

## Terms & Conditions

Access to the property cannot be granted until we have received full payment and the Guest Form completed and signed.

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.

The NSW Code of Conduct for the Short-Term Rental Accommodation Industry (the “Code”) applies to accommodation bookings at the Properties. The Code sets out the rights and obligations of people who participate in short term rental accommodation including Hallmark Real Estate Advisors and the Guests. By making a booking at one of the Properties, you agree to fully comply with your obligations under the Code and to do all things reasonably necessary to assist Hallmark Real Estate Advisors and/or the owners of the Properties to comply with their obligations under the Code. A copy of the Code can be found by clicking [Code of Conduct](#) or visiting the Office of Fair Trading NSW’s website and searching for the Code or contacting the Office of Fair Trading NSW directly and requesting a copy of the Code. If you believe that the Property the subject of your booking is in breach of the Code or that Hallmark Real Estate Advisors or the owner of the Property has breached their obligations under the Code, you may lodge a complaint with the Office of Fair Trading NSW detailing the alleged breach.

### Booking, Payment & Cancellation Information

1. The number of occupants must not exceed the number discussed with the agent at the time of the booking. No additional mattresses, tents, or caravans or more cars than the property accommodates are allowed. If a property is reported to be overcrowded the tenants will be asked to vacate with no refund made.
2. The property is rented to you for holiday purposes only, for the period stated on the receipt.
3. 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.
4. With regards to telephone & email enquiry our descriptions are made in good faith. No responsibility for misinterpretation can be accepted.
5. 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 Hallmark Real Estate Advisors from the police, local council, neighbours, or neighbourhood.
6. A 50% deposit is payable within 5 days of the booking with all rents 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.
7. 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.
8. 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.
9. 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.
10. In the event of a forced cancellation due to blanket government restrictions on travel, guests will be offered a postponement of their booking. Prices are seasonal and subject to inflation and change, therefore an additional payment may be required to secure the same property for future dates. A credit voucher to the value of the original booking will be issued. This will be valid for 12 months from the issue date. The original deposit will be held in trust and credited to the new booking. There are no refunds in these circumstances unless genuine hardship can be proven. Normal cancellation terms apply if you or any of your guests need to cancel or shorten your stay because of a positive COVID test, being a close contact or being forced to self isolate for any reason.

**Guests are strongly encouraged to take out travel insurance to cover extra-ordinary events.**

## Check in Times & Key Collection

11. 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.

12. We have a key collection & drop off box located at our office for out of office hours arrivals & departures.

## Pets

13. Pets are welcomed in specific Properties only. Owners that do not want pets in their Property, or where strata and community title by-laws ban pets, may result in the termination of your stay without compensation if you arrive with a Pet and do not remove it from the Property. Any additional cleaning costs will be charged or deducted from the security deposit.

## General Information

14. As the tenant you are responsible for damages, breakages & loss incurred during the term of your occupancy.

15. In the event of the property being offered for sale, inspections with prospective purchasers may be necessary during reasonable hours by appointment.

16. Tenants are responsible for the safekeeping & replacement of accommodation keys. Duplicate keys are not always available. Tenants requiring a key from the agent or their 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.

17. All our properties are fully non-smoking properties.

18. The Properties are cleaned regularly, however, wildlife is common in coastal areas. Hallmark Real Estate Advisors and/or the owners of the Properties do not accept liability nor will any compensation be offered for unfortunate visits of any wildlife including, but not limited to, rodents, insects, cockroaches, kangaroos, magpies, snakes, etc.

19. If you have booked through a third-party website the terms and conditions prescribed on that booking channel will override the conditions set out above.

## Cleaning & Linen

20. All properties are fully equipped excepting linen, sheets, towels, pillowcases etc, if you wish to hire linen please contact Hallmark Real Estate Advisors for details.

21. As you are not charged a cleaning fee, you are required to leave the premises neat & tidy. If 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.

22. 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.

## Repairs & Callouts

23. All repairs will be affected as soon as practicable. On Public Holidays, weekends and after hours this may at times prove difficult. Hallmark Real Estate Advisors will attempt to minimise inconvenience caused but cannot issue partial refunds or give discounts. In the event of a major problem rendering the property uninhabitable, we will make every effort to find alternative suitable accommodation for guests.

24. Should the host, 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 phone, the guest will be responsible for payment of the invoice for the tradesperson and the call out fee of \$110.00 at the time of the callout.

## TV Reception & Internet Connection

25. TV reception in parts of our area can be unreliable in times of high wind or storm. Depending on the location of the Property there may be low signal strength. The Guest will not hold Hallmark Real Estate Advisors or the Property owner liable for any disruption to TV reception. Where a property has WIFI any internet connection during your stay is not guaranteed and may be disrupted or unavailable.

## Disclaimer

Hallmark Real Estate Advisors has endeavoured to maintain the accuracy of the content supplied, however from time to time aspects may be out of date. Certain information is provided by property owners and Strata Managers and for that we accept no responsibility for its accuracy. Hallmark Real Estate Advisors and its representatives make no warranty express or implied including, but not limited to, the warranties or merchant-ability, specifically disclaims any other warranties, guarantees or promises, whether or not stated in full in this document.