

## **TERMS AND CONDITIONS**

**Please read carefully and refer to our property management staff for further information – the terms & conditions of the holiday rental as agreed by both parties are as follows. Variation to same by the tenant may permit the agent to refuse keys, amend charge or immediately terminate the occupancy.**

**Covid 19 Update - Hallmark Real Estate Advisors continues to monitor Australian Government Department of Health recommendations in relation to Coronavirus (Covid 19) and is responding accordingly.**

**Should you be unable to leave your place of residence that is nominated at time of booking due to Government Mandated travel restrictions due to a Covid 19 outbreak, proof of address will be required (ie current drivers licence) to cancel your booking and you will be refunded your cost of accommodation paid. In the event that a Government Mandated travel restriction impacts our local area ie the property address that you have booked and we are then unable to provide our service, you will be able to move dates or cancel your booking and be refunded your cost of accommodation paid. Hallmark Real Estate Advisors abides by the [Code Of Conduct](#) for Short Term Holiday Rental accommodation NSW.**

1. All rents are to be paid in full 30 days prior to the booking arrival date. **A \$50 booking fee applies to all holiday rental bookings and is non-refundable in the event of a cancellation.** All Summer Peak Season rentals are to be paid in full 60 days prior to the booking arrival date. Credit Card fees will apply and are non-refundable in the event of a cancellation.
2. The number of occupants must not exceed the number discussed with the agent at the time of the booking.
3. The property is rented to you for holiday purposes only, for the period stated on the receipt.
4. Occupancy is given at 1pm (2pm during Summer Peak Season) on date of arrival. Premises must be vacated 10am (9:30am during Summer Peak Season) on day of departure. Variation to times must be approved by our property manager, failure to do so may result in an extra days rent being charged.
5. Any cancellation prior to 60 days arrival will incur an administration fee of 12% of the total rent. Should the booking be cancelled within 60 days, the full monies paid will be retained and all efforts will be made to re-book the property at the same tariff, if so monies will be returned less 12% of the total rent. All changes and cancellations must be given in writing.
- 5a. No provision can or will be made for re-allocation other than on the basis that the deposit paid be forfeited and full rental on new premises is paid prior to occupancy.
6. **Summer Peak Season** During the Summer Peak Season any reduction in booking dates within 60 days prior to arrival, will be viewed as a cancellation. A 50% cancellation fee of the total weekly rent due will apply in this instance.
7. Pets are only permitted at properties where prior approval has been given.
8. The booking will be made in good faith by us as the agent. However, we cannot be held responsible for actions by an owner, as in changes to a property or cancellation of a property prior to occupancy. But every reasonable endeavour will be made to offer alternative accommodation should this arise.
9. With regards telephone & postal enquiry our descriptions also made in good faith. No responsibility for misinterpretation can be accepted.
10. As the tenant you are responsible for damages, breakages & loss incurred during the term of your occupancy.
11. All properties are fully equipped excepting linen, sheets, towels, pillowcases etc.
12. In the event of the property being offered for sale, inspections with prospective purchasers may be necessary during reasonable hours by appointment.
13. Tenants are responsible for the safekeeping & replacement of accommodation keys. Duplicate keys are not always available. Tenants requiring a key from the agent or his representative after office hours will be charged a service fee of \$50.00. Also if the owners' request you may incur a locksmith charge for replacement of locks.
14. **EXTRA CHARGES, CLEANING/DAMAGES & OTHER CHARGES** As you are not charged a cleaning fee, you are required to leave the premises neat & tidy. In the event that the property has been either damaged, whether such damage is wilful or not, or left in an excessively dirty or untidy state in the sole and absolute discretion of the agent or its employees the agent may without reference enter a debit on the credit card provided by the guest and the guest hereby authorises the agent to do so. **Extra charges for:** Damage, breakages, extra cleaning, missing/stolen inventory, lost keys & rubbish removal (all rubbish to be taken to external bins provided, excess rubbish must be removed from the property). Please ensure the dishwasher and fridge are emptied, benches wiped & floors vacuumed and furniture returned to its original position.
15. **LOST PROPERTY** No responsibility is taken for guest's personal property left on the premises. Items found in the properties will be kept for 7 days, if you require items to be mailed to you, they will be mailed at your expense and a \$50.00 service charge will be charged for an agent going to the property to locate the item.