



# Terms & Conditions

## Terms & Conditions of Tenancy for Holiday Property

Reservations of property letting by Deacon Real Estate are accepted on the following conditions:

Thank you for choosing to book your Holiday Rental Accommodation through Deacon Real Estate Holidays. We hope you have an enjoyable holiday and that your visit to the area will be as pleasant as possible. To protect our property owners we ask that you carefully read the following "Terms and Conditions" of your Holiday Letting:

### 1. Rental payment:

- 1.1 A bond of \$300 and your completed booking form are due within ten (10) days of reservation to confirm the booking. If the booking is not confirmed within this time, the booking may be cancelled.
- 1.2 Rent is to be paid fourteen (14) days prior to occupancy.
- 1.3 For a booking of less than seven (7) nights - full rent is required within ten (10) days of reservation together with the bond and booking form.
- 1.4 Payment by cash, direct debit, eftpos, cheque or money order only (subject to change).
- 1.5 Prices are subject to change – written notification will be given in such instance.

### 2. Cancellation:

- 2.1 The bond can only be refunded (less booking fee \$90) if property is re-booked for the period reserved.
- 2.2 No provision can or will be made for re-location other than on the basis that full rental due to be forfeited and full rent on a new premises is paid prior to occupancy. Tenant must accept premises "as booked" and cannot re-locate.

### 3. Entry:

- 3.1 Collect keys from our office located at 34 Darling Street, Wentworth prior to 5pm.
- 3.2 If you are running late you will need to contact our office between 9.00am and 5.00pm to make alternate arrangements.

### 4. Duration:

- 4.1 Each holiday property is equipped for a specific number of guests. A property can only accommodate the number of people that the beds will accommodate. It is against Health Department regulations for more than the specified number of people to occupy the property. It is a good idea to discuss your requirements with our staff when making your booking.
- 4.2 There is NO tents, caravans, cars or mattresses than the property accommodates is allowed and if this is not followed you may be asked to leave with no monies shall be refunded.
- 4.3 No guest under the age of twenty-one (21) will be permitted to occupy any of our holidays premises unless accompanied by an adult (a person over the age of twenty-one years).
- 4.4 A bond of up to \$2000 may be incurred for group bookings.
- 4.5 Everyone on holidays likes to party, however we must stress that excess noise or adverse behaviour will not be tolerated. Guests making excess noise, adverse behaviour or damaging a property shall be given one warning then may be asked to leave the property and in this case, no monies will be refunded.
- 4.6 Should a guest require a duplicate key after hours a service fee of \$50 shall be charged. If no key is available the guest may be liable for any costs involved in gaining entry to the property. Guests may not break in or attempt to break into premises when locked out.
- 4.7 Wentworth is proud that we have very little crime however, we cannot accept responsibility for personal property that are left unattended in or around your holiday property. When visiting parks or picnic areas we suggest that you lock your vehicle and ensure that valuables are kept safe and out of sight.
- 4.8 Everyone knows that a dog is mans best friend we are lucky enough to have property owners that share our feeling. However, in most holiday properties pets are not permitted. To avoid disappointment please let our staff know of any special needs in relation to pets ahead of time.
- 4.9 Any breakage, damage or loss to the property, furniture and furnishings is to be reported to the agent immediately. Guests are liable for all costs associated with the repair or replacement.
- 4.10 Should you discover a breakage or default when you arrive, please advise us immediately or we will consider those the responsibility of the current guest and charge accordingly.
- 4.11 If the breakage or damage is not paid for immediately by the guest, funds shall be deducted from the bond and may include, but is not limited to, the following: excess cleaning fees, damage or breakage repair or replacement, excess garbage removal, late check out, telephone calls (if applicable). If a claim exceeds \$150 an agent's fee of \$50 shall apply.
- 4.12 When booking your accommodation, our staff have taken great care to describe your holiday accommodation to you as accurately as possible. However, Deacon Real Estate cannot accept responsibility for any incorrect descriptions, errors or omissions.
- 4.13 At times situations arise to which we have no control. Deacon Real Estate reserves the right to move guests to alternate accommodation of a similar standard at their discretion or at 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 alternate address.
- 4.14 NO FIRE OR FIREWORKS ARE PERMITTED UNDER ANY CIRCUMSTANCES.
- 4.15 Due to drought conditions the river levels may be low. There is to be no jumping, running or diving off jetties. Guests are advised to take extreme care when entering the river and to beware of any debris like glass, logs etc in the water. The agent or landlord will not be held responsible for the closure of any boat ramps or the river eg. during the rowing season.

## **5. Exit:**

- 5.1 Departure time is 10am and late departure may be subject to a penalty tariff.
- 5.2 Keys are to be returned to our office located at 34 Darling Street, Wentworth by 10.30am.
- 5.3 If you are running late you will need to contact our office between 9.00am and 5.00pm to make alternate arrangements and charges may apply.
- 5.4 Please ensure all personal property and food is removed from the property. The agent cannot accept responsibility for such items.
- 5.5 There is an administration fee of \$25 for the agent to collect any items that have been left behind at properties. It is also the guest(s) responsibility to organise postage or a courier to receive their belongings back at their own cost.

## **5.6 Cleaning:**

Deacon Real Estate is proud of the cleanliness of our holiday properties. Our housekeeper has prepared your property to a very high standard and we ask that in turn you show consideration by being neat and tidy and placing garbage in bins provided. Guests are expected to clean the premises prior to departure including refrigerators, stoves, barbeques, showers, vanities, vacuuming and washing floors. Cleaning equipment is left on the premises for this purpose. However, the agent reserves the right to charge the guest if extra cleaning is required at the rate of \$25 per hour. A cleaner cannot be arranged at your expense.

## **5.6 Rubbish:**

All rubbish is to be left in the wheelie bins supplied - two wheelie bins will be available for your use. The wheelie bin must not be overflowing. A charge of \$40 will be charged if rubbish is left alongside the wheelie bin or it is overflowing.

- 5.7 Please make sure all fans, air conditions, heaters etc are turned off. Please ensure refrigerators are left running if they were on when you entered the property.

## **5.8 Inspection:**

Once the agent has made an inspection of the holiday property, your security bond will be refunded in full by cheque provided the holiday property has been left in a satisfactory condition. If you wish to re-book contact us and your bond can be held in trust for further bookings.

## **6. Disclaimer:**

- 6.1 Deacon Real Estate Holidays has endeavored to maintain the accuracy of the content with its website, however from time to time, aspects of the content may be out of date. Certain information is provided by others, including landlords, and for that we accept absolutely no responsibility for its accuracy.
- 6.1 Deacon Real Estate Holidays, and any representatives, makes no warranty, express or implied, including, but not limited to, the warranties of merchantability, fitness for a particular purpose, and freedom from infringement, nor assumes any legal liability or responsibility, for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, in any of these materials. Deacon Real Estate Holidays, and any representatives, specifically disclaims any other warranties, guarantees, and promises, whether or not stated in full in this document.

### **QUICK OVERVIEW:**

- No more persons permitted to stay other than beds quoted – no day visitors are permitted.
- Strictly no smoking in the house.
- No tents or caravans allowed, no camping.
- No pets allowed on the property unless prior arrangements are made.
- Tenants must have respect for the neighbours, as they also want to enjoy their weekend on the river.
- Do not encroach on neighbouring waterfront properties.
- If hirers are seen to be having extra guests a fee of \$20 per day must be charged per extra guest and these terms and conditions extend to those extra guests.
- Callout/administration of the holiday property: in the event that the agent or landlord is called out to attend the property, attend to any disturbance or administration matters, unauthorised use, abusive use or neighbourhood complaints a service fee of \$50 is applicable and payable to the agent by the guest.
- Should there be unauthorised use or abuse of the holiday property, neighbour complaints, police complaints, houseboat mooring or extra number of guests or visitors, you as the guest may be asked to vacate the holiday property immediately.



*We thank you for your booking and appreciate your co-operation in observing the conditions for the property. We hope you have an enjoyable time here in Sunraysia.*

*...Marty Deacon, Director  
Mobile: 0429 953 365*