

Booking Conditions



Frutal Holdings Pty Ltd 49 002 821 561

YAMBA ILUKA REAL ESTATE

(Formerly PRDnationwide Yamba)

2/5 Yamba Street, YAMBA

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Please Note: this booking is issued and accepted by the person named on the receipt, subject to the terms and conditions contained hereinafter. Any departure from these conditions permits the owner or agent to refuse the key, amend the rent or immediately terminate the tenancy. As per clause 18, to deduct up to \$1,000 from the security deposit should the need arise.

- 1. Guest Occupancy** - At no time during the occupancy by the tenant shall the number of persons residing overnight exceed the number of beds. Each holiday property is equipped for a specific number of guests. It is against Health Department 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 immediately with no refund made.
- 2. Provision of Linen** - Please note, that linen is not provided in your holiday property, unless otherwise stated. All properties provide blankets, pillows and mattress protectors. Please bring your own linen or this can be hired through the Washing Well 02 6646 1571.
- 3. Cancellation Policy** - A minimum cancellation fee of \$155 is applicable on all bookings. If cancelled less than two (2) months prior to your arrival date, **full tariff** must be paid unless re-let by us, for the full term of your booking. The booking service fee is non-refundable.
- 4. Online Bookings** - Whilst every effort is made to ensure accuracy on our website, Yamba Iluka Real Estate takes no responsibility for errors, including but not limited to pricing errors, caused by technical faults or delays in system updates. In the event of a system error any payment of a deposit and receipt of an automated confirmation email will not constitute a confirmed booking and Yamba Iluka Real Estate reserves the right to correct the error by way of updating the booking made and advising the guest of this change as soon as practicable. Should this amendment not be to the satisfaction of the guest, any booking amount paid will be refunded in full and alternate accommodation will be offered. 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 mis-description can be accepted.
- 5. Relocation** - No provision can or will be made for relocation at a guests request other than on the basis that the full rental for dates booked is paid and full rental on a new premises is paid prior to occupancy. All properties are individually owned and bookings are locked into an individual property, not the agency as a whole. Tenants must accept premises "AS BOOKED" and cannot be relocated.
- 6. Faults & Malfunctions of equipment** - All properties under Yamba Iluka Real Estate management are privately owned and 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 Yamba Iluka Real Estate to compensate or discount your accommodation.
- 7. Tradespeople Callouts** - If a tradesperson is sent out upon your request to carry out a repair that was unnecessary, the cost of the callout will be charged to you.
- 8. Arrival** - Occupation of premises is allowed after 2 p.m., but should you arrive earlier and accommodation is cleaned and ready, you are welcome to occupy same. If arrival date has been delayed please advise. Keys may be collected from our office during office hours, which are 9-5pm Mon-Fri, 9-12pm Sat. Should you be arriving outside office hours your keys will be left in the key box at the corner of the office, this key box has a security keypad to open.
- 9. Vacating** - Property must be vacated and keys returned to the office by

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and Local*

10.00am sharp on the day of departure to allow cleaning to proceed for the incoming tenant. Failure to vacate at the required time will incur a penalty equivalent to one night's accommodation.

10. **Re-booking policy** – No bookings are taken any further than 12 months in advance. Current guests have first priority to re-book the same period which they stayed in the following year, must be booked same day as departure. Any tariffs quoted are subject to increase when the following year's tariffs have been set. Guests will be notified as soon as practicable. Minimum \$200 deposit required within 3 days of booking.
11. **Tariff Changes** – In the case of owner instruction, annual review or refurbishment of premises, holiday tariffs may be subject to increase. Should this occur, you will be notified at least 30 days prior to your arrival date, and given the opportunity to pay the difference in tariff or cancel your booking without penalty within 14 days of notification.
12. **Payment Methods** – Yamba Iluka Real Estate accepts cheque, cash, EFTPOS, bank transfer into our account, or VISA or MASTERCARD to pay your accommodation. Please note if you pay by credit card, a credit card surcharge of 1.3% will be charged per government legislation. For security purposes we require you to provide our office with a photocopy of your credit card and drivers licence.
13. **Keys Lost** – If any keys or remote controls provided to guests for their accommodation are lost or not returned to the office upon departure, the guest will be responsible for the cost of changing the locks and remotes, and the provision of four new sets of keys.
14. **Tenants Lock Out** - Tenants already in occupancy requiring a key from a representative from this office after hours are to phone 0414 857 855, they will be charged a call out fee of \$75.00.
15. **Property Listed For Sale** – In the event of the property being offered for sale, the tenant agrees to allow the owner or his agent to inspect the property with prospective purchasers during reasonable hours by appointment. This booking is made in good faith by the agent, however, we cannot be held responsible for actions taken by the owner of the property or the new owner of a property, i.e. listing property for sale, increase of tariff, alteration of the property or withdrawal of property from letting. In the event the property is no longer offered for holiday letting, every endeavour to find alternative accommodation shall be made by this office.
16. **Breakages, Damages and Cleaning** – All breakages and damages to equipment, the property, common property, and appliances are the responsibility of the tenant and must be paid for or replaced. It is the tenant's responsibility to leave the property in clean and tidy condition, as close as possible to the way the property was found upon your arrival, when vacating. All dishes, cutlery & cookware is to be cleaned and put away, rubbish is not to be left inside the premises, it is to be placed in council garbage bins provided, on a regular basis and not allowed to pile up. Garbage bins are collected Sunday nights in the Yamba CBD area and Monday nights in the suburban areas. Please put your bin kerbside with the handle facing the property. Only rubbish placed inside the bins will be collected, if you do not place the correct items in the recycling bins, it will not be collected and you will be liable for rubbish removal costs. Excess cleaning, rubbish removal and the cost of damages or replacements will be payable by the guest.
17. **Pets** – Pets are not permitted on the holiday premises under any circumstances unless the property is designated as pet friendly. In such cases, the pet is to be kept outside at all times. In the case of companion dogs, strata by-laws only allow for request by a property owner in residence, no provision has been made for short term letting.
18. **Noise Disturbances** – The holiday guests agree not to cause or permit a nuisance; the holiday guests agree not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours. Excessive noise or behaviour that is threatening to others will not be tolerated. Yamba Iluka Real Estate reserves the right to immediately terminate the holiday booking without refund for any breach of this condition.
19. **Construction Noise** – Yamba Iluka Real Estate will not be held responsible for any noise from construction work that is occurring close to holiday properties. We are not informed of when construction work is occurring, therefore we cannot notify holiday guests.
20. **Security of Premises & Personal Property** – Holiday guests are responsible for keeping the

property security during their stay and will be responsible for any theft or damage due to neglect in this area. Neither the agent nor the property owner accepts any responsibility for tenants personal property during their stay.

20. **Injury and Loss** – Holiday guests are encouraged to undertake travel insurance for their stay, as neither the property owner nor the agent accepts any liability for any injury, debt, damage, loss, delay, expense or inconvenience caused directly or indirectly by events beyond the agent or owners control.
21. **Personal Items Left Behind** – No responsibility is accepted by either the agent or the landlord for tenants' personal property left behind at the premises. If requested we will endeavour to recover & return items of value inadvertently left in your holiday property, but take absolutely no responsibility for the recovery or return. Packaging and the cost of sending out a staff member to search for the item will need to be paid in advance; a minimum cost of \$30.00 + postage and packaging applies. Low value items found will be held for claiming for a maximum of 2 weeks and if not claimed will be disposed of.
22. **Cleaning of BBQs** – If you choose to use the BBQ, please clean it afterwards so that next holiday guests can also enjoy it. Cleaning BBQs are not part of the cleaners regular duties and if it is found to be in an unsatisfactory condition after your stay a \$75 cleaning fee will be charged to your security deposit. Please note that not all properties have BBQs.
23. **Security Deposit** – A security deposit of \$1000.00 or \$500.00 is applicable on all lettings. This is payable by credit card, cheque or cash. For credit card payments a form is to be filled in and returned to our office prior to your taking occupancy. Cheques are kept in our safe until the property is vacated and checked, and then they are sent back to the tenant within seven (7) days. Cash deposits are receipted into our trust account and are held until the property is vacated and checked. A cheque for your security deposit will be forwarded to you within seven (7) days. Please note that no money will be deducted from your deposit unless we need to make a claim against your security deposit of up to \$1000.00, which may include but is not limited to the following excess cleaning fees, damage or breakages at the property, excess garbage removal, late check out, telephone calls (if applicable).
24. **Alcohol / Events Policy** - Our holiday properties are privately owned holiday homes, and not licenced event venues and are not insured as such. Properties managed by Yamba Iluka Real Estate will not be permitted to host any events, parties, gatherings, commercial or otherwise. Events or gatherings covered by this clause include, but are not limited to: Weddings, Wedding receptions, parties, large family gatherings for anniversaries, christenings or birthdays, stag parties, hen nights, Schoolies groups, gatherings of clubs or societies. If guests are found to be holding such an event they will be asked to vacate with no refund made and alternative accommodation will not be offered.
25. **Unexpected Situations** – At times situations arise of which we have no control. Yamba Iluka Real Estate reserves the right to move visitors to alternate accommodation (subject to availability) at our 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.