must be put out the night before the local collection AND upon your departure.  
**Garbage is collected early Monday in Portsea, Sorrento, Blairgowrie and Rye.**
14. Recycling bins are collected every 2<sup>nd</sup> Monday (please refer to calendar on the fridge). We ask that during summer, weekends and peak periods, you only ½ fill the recycling bin, leaving the other half for the next tenant on this fortnightly collection service.
15. Please remove any excess garbage from the Property upon departure. It can be taken to the hopper at the end of Normanby Road, Sorrento (open 10 am to 4 pm every day from December 26 to January 31 and for the rest of the year, Saturdays and Sundays). Alternatively, excess rubbish can be taken to the tip at Truemans Road, Rye (open 8 am to 4 pm Monday to Friday and 8 am to 5 pm Saturday, Sunday and Public Holidays) or taken away with you.
16. Bins left overflowing and any other excess garbage left behind will incur a removal charge of \$35.00 + G.S.T. per bag which will be deducted from your security bond.

## **Security**

17. Whenever you are absent from the property, please close all windows and doors to maintain security and prevent rain and water damage.
18. Please close gates upon departure.

## **Swimming Pool/Spa (if applicable)**

19. Please maintain water levels (to halfway up the skimmer box) by filling the pool with the hose provided. Low water levels whether caused by evaporation or otherwise can cause damage which may result in a deduction from the security bond.
20. The swimming pool/spa must not be used between the hours of 10:00 pm and 7:00 am as it can create offensive noise for neighbouring properties.
21. No glassware is permitted in the pool.
22. Spa must be turned off when you depart.

## **Smoking**

23. Smoking is NOT permitted inside the Property. Your security bond will be forfeited if there is evidence of smoking inside the Property in order to fumigate and clean the Property.

## **Pets**

24. Pets are NOT allowed at the Property unless we have agreed with you otherwise in writing. Your security bond will be forfeited if pets are brought to the Property without prior permission.

## **BBQ**

25. The BBQ should be left clean upon your departure.
26. If the BBQ gas bottle is empty during the course of your stay, please have refilled or swapped at the local hardware or petrol station and present us with the receipt. We will reimburse you when your security bond refund is processed.

## **Market Umbrellas**

27. Any market umbrellas provided with the Property should be left closed whilst not in use to avoid damage (which may lead to a deduction from the security bond).

## **Septic Tanks**

28. Most Properties have septic tanks so please DO NOT FLUSH DOWN ANY SANITARY PRODUCTS, DISPOSABLE NAPPIES, ETC. If the septic becomes blocked and requires pumping you may be charged.

## **Damages and Breakages**

29. You are provided with an after-hours number in your tenant arrival information.
30. You must report to us immediately upon your arrival (or as soon as you become aware of, but not upon departure) any of the following:-
  - a. any damage or breakages to the Property its fixtures, fittings or contents; and
  - b. any other unsatisfactory matter or incident at the Property;

either on the office number ( 5984 4578) or the after-hours number provided to you.

## **Departure**

31. Please leave the Property clean and tidy, including wiping out the fridge and freezer, emptying the dishwasher and cleaning the oven and microwave to avoid excess cleaning being deducted from your security bond.
32. Keys must be returned to our office. Late departure or non-return of keys may give rise to a \$50.00 charge which will be deducted from your security bond.

## **Emergency Contact**

33. In the event of an emergency, please contact Beach House Rentals on the after-hours number provided to you in your tenant arrival information.

## **Compliance**

34. A breach of these House Rules is a breach of the terms and conditions of occupancy.
35. We, and the Owner, reserve the right to terminate permission to occupy and to evict you and all Guests and anyone else refusing to follow these House Rules or causing a nuisance.

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Booking Dates:      Arrival: ..... Departure: .....

Rental Address: .....

Primary Tenant's Name: .....

Address: .....

Contact Email: .....

Telephone Numbers: .....

Drivers Licence: ..... D.O.B: .....

Total number of people staying in the rented premises: Adults: ..... Children: .....

Number of cars to be parked at the rented premises: .....

Please list names of all occupants:

.....	D.OB: .....	.....	D.OB: .....
.....	D.OB: .....	.....	D.OB: .....
.....	D.OB: .....	.....	D.OB: .....
.....	D.OB: .....	.....	D.OB: .....
.....	D.OB: .....	.....	D.OB: .....
.....	D.OB: .....	.....	D.OB: .....

I hereby accept the Beach House Rentals Booking Terms & Conditions including the House Rules:

Signature: ..... Date: .....