Kahuana

HOMES

Booking Terms & Conditions

Welcome!

We are delighted to present our exceptional properties and homes, designed for your ultimate relaxation and enjoyment. At Kahuana Homes, our goal is to exceed your expectations with every stay. If you have any special requests, please reach out to us before, during, or after your stay.

You have booked with Kahuana Pty Ltd or another business we are acting for representing the property owner/host. Please note, guests are granted a license to occupy the property solely for the booking dates, and this does not constitute a Residential Tenancy Agreement under the Residential Tenancy Legislation.

As we trust our guests with fully furnished properties, often featuring bespoke and high-end amenities, we kindly ask that you read and adhere to our terms and conditions, including our strictly enforced 'no party policy.'

By making a reservation, you and your party agree to these terms and conditions. Non-compliance may result in actions including claims at the NSW Civil and Administrative Tribunal (NCAT), termination of the occupancy license, eviction, registration on exclusion registers, fines and negative reviews on booking sites.

We expect guests to care for the property and its furnishings, ensuring they are returned in the same condition as upon arrival. It is important that guests choose a property to suit their expectations whilst knowing ours; it is our expectation that our properties are solely used for quiet holiday purposes and that guests understand their responsibilities before booking. If you have any questions, please do not hesitate to ask; we are here to ensure you have a perfect getaway.

The team at Kahuana Homes is looking forward to welcoming you soon, we are confident you will thoroughly enjoy your stay!

1. Summary

The property must not be used by more than the **number of guests booked and paid for** on your reservation, either visiting or staying at the property, without written approval.

All guests must abide by the **NSW Short Term Rental Code of Conduct** and the **'Good Neighbour Policy'** and are required to ensure noise levels are kept to a minimum from 10pm until 8am the next morning. **Pets** are not permitted unless permission has been granted. Where permission has been granted you will be provided with specific details noted in your booking and are required to pay the pet fee charge. **Smoking** is not permitted anywhere inside a property. Some rural properties ban smoking entirely. **No commercial activity** is to take place at the property. **Tents, caravans and other structures** are not to be erected or occupied at the property at any time including inflatable pools.

Guest Cancellation Policy – Deposits are only refundable if the property can be re-booked for the cancelled dates (pro rata if applicable). There is an administration charge of $150.00 to re-advertise the property. Cancellations less than 60 days prior to check in are completely non-refundable.

The **primary guest** must be at least 18 years of age. Guests under 18 years of age are welcome but must be accompanied by a parent or guardian, unless otherwise agreed to in writing.

All applicable booking, service and other fees are included in the total price displayed at the time of booking.

If you encounter any **issue**, before, during or after the stay **you must contact our office on (02) 7257 3005 or via email to hello@kahuana.com.au**, so that we can attempt to correct the issue promptly. No compensation will be considered unless we have been informed during the stay and allowed the opportunity to remedy the issue. Our team are available seven days a week during business hours and until 10pm after-hours.

Guests should be aware that **all inbound and outbound calls are recorded.**

2. Bookings

2.1. Bookings Details

A Guest Registration Form is required for all bookings. The registration process requires a Government ID for all guests 16 years and above. All guests staying at a property are required to register. Check in is 15:00. Check out is 10:00.

NOTE: These times may be adjusted. There will be no refund or credit should these times be adjusted after you have booked the property. Further, we cannot guarantee that a property will be ready at the said check in time. We will endeavour to have the property ready; however, unforeseen circumstances can result in delays. In the case of a delay there will be no compensation provided.

We may be able to offer an early check in or late check out, however this may incur an additional charge. We cannot always guarantee that the property will be accessible at the agreed time, if we are unable to honour the early check in or late check out due to an unforeseen circumstance, a full refund of the fees charged above the tariff will be reimbursed. Unauthorised early check in or late check out will be charged at a minimum of $120 per hour.

The cleaning and management fee is subject to a 1.5x increase for Sunday check-ins and a 2.5x increase for public holiday check-ins. For 2-week bookings, the cleaning fee is doubled and extended stays beyond two weeks require a mandatory fortnightly cleaning service billed to the guest with optional linen changes for an extra charge.

2.2. Changes to Booking

The tariff is based on the agreed number of guests as detailed in our confirmation email, including the number of adults and children. If there is any change to guest numbers or the composition of the group at any time prior to or during the stay, the agency must be contacted to ensure the booking is reviewed, updated and documented.

Where a property applies an additional charge above a certain guest number, the applicable extra guest fee will be required. As the booking is accepted based on the confirmed guest numbers and group composition, any unauthorised or significant changes to the booking details or group structure may result in the booking being cancelled in accordance with our cancellation policy. Paying a deposit reserves a specific property for specific dates. If you elect to make changes to your booking after the booking has been confirmed, we reserve the right to charge a $89 administration fee for every detail which you change. Amendments are subject to availability. Booking dates and the property cannot be changed by the guest, and we cannot transfer bookings between properties, doing so would effectively cancel the original reservation and cancellation terms will apply. No refunds are provided for late arrivals, early departures or unused days of your reservation.

It is the guest's responsibility to advise our team at least 07 days before the stay if beds are to be split or extra beds are needed. If this is not received within 07 days this service cannot be guaranteed.

3. Guest Information & Obligations

It is a condition of your stay that you adhere to our Terms and Conditions, our Holiday Rental Etiquette Guide, the Good Neighbour Policy, the NSW Short Term Rental Code of Conduct, and that you leave the property promptly after completing the departure checklist. Guests must always abide by the local council and state planning laws and guidelines regarding short term residential accommodation.

3.1. Primary Guest

As the Primary Guest, you agree to be an occupant of the property for the entire duration of the stay, or act as a guarantor (not staying) in the case of "Under 18" Bookings. All other occupants will be family members, friends, and other responsible adults over 18, or accompanied by a parent or legal guardian.

3.2. "Under 18" Bookings

These are not guaranteed and require a written request and subsequent written permission from our office. All properties WILL NOT accept a "Schoolies Booking". A parent or guardian must act as guarantor for under 18 bookings and all guests and the guardian must provide photo identification and a contact number for each and every guest to be held on file. A security bond of up to $5,000 is payable via a cash deposit into the agency trust account, as well as a valid credit card from the guarantor to act as extra security. This credit card must have another $1,000 available credit during and for 14 days after the stay.

3.3. Number of Guests

Each holiday property is equipped for a specific number of guests. No mattresses, tents, caravans or more cars than the property accommodates are allowed. It is against Health Department Regulations for more persons to occupy a property than there are beds to accommodate them. The guest limits apply for the duration of the booking. Any extra guests (this includes day visitors) above those that have been booked and paid for must be approved in writing prior to the stay. We reserve the right to charge for extra guests/visitors and/or to decline any request. Any unapproved excess guests/visitors may result in a party/function/extra guests fine of $1,000, registration with industry exclusion registers, and/or traveller reviews on booking sites.

3.4. Children

No responsibility will be taken for children staying at or visiting the property. Please supervise carefully, always taking into consideration fencing, pools, dams, stairs, verandas, balconies and cleaning chemicals. Children under the age of 10 years old must not sleep on the top bed of a bunk. 9 months and under are classed as infants.

3.5. Keys

A service fee of $150 applies if a set of duplicate keys are required by a guest. If we are unable to provide a key for any reason, then the guest will need to engage the services of a qualified locksmith to gain access. The locksmith's invoice must be paid directly to the locksmith at that time by the guest. Guests must not break into or attempt to break into premises when locked out. Keys and all other access devices must be returned as per instructions provided. Should these not be returned, the guest will be liable for any charge incurred in gaining entry and/or replacing keys/devices and changing locks if necessary, plus a processing fee (with a minimum charge of $110).

3.6. Issues before, during or after the Stay

If you encounter an issue before, during or after the stay, you must contact our office immediately so that we can attempt to fix it. We will not be able to consider compensation unless we have been afforded the opportunity to remedy any issue. We will do our best to provide attention for any issue but cannot guarantee a fix.

3.7. Pets

Pets are not permitted unless expressly agreed to in writing by our office. Only approved pets and a maximum of two pets/house are allowed to stay on pet-friendly properties for an additional fee per pet per stay; payment of the pet fee

will show on the invoice and/or updated booking confirmation and is considered as written approval to bring a pet. Pets need to be strictly kept outside and guests are forbidden from leaving their pets unattended at the property at any time. If noise complaints are received, such as excessive barking, and the pet cannot be quieted, guests will be required to immediately remove the pet from the property at their own expense.

If evidence of a pet is discovered without approval or at a non-pet friendly property you will be charged a penalty per pet plus our standard pet charge for the time of the stay.

If you have additional written office approval that expressively allows your pet inside, you are required to restrict it to the hard floor areas and we request that each pet is:

(a) groomed to avoid moulting and

(b) is cleaned prior to entering the house to avoid marks to the property,

(c) has had up to date worming/flea treatments/vaccinations,

(d) has had nails trimmed to avoid scratches to the floors and furnishings, and (e) does not jump up on beds/furniture or rugs (indoors or outdoors).

We accept no responsibility for death of, loss of, injury or sickness to pets during the accommodation period – full and sole responsibility for the pet and its actions lie with the pet owner and upon acceptance of terms and conditions the guest agrees that no legal action (including payment of veterinary accounts) will be taken against us or the landlord and that no discussion will be entered into. Please be aware that some properties have not been designed to be pet friendly. The primary guest acknowledges and agrees that if any damage is caused by the pet(s) staying on the premises to the property that it is fully his/her responsibility to pay for any damages or cleaning that is necessary to bring the property back to its original condition upon entry. The primary guest agrees to have the carpet professionally cleaned or to have the premises fumigated if the cleaning or fumigation is required because animals have been kept on the premises during the tenancy.

Pet Friendly properties require all pet faeces, bones & bowls cleaned up and removed.

3.8. Third Party Services

Should you wish to engage the services of a third party during your stay such as a caterer, beautician, massage therapist etc, it is your responsibility to ensure that they adhere to these Terms and Conditions and hold appropriate Public Liability Insurance. The owner/host, agency and the housekeepers will not take any responsibility for any issues arising where a third party has been involved.

3.9. Additional Booking Options

Firewood Starter Packs, Travel cots, highchairs and other upsells are available through our agency guest portal and not refundable unless cancelled by the agency as the service cannot be provided.

3.10. Cleaning

A cleaning fee is included in the full tariff, however, if excessive cleaning is required over and above what is considered to be a standard clean, the guest will be charged at cost.

3.11. BBQ and Oven Cleaning

A $165 cleaning fee will be charged for unclean BBQs or ovens. Guests are provided with tools and chemicals to clean the BBQ or oven to avoid the charge. If the BBQ or oven is not cleaned to a high standard the credit card will be charged accordingly.

3.12. Rubbish

All rubbish must be disposed of into the correct bins and any excess rubbish that does not fit in the provided bins must be taken with you when you leave. You will be charged a tipping fee if excess rubbish is left at the property or if the garbage is not disposed of correctly.

3.13. Smoking

Smoking is not permitted inside any of our properties. If you need to smoke, you must do so away from the property to ensure that the smoke does not enter the property. If evidence of smoking inside the property is detected, you will be charged for steam cleaning of carpets and furniture, laundering of all soft furnishings and linens, plus replacement of linen where necessary. of carpets and furniture, laundering of all soft furnishings and linens, plus replacement of linen where necessary.

Many rural properties do not allow smoking at all due to bushfire risk. It is the guest's responsibility to understand this prior to booking. Cigarette butts need to be disposed of safely and appropriately.

3.14. Internet & Pay for View

When a property has Wi-Fi, Netflix, Foxtel or other streaming services which offer pay per purchase programs, any purchase must be paid for by the guest in advance. CPM and the owner will not be responsible should any program be delayed, cancelled or the quality/performance is affected by the internet or Wi-Fi service.

3.15. Call Outs

Should a tradesperson or a representative from our team be called to the property and the issue is deemed to be caused by a guest, equipment owned by a guest, or because a guest has not followed instructions provided at the property or via a communication channel, the guest will be responsible for payment of the invoice for the tradesperson and the call out fee of $150.00 at the time of the callout.

3.16. Loss and Damage

All damages, breakages or losses to the property, furniture and furnishing are to be reported immediately. Should you discover a fault or breakage when you arrive, you must contact our office immediately to avoid being charged for this damage.

3.17. Recreational Activities

Under no circumstances are the following activities permitted: motorbikes; dirt bikes; quad bikes; use of firearms; air rifles; fireworks, or any fire related activities other than those that are fixtures at the property.

A $1,000 fine plus costs to remediate will be payable if a guest or visitor to the property is in breach of this term.

3.18. Responsibility to secure Property

To prevent theft of or damage to furnishings or your personal belongings, you agree to close and lock doors and windows when you are not present at the property and upon check out. The guest must also secure all outside areas and especially not leave umbrellas, awnings etc. open or unattended in windy conditions. Should you not be able to secure the property you must contact our office immediately. If the property has a key safe, you must use it during your stay.

3.19. Noise

If you or any other guest receives a warning regarding excess noise or excess guests, you may be asked to leave the property IMMEDIATELY with no refund. Noise audible outside the property is prohibited between 10pm and 8am the next morning. In addition, if our staff, security guards or the police are called to the property to deal with noise complaints or excess guests, or if we receive complaint/s from the neighbours during or after your stay, a fee of $500 per offence will be charged. Noise disruption for these purposes includes loud behaviour of any type that disrupts the peace and quiet of others; intrusive or abusive language; loud music or any other sounds affecting other residents that is audible outside the boundaries of the property.

3.20. Good Neighbour Policy

The property is a privately-owned home, and we enforce a 'Good Neighbour Policy'. Please treat the property with the same care you would use with your own residence and leave it in the same condition it was in when you arrived.

All occupants of the property agree to conduct themselves throughout the stay in a manner that is respectful of and not disruptive to neighbours, traffic flow, or the community and that will not prompt complaints to the agency or owners from the police, local council, neighbours, or neighbourhood.

You and other occupants agree to abide by all applicable parking restrictions and limitations.

3.21. Criminal Activity

Use of the property for any criminal activity is prohibited and may result in fines or prosecutions. This prohibition extends to the use of the property's internet service, if any, for criminal activity. We will cooperate with any investigation of alleged criminal activity at the property during the stay.

3.22. Guest Property

Guests are solely responsible for their belongings whilst staying at the property and after and are required to take the usual steps to prevent any property loss, including locking premises and vehicles when not attended. The agency and the owner cannot be held responsible for forces of nature which result in damages or loss to guest property.

3.23. Lost Property

If personal property is left behind, you will be notified. We reserve the right to charge a $25 fee to collect lost property. If you require items to be mailed to you, they will be mailed at your expense; additionally, a $55 service charge will apply. Alternatively, you can pick up left behind items within 14 days from departure charge-free.

If not claimed within 14 days, unclaimed items will be donated to charity or disposed of.

4. Payments

To proceed with a booking via the Kahuana Pty Ltd website, the following payment conditions apply, for other booking sites please see their payment terms. Deposit is due at the time of the booking.

Balance of all outstanding monies is due 60 days prior to your arrival. Our system will generate a reminder sent to your email. Payment will be taken on the balance due date from the card provided at time of booking and held on file. Payments are to be made by credit card. All applicable fees are included in the total price displayed at the time of booking. Bookings will be cancelled if a payment is not received in accordance with the above terms. Any service fee is non-refundable.

4.1. Credit Card Storage and Charges

Kahuana Pty Ltd will securely save credit card details for the purpose of:

(a) Processing payments on the due date

(b) Security Deposit/Bond Claims

We will only charge the guests card in accordance with our terms and conditions and any applicable Australian Laws. Any applicable administration fees or other charges will be applied in accordance with these Terms and Conditions. No additional fee will be charged solely because a payment is made by card.

5.Cancellation Policy

5.1. Cancellation made by Guest

(a) (a) For bookings cancelled 60 days or more prior to the arrival date: no refund of 50% of the accommodation tariff, together with any applicable booking or management/service fees that were disclosed at the time of booking.

(b) For bookings cancelled less than 60 days prior to the arrival date: no refund.

(c) For no shows: no refund.

The agency may re-advertise a property to re-book it. Any refund will be provided pro rata unless the property is re-booked for all the dates of the original booking.

5.2. Cancellation due to Government Restrictions on Travel

In the event of a forced cancellation due to government restrictions on travel, guests may be eligible for a Special "Covid-19" Cancellation Policy.

5.3. Cancellation due to Non-Payment

If a guest fails to pay the balance, the booking will be cancelled, and all monies paid will be forfeited.

5.4. Travel Insurance

Guests are strongly encouraged to take out travel insurance to cover extraordinary events.

5.5. Cancellation by Agent or Owner

(a) If a reservation is cancelled by the Property Manager prior to guest check-in due to proof the guest intends to break any of the Terms & Conditions ("House Rules") included in the listing details, has an unauthorised party or otherwise violates any Party and Events Policy, the cancellation policy outlined in clause 5.1. will apply.

(b) In the unlikely instance that a property is withdrawn by the Property Manager prior to guest check-in due to circumstances beyond the guest's control, Kahuana Pty Ltd will endeavour to locate an alternative property of similar location and features, or offer a full refund at the time. If the guest selects one of the alternative properties, a new booking will be created and funds will be transferred to the new booking.

5.6 Travel Credit Vouchers

(a) Unless otherwise confirmed in writing by the Kahuana Pty Ltd office, Travel Credit Voucher Codes are valid for re-booking and check-in within 12 months from the day of the cancellation excluding NSW school holidays, long weekends and end of year peak season unless the cancelled booking fell into these periods.

(b) Travel Credit Vouchers Codes can only be redeemed against the property of the original booking unless the originally booked property is not managed by Kahuana Pty Ltd anymore.

(c) Management and Booking Fees as well as additional booking options are excluded from travel credits/voucher codes.

(d) The primary guest of the original booking needs to be in occupancy of the premises during the full new booking period.

(e) Credit Voucher Codes cannot be redeemed for cash, returned for a refund, have their balances consolidated to a new voucher code or be replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.

(f) If the new booking total exceeds the value of the travel voucher code, the balance must be paid by credit card.

(g) If the value of the voucher code is higher than the new booking total, the balance cannot be redeemed for cash, returned for a refund, have the balance consolidated to a new voucher code or be replaced.

(h) Unused values will not be refunded or attributed to any transactions after the expiry date.

(i) Travel Voucher Codes cannot be replaced if lost or stolen. If you suspect an unauthorised activity, immediately report this to Kahuana Pty Ltd via email providing details of the cancelled booking, Voucher Code and photo ID for verification purposes.

(j) Kahuana Pty Ltd reserves the right to cancel a travel voucher code if such action is deemed necessary and to vary or replace these conditions from time to time including to introduce new fees.

5.7. Extended Stays

For bookings of a minimum of 28 nights and a maximum of 89 nights, the following payment schedule (clause 5.7.1.), cancellation policy (clause 5.7.2.), cleaning schedule including associated costs (clause 5.7.3.) and utilities provisions (clause 5.7.5) shall apply; all other provisions remain unchanged and in full force.

5.7.1. Payment Schedule

(a) For bookings of 28 nights or more, the full amount for the first 28 days, including all applicable fees, is due at the time of booking.

(b) Any remaining balance will be charged in monthly instalments, with each payment due on the day before the corresponding period begins.

(c) All scheduled payments must be made in full and on time; failure to do so may result in cancellation of the booking.

5.7.3. Cancellation Policy

(a) If cancelled within 48 hours of booking and at least 28 days prior to arrival: full refund minus 3.3% service fee and $100 management fee.

(b) If cancelled outside this period: no refund for nights already stayed, plus 30 nights of the booking.

(c) If fewer than 30 nights remain at the time of cancellation: no refund for the remaining nights.

5.7.2. Cleaning Schedule

(a) A mid-stay clean is mandatory in addition to the standard check-out clean, scheduled every 14 days at the guest's expense.

(b) There must be at least 7 days between the final mid-stay clean and the check-out clean. If the final mid-stay clean falls less than 7 days before check-out - including if it falls on the check-out day itself - it will be combined with the check-out clean and double the standard cleaning time and cost.

(c) Optional linen and towel changes are available on request for an additional cost charged to the guest.

5.7.5. Utilities

(a) Water, gas and electricity are included in the accommodation cost, subject to reasonable domestic use consistent with the length of stay and the number of registered guests.

(b) Meter readings for water, gas and electricity will be conducted on the day of check-in and again on the day of check-out.

(c) Reasonable use refers to consumption typical of residential living, including standard use of lighting, appliances, heating and cooling. It does not include excessive or continuous use, such as leaving air-conditioning or heating running unattended for extended periods, operating appliances unnecessarily, or abnormal water consumption.

(d) Reasonable utility use is calculated as the Adjusted Seasonal Average (ASA = SA × G ÷ M), where SA is the property's seasonal average, G is the number of registered guests, and M is the property's maximum occupancy; consumption exceeding 20% above ASA will be considered excessive.

(e) Where usage is deemed excessive, the excess amount above ASA may be charged to the guest.

(f) Any additional utility charges will be calculated based on the applicable supplier rates and invoiced to the guest following check-out.

6. Security Deposit/Bond

A refundable Security Deposit (Bond) is mandatory on all properties two (2) days prior to check in and is a pre-authorisation held upon a credit card. The Bond amount may vary depending on the age range, number of guests and/or booking period and is designed to cover any security deposit/bond claims. To avoid erroneous blame, you are required to immediately notify our office if anything is missing or damaged when you arrive at the property.

Return of the Bond is based on the Kahuna Pty Ltd Booking Terms & Conditions and the inspection of the property after the stay and will be released within 14 days after check out; a return of any deposit, however, does not mean that you will not be held accountable for issues noticed or reported after any refund of it.

7. Security Deposit/Bond Claims

If there is a claim taken from a held security deposit, or a charge made to the saved credit card, an administration fee of $89 will be charged to cover our costs to investigate and process the claim.

Claims may include, but are not limited to:

(a) Charging for excess cleaning

(b) Charging for the supply of duplicate keys (call out fee of $150) or re-entry/ re-keying at cost.

(c) Charging if a office representative attends to the property to investigate an issue that is then deemed to be caused by the guest ($150 call out)

(d) Charging if a tradesperson attends the property to fix an issue that is deemed to be caused by the guest (invoice cost)

(e) Charging $500 per offence should there be a credible noise complaint by the neighbours and/or the police/security are called to the property

(f) Charging $1,000 per offence if there is evidence of a party or function at the property

(g) Charging the cost to repair or replace any malicious, deliberate or negligent damage to the property at cost

(h) Charging the cost to steam clean carpets, furnishings, linens etc.

(i) Charging applicable surcharges in addition to the standard pet fee charge for the time of the stay if pets are at a pet-friendly property without prior consent ($150/pet), if pets are at a pet friendly property and have been allowed inside without prior consent or on furniture or in/on beds ($250/pet); if pets are at a non-pet-friendly property ($500/pet)

j(j) Charging $165 for BBQs and ovens not cleaned thoroughly by the guest prior to departure

(k) Charging the cost to remove excess rubbish and/or if rubbish was not disposed of into the correct bins,

(l) Charging any pay per view program that has not been paid for by the guest in advance.

(m) Charging if there is evidence of smoking inside the property

(n) Charging for overstays at the property or guests in excess of those booked and paid for;

(o) police or security guard call outs; registration on/or reporting to exclusion registers; or any issue caused by the guest.

The remainder of your deposit will be re-funded to you within 14 days or later if further written notice has been given due to investigation. You remain responsible for, and will be charged for, the cost of any damage, repair, or replacement in excess of the Security Deposit.

We reserve the right to attend NCAT or the equivalent in other states to recover these costs, and any costs not able to be processed to the credit card on file.

8. Other Terms

We have taken great care to describe your holiday accommodation to you as accurately as possible. We cannot accept responsibility for incorrect descriptions errors or omissions, or changes made by the property owner without notifying us.

8.1. Substitution of Property

At times, situations arise over which we have no control such as ownership changes, extensive repairs or maintenance, or if properties are removed from the holiday rental market. We reserve the right to offer guests alternate accommodation of a similar standard as available, at our discretion.

In this unlikely event, we will notify you as soon as possible and make every reason-able effort to ensure you are satisfied. We cannot guarantee accommodation and, should an alternative not be found by our team, you will be refunded in full, and you agree to accept this as final resolution.

8.2 Price Changes

In the event that a property undergoes major renovation between the time the booking is made, and deposit paid and the dates of the stay, accommodation rates may be subject to an increase. Should this occur you will be notified and given the opportunity to pay the difference in the tariff, we may also be able to find alternative accommodation within your budget. If this is not a satisfactory outcome for you a full refund will be processed, and you agree to accept this as final resolution.

8.3 Wildlife

Our properties are maintained and cleaned regularly, however, wildlife is common in the country and coastal areas. The agency and/or the owner do not accept liability, nor will any compensation be offered for the unfortunate or seasonal visits of any wildlife including, but not limited to, rodents, insects, cockroaches, kangaroos, wombats, snakes, etc.

8.4 Right to inspect & re-enter the Property

The agency and/or its representatives reserve the right to enter the property at any time without notice, to protect and/or undertake emergency maintenance of the property. We will provide notice to the guests wherever possible.

8.5 Utilities, Appliances and Equipment

The agency and/or the owner do not accept liability or loss caused by failure of equipment and/or services out of our control, including, but not limited to, water, electricity, gas and internet. In the event of a failure, the guest must notify our office in the first instance. Any problems that arise during the rental period that do not constitute an emergency, will be remedied at any time during or after the rental period, at the sole discretion of the agency or the owner. No refund, compensation or guarantees are given.

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8.6. Balconies

8.6.1 For your safety, if there is one or more balconies on the premises, please ensure that all guests and visitors observe the following rules: (a) a maximum of six (6) people are allowed on a balcony at any time; (b) do not climb, sit on, push or use strong force against railings; (c) do not dispose of anything over the balcony railing as this may cause damage to the property or injury to the persons standing

below; (d) avoid any behaviour that may cause a person to injure another person, themselves or cause someone or something to fall from the balcony; (e) avoid any behaviour that may cause damage to he premises, the balcony or its safety features; (f) do not go out on the balcony if you are under the influence of alcohol or drugs; (g) ensure that all balcony windows or doors are locked before you leave the premises.

8.6.2 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.

8.6.3 At all other times ensure door/s providing access to the balcony are locked.

8.7. Use of Pools & Spas

8.7.1. The pools/spas on properties of holiday lettings managed by us are all private and not public pools/spas. Access to pools/spas is strictly limited to guests and by office staff approved visitors staying during the booked period and as agreed to on our Guest Registration Form.

8.7.2. Pool/Spa hours are strictly from 08:00 to 22:00

8.7.3. During pool/spa hours all noise is to be kept to a minimum at all times. It is not allowed to bounce any balls against the walls, ceilings or glass in pool/spa areas.

8.7.4. Before and after the use of the pool/spa you are required to take a shower.

8.7.5. As no Lifeguard is on duty, access to the pool/spa area has to be kept locked at all times and is only to be unlocked by a person 18 years or older.

8.7.6. Parents and guardians have to actively supervise their children at all times in the pool/spa area. For 0 to 5-year-olds and non-swimmers, a person 18 years or older needs to be within arms' reach of the child. Children 6 to 11 years are not allowed to access the pool/spa area unless under active supervision of a person 18 years or older. For 12 to 17-year-olds it is recommended that parents/guardians regularly check on their child by physically going to where they are around the water.

8.7.7. The following is not permitted in the pool/spa area: pets, glass or breakable containers, running or horseplay.

8.7.8. Due to health and safety concerns, the following is not permitted in the pool/spa: use of pool/spa on one's own, diving into the pool/spa, submerging the head, swallowing pool/spa water, food or drinks, pool/spa dye.

8.7.9. The maximum spa capacity is to be kept within the advised bathing load on the spa/in the spa user manual, the maximum spa water temperature permitted is 37 Degree Celsius and the maxi mum use of the spa is 15 min at a time. Pregnant women, small children, people with health problems, narcotics or other drugs that cause drowsiness should not use the spa without first contacting a doctor.

8.7.10. All pools/spas are regularly serviced by professional pool/spa technicians. During the service, the pools/spa will be cleaned, pool/spa water digitally tested and balanced and pool/spa equipment incl. timers checked. Guest and visitors are permitted to tamper with any of the pool/spa equipment or add additional chemicals into the pool/spa water. A regular serviced pool/spa does not include a leaf free pool/spa on arrival or during the booking period as tree debris and weather conditions cannot be controlled in general. Leaf rakes/scoops are provided for guests to collect waste easily from the pool floor and/or surface and no refund will be offered should this occur.

8.7.11. If you experience issues with the pool/spa, please submit the "Maintenance Request & Damage Report" form on our website.

8.7.12. Costs of emptying, cleaning and refilling the pool/spa due to not complying with these rules will be charged from your bond.

8.8. Lake/Jetty & Water Equipment

8.8.1. Access of a lake area/jetty and the use of kayaks and all associated equipment (the equipment) is subject to these terms and conditions.

8.8.2. The water quality is monitored by Gosford City Council. It is your responsibility to check on the Gosford City Council website if a lake is safe to swim. Swimming in lakes as well as all other water activities are at your own risk

8.8.3. Gates to access to lake areas/jetty have to be kept locked at all times and are only to be unlocked by a person 18 years or older.

8.8.4. Parents and guardians have to actively supervise their children at all times in lake areas behind gates. For 0 to 5-year-olds and non-swimmers, a person 18 years or older needs to be within arms' reach of the child. Children 6 to 13 years are not allowed to access the lake area behind the gate unless under active supervision of a person 18 years or older. For 14 to 17-year-olds it is recommended that parents regularly check on their child by physically going to where they are around the water.

8.8.5. Life jackets have to be worn at all times when using the equipment. Children 14 years or younger need to be actively supervised by a person 18 years or older when using the equipment. For 15- to 17-year-olds it is recommended that parents regularly check on their child by physically going to where they are when using the equipment.

8.8.6. You agree that you have inspected the equipment and consider it to be in good condition for your use.

8.8.7. You warrant that you understand how to safely use the equipment and will not avoid liability for damage on the grounds of not being familiar with operational and safety procedures.

8.8.8. You agree to repair or replace, or pay for repair or replacement of any loss or damage occurring to any kayak or equipment used during your stay and whilst the equipment remains in your possession or control. Damage or loss does not include reasonable wear and tear.

8.8.9. You use kayaks and all equipment at your own risk. You release the owners and the agency from all actions or demands due to any loss, damage, injury or deal occurring as a result of or in association with your use.

8.8.11. You acknowledge that the owners and agency do not hold public indemnity insurance applicable to your use of the equipment.

8.8.12. You agree to indemnify the owners and agency against all actions or demands due to the use the equipment.

8.8.13. You agree to let the owners and/or agency know of any intended use of the equipment that may be considered to be outside of the standard use of the equipment.

8.8.14. You agree not to re-lend or re-hire any equipment without the express written permission of the owners and/or the agency.

8.8.15. You agree to return all equipment in the same condition it was received by you, on or before the end of your period of stay. You agree to call the owners and/or agency to advise if you will have any trouble returning equipment before the end of your stay.

8.9. Limited Liability

To the maximum extent permitted by law, in no case shall the agency, the owner nor its affiliates, officers, directors, employees, agents or property owners be liable for any indirect, incidental, consequential, special or exemplary damages or for any damages for death, personal or bodily injury, emotional distress or damage to property, arising out of or in connection with your stay. This limitation applies to all claims for damages including negligence even if the agency or the owner has been advised of the possibility of such.

8.10. Indemnity

The agency and/or the property owner or host do not accept liability for any loss, before, during or after a booking relating to events out of our control such as delays whilst the guest is travelling to the property, flight delays, weather events during the stay etc and no refund will be offered under these circumstances, you will agree to accept this as final resolution.

8.11. Code of Conduct/Bad Books Register/Traveller Feedback

By making this booking you hereby agree that if you or any occupant covered by this booking breaches our terms and conditions or any of the terms in the NSW Fair Trading Code of Conduct, your name, phone number, home address and email address, as well as those of any guest staying with you along with details of the breaches may be registered with any industry exclusion register and on the NSW Fair Trading code of conduct registers and shared with other members of the short term rental industry. Traveller feedback may also be entered onto the applicable online portals. We reserve the right to refuse or cancel a booking where a guest is registered on these sites or has received negative feedback from other booking sites or travel agents.

8.12. Security/Noise/Occupancy Monitoring Devices

Our properties have external security cameras which record 24/7 and in/outside

noise & occupancy devices measuring sound 24/7. The Guest acknowledges the use of these devices and that occupants will not damage/tamper with these. Tampering with security/noise/occupancy monitoring devices may result in loss of rent and bond.

8.13. Privacy & General Law

We will not share your personal information with any third party, unless we are ordered by State or Federal Authorities to do so or it is required to complete your booking, provide services to you or settle your account . All personal information supplied will be destroyed post completion of tenancy and refund of deposit and/or as per record-keeping requirements NSW Code of Conduct for Short Term Rental Industry. You acknowledge that the agency carries on business within New South Wales and this Agreement shall be governed by the law of New South Wales.

Any notice or communication must be in writing and delivered to our office during business hours Monday to Friday from 09:00 to 17:00, Saturday, Sunday and Public Holidays 10:00 to 12:00. All communication from our office is solely with the primary guest who has made the booking whereas the contact phone number and email provided as "contactable during the stay" will be used to communicate.

