

# The Deck At Fairlight Short Term Rental Agreement

This Short Term Rental Agreement (the Agreement) is made by and between Angus & Mary Bishop (Owners) the Guest as of the date the Guest pays the Booking Amount. Payment of the Booking Amount is acceptance by the Guest of the terms set out in this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows.

## DEFINITIONS

- The Deck At Fairlight Web Site means the website for the Property used for direct Bookings by the Owners being <https://www.beachstonehouse.com/the-deck-at-fairlight.html>. This web site address may be changed by the Owners without notice.
- Booking Amount means the agreed rental, cleaning, Security Bond and other fees and charges included in the Invoice.
- Booking means the period starting at Check In Time on the 1<sup>st</sup> day that Property is booked for use by the Guest and ends at Check Out time on the last day the Property is booked for use by the Guest and also refers to the request for the use of the Property on these dates and the subsequent approval from the Owners as evidenced by an email approval and/or the payment of the Deposit.
- Deposit means an amount equal to 25% of the Booking Amount.
- Event means a function organised to be held on the Property that is attended by more than the maximum number of people allowed to stay at the Property (currently 10). Examples of events include, but is not limited to, weddings, birthdays and anniversary parties.
- Final Payment means an amount equal to 75% of the Booking Amount.
- Guest means the person who has entered into this contract with the Owners by payment of the Deposit. At the time the Deposit is paid, the Guest must be 18+ years old.
- Invoice means the request for payment sent to the Guest by the Owner seeking payment for the Booking Amount(s).
- Owners or Owner means Angus and Mary Bishop of 33 Lauderdale Avenue, Fairlight, NSW, 2094.
- Property means The Deck At Fairlight, 33 Lauderdale Avenue, Fairlight, NSW, 2094 and all its fixtures, fittings and equipment.
- Rental Party means the members of the party staying at the Property during the Booking period noting that the Rental Party must not exceed 10 people.
- Schoolies means high-school graduates who have week-long holidays following the end of their final exams in late November and early December.
- Security Bond means the amount paid by the Guest to the Owners and held as security.
- Terms and Conditions means the content of this Agreement.
- Third Party Booking Website means a web site or sites authorised by the Owner from time to time to accept bookings on their behalf for this Property.

1. **ACCEPTANCE & RESPONSIBILITY.** The Guest agrees to be bound by and accept the conditions set out in this Agreement in their entirety upon payment of a Deposit.
2. **APPLIANCES.** Only use appliances for their intended uses.
3. **BUCKS EVENTS.** Bucks events are not allowed at the property.
4. **CAMPING.** Camping is strictly prohibited on the Property. This includes tents, camper trailers, camper vans or similar.
5. **CANCELLATION OR VARIATION.** This section refers to a Booking made direct with the Owner or on a Third Party Booking

Website where the Third Party Booking Website does not define a specific policy regarding cancellation or variation. If the cancellation is received at least 30 days prior to the Booking period commencement date, 50% of the Booking Amount will be refunded to the Guest by the Owners to the bank account nominated by the Guest via electronic transfer within 7 days of the receipt of the cancellation. Cancellations received between 29 days prior to the Booking start date and the Booking start date will forfeit 100% of the Booking Amount. A variation of the Booking which reduces the number of nights stay will be treated as a cancellation of the Booking. A variation of the Booking which moves the Booking start and end date to a new and available period will be treated as a cancellation of the Booking. If the Owners are able to re-let the Property for the period cancelled, a further refund may be made less commissions and expenses. The Owners reserve the right to amend, cancel or vary the Booking via email to the Guest. In this case, the Owner will be refunded 100% of all monies paid to date by the Guest. The Owners will transfer the refund to the Guest within 7 days of the date the Owner advises the Guest of the amendment, cancellation or variation.

6. **CHECK IN/ OUT.** Check-in time is not before 2:00pm on the first day of the Booking and check out time is not later than 10:00am on final day of the Booking.
7. **CHILDREN.** Children must be under adult supervision at all times.
8. **EVENTS.** Events require prior written approval at the time of Booking with the Owners and special conditions may apply that are in addition to those specified in this Agreement. The entirety of this Agreement applies to all Events held at the Property. The number of people who the Guest is able to allow onto the Property as attendees to any Event must be agreed to in writing at the time the Booking is agreed with the Owners and must not exceed 120 people including the maximum of 10 people staying overnight at the Property. The Guest is entirely responsible for ensuring that all Event invitees abide by the conditions set out in this Agreement. The Guest is required to provide the Owners, at the time the Booking is entered into, the particulars of all arrangements including, but not limited to, starting and finishing times in connection with the Event, catering arrangements, marquee or tents to be erected and decorations. The Guest must ensure that nothing is nailed, screwed or adhered in any way to any wall, door or other part of the buildings, plants or trees unless prior permission is granted by the Owners. The Guest is responsible for any fees that may apply in relation to suppliers and ensuring that suppliers adhere to the conditions in this Agreement. The Guest must ensure that the Property is not damaged in any way by suppliers or themselves as a result of holding the Event.
9. **FIRES.** Fires are not permitted anywhere on the Property with the exception of the wood burning stove in the main house.
10. **GUEST ACCESS.** Only the Rental Party and the Guest are permitted to access or stay overnight at the Property.
11. **HOUSEKEEPING.** There is no daily housekeeping service. While linens and bath towels are included in the Booking, daily maid service is not included.
12. **HUNTING.** Hunting, and hunting weapons of any kind, are not permitted on the Property.
13. **INDEMNITY.** The Guest indemnifies the Owner against any liability which may attach to the Owner as a result of damage, injury or loss being personal or proprietary suffered by any person where such damage, injury or loss has been contributed to or caused by any act or occasion of the Owner, Guest or members of the Rental Party or, in the case of an Event, any visitors or attendees.
14. **LIABILITY AND LOSS.** By signing and accepting this Agreement, the Guest and all members of the Rental Party are expressly assuming the risk of any harm arising from their use of the Property or others whom they invite to use the Property.
15. **MOTORBIKES.** Motorbikes, scooters or quad bikes of any kind are not permitted on any part of the Property.
- NATIVE ANIMALS AND FAUNA.** Native animals must not be

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fed, chased or disturbed in any way. Fauna is not to be damaged, cut, sawed or in way damaged, removed, burned or destroyed. Guests and members of the Rental Party must use their own firewood purchased prior to arrival at the Property.

16. **NOISE.** Disturbance to our neighbours, including excessive noise, is prohibited. The Guest must ensure compliance with the prevailing Local Government Area and State Government noise restrictions applicable at the time of Booking.
17. **OTHER RESPONSIBILITIES OF THE GUEST AND RENTAL PARTY.** The Guest and all members of the Rental Party are responsible for all damage, breakages, theft and loss during the Booking. The Guest must notify the Owners immediately if any of these events occur. The Owners reserve the right to recover from the Guest any costs associated with repairs or replacement incurred during the Booking by the Guest or the Rental Party. This right to recover is not limited by the amount of the Security Bond.
18. **OWNER ACCESS.** The Guest shall allow the Owner, or their nominated agents or subcontractors, reasonable access to the property for purposes of repair and inspection during the period of the Booking.
19. **OWNER LIABILITY.** The Owner are not liable or responsible for any financial or non-financial loss incurred as a result of injuries, illness or accidents that may occur whilst staying at the Property. The Owners are not liable or responsible for any acts of God that may limit some or all access and use of the Property during the Booking period including but not limited to water shortages or unavailability, electrical service faults, septic tank/system faults, fire or flood. If the Property is unavailable to the Guest or Rental Party for reasons not related to actions or omissions on the part of the Guest or the Rental Party, the Owners may, at their discretion, refund amounts up to the value of the nights that the Property is not habitable. The Owners are not liable for any direct or consequential loss incurred including, but not limited to, suppliers, other costs, direct or indirect, damages, expenses, emotional stress or harm that the Guest or Rental Party may suffer or incur. The Owners waive all responsibility for the theft, damage or loss of any goods brought onto the Property.
20. **PARKING.** Parking is only permitted on the street.
21. **PAYMENT.** This section refers to payments made by Guests to the Owner where the Booking is made direct to the Owner or on a Third Party Booking Website that does not allow Guests to pay direct via the Third Party Booking Website. The Booking Amount is invoice(d) to the Guest via email within 7 days of the date the Owner confirms to the Guest that the Booking has been accepted (also via email) and is payable within 7 days of the issuing date. If the start of the Booking is 60 days or less away from the date the invoice is raised, the entire Booking Amount is payable by the Guest on receipt of the invoice. For any Booking made more than 60 days before the start of the Booking start date, the Booking Amount will be requested by Invoice in two parts: Deposit, being 25% of the total Booking Amount, is invoice(d) to the Guest via email within 7 days of the date the Owner confirms to the Guest that the booking has been accepted (also via email) and is payable within 7 days of the issuing date. Final Payment, being 75% of the total Booking Amount, is Invoice(d) to the Guest via email within 67 days prior to the start of the Booking start date and is payable within 7 days of the issuing date. Failure by the Guest to pay the Booking Amount by the due date stated on the Invoice will result in the cancellation of the booking without notice or liability to the Guest
22. **PETS.** Prior written permission must be obtained by the Guest from the Owners confirm that a pets is able to stay at the Property during the Booking period. The Guest is responsible for ensuring that all pets are controlled at all times and do not breach noise restrictions. In addition, the Guest is responsible for cleaning up any/all pet refuse. Pets must not enter the house at any time. The Guest is responsible for ensuring that the pets do not cause any disturbance to any native animals.
23. **PROBLEMS OR COMPLAINTS.** In the case of any problem or complaint, the Guest must inform the Owners at the earliest opportunity so they have the chance to rectify the situation as quickly and efficiently as possible. Any complaint, which cannot be resolved locally, must be notified in writing to Owners prior to departure from the Property. Failure to follow this procedure this may hinder the ability of the Owners to rectify the problem.
24. **RUBBISH.** All rubbish must removed from the Property on departure and placed in bins provided. During the stay, guests must ensure that rubbish is placed in the bins provided and placed on the curb in accordance with the timetable provided.
25. **SCHOOLIES.** Schoolies events are not allowed at the property.
26. **SECURITY BOND.** A Security Bond is required for all Bookings and is payable as part of the Booking Amount. The Owners agree to transfer to the bank account nominated by the Guest via electronic transfer within 7 days of the end of the Booking period 100% of the Security Bond less any deductions as described below. At the conclusion of the Booking period, the Owner will inspect the Property and deduct from the Security Bond, at the Owners complete discretion, amounts relating to any damage, loss or expense incurred by the Owners.
27. **SMOKING.** Smoking is only allowed on the decks or in the garden. Ashtrays must be used ensuring that all cigarettes are carefully extinguished and butts are placed in rubbish bins.
28. **TERMINATION.** The Owners reserve the right to terminate this Agreement without notice to the Guest or Rental Party if any of the conditions in this Agreement are breached in whole or in part.
29. **USE.** Unless the Owners have provided prior written permission, the Property is to be used for the sole purpose of providing holiday accommodation to the Guest and members of the Rental Party to the exclusion of all other uses.
30. **VISITORS.** Unless the Owners have provided written prior approval, under no circumstances is anyone permitted to visit or stay overnight at the Property other than the Guest and members of the Rental Party.