

109 Ocean Beach Road, Sorrento 3943
Phone : 5984 4388 Fax : 5984 4487

HOLIDAY TENANCY CONDITIONS

1. **Bookings** : A booking fee of \$25 will be payable upon making on all bookings.
2. **Deposit** : When submitting the completed and signed Holiday Tenancy Conditions form to the agent it must be accompanied by 50% of the total rental payable for the period of letting. The booking will not be confirmed until these monies have been received by the letting agent and the landlord has approved the letting.
3. **Payments** : Payments can be made either by cheque, money order or credit card. Please note there is a 2.2 % charge for all credit card payments.
4. **Balance of Monies** : Balance of all rental and bond monies are due and payable in full within seven (7) days of holiday rental check-in date. **For all December/January bookings, final payments must be made no later than thirty (30) days prior to holiday rental check-in date.**
5. **Security Bond** : The bond must be paid with the balance of rent as we are required by law to hold all security bonds for holiday rentals in our Trust Account. All security bonds will be returned to the occupant in the form of a Trust Account direct payment and refunded within 14 days of departure subject to a satisfactory inspection of the tenanted property after you have vacated. Funds will be deducted from the security bond if we need to make a claim which may include, but is not limited to, the following: excess cleaning fees, damages or breakages, excess garbage removal, late check-out, loss of keys, property left un-secured.
6. **Cancellations** : In all cases as to cancellations and to any part of a booking, the monies paid less cancellation fee are only refundable upon replacement booking being effected to full value of cancelled booking. In all cases of cancellation, irrespective of re-booking or otherwise, a cancellation fee of \$100.00 inclusive GST will be charged. To change a booking to another venue, or change booking dates, if monies have been paid/received for the original booking, an administration fee of \$50.00 will be charged and payable at the time of changing the booking.
7. **Arrivals and Departure Times** : Check-in is from 2.00pm on day of arrival, after which you may collect keys from JP Dixon Real Estate Portsea Sorrento office at 109 Ocean Beach Road Sorrento, (Mel Ref: 157A8) from 9.00am – 5.00pm Monday to Saturday and 10.00am – 4.00pm Sunday. Keys must be collected during office hours, unless prior alternative arrangements made. If keys are not picked up within office hours a late pickup fee of \$20 will be charged. The premises must be vacated by 10.00am sharp on the date of departure. All keys are to be returned to JP Dixon Real Estate Portsea Sorrento office immediately after vacating the premises.
8. **Security** : Keys must not be left at the property. The property must be securely locked, windows closed and all lights, heaters, fans etc. turned off upon departure. If property is alarmed, you are required to re-activate upon departure.
9. **Number of Persons** : The property rented is to accommodate only the number of persons specified for the period stated and the person's name that the booking is in, is solely responsible. If you are found to have more persons on premises than specified you will lose your security deposit and be asked to vacate the premises immediately.
10. **Inspection** : The owner or the agent can make an inspection of the premises anytime upon demand. All prospective tenants should personally inspect the property prior to booking as no responsibility for "sight unseen" bookings is held if the property does not meet the tenant's expectations or suitability.
11. **No Pets** : No animals/pets are allowed on or inside the premises at any time.
12. **No Phones** : Please note phone access is not provided at most properties. Tenants should make arrangements to have mobile phones available for their use during their stay. Please note the Peninsula mobile coverage can be variable from Portsea to Rye.
13. **Personal Property** : The agent or owner of the premises will take no responsibility for tenant's personal property left or damaged at the property.

14. **Breakages and Damages** : The tenant is held responsible for all damages, breakages and loss incurred during the term of your occupancy. These are to be reported, replaced and paid for in full, including lost keys. If all keys are not returned, locks will be changed and charges for same deducted from the Bond.

15. **JP Dixon Real Estate Portsea Sorrento as Agents Accept Bookings in Good Faith** : We cannot be held responsible for actions taken by owners of the premises that are beyond our control, including :

- a) the property is sold
- b) the property is altered in any way
- c) the property is withdrawn from letting
- d) in any of the above or other circumstances, every reasonable endeavour will be made to find alternative accommodation

16. **Cleaning** : the tenant must leave the property in a clean and tidy state including placing of all rubbish in bins provided. Charges will apply for the removal of any excess garbage. Garbage collection days are specified on the "Arrival & Departure" checklist. If the property is not found to be satisfactory upon vacating cleaning costs will be charged to the tenant. Should you require assistance in this matter, please make arrangements with our office. If BBQ is provided, a cleaning fee of \$50.00 including GST will apply if not left in a clean state.

17. **Septic Tanks** : Most houses in this area have septic tanks and therefore you must not flush any foreign objects into the system.

18. **Linen** : All properties are let **without linen** (sheets, pillow slips, bath towels and tea towels) unless otherwise stated. Pillows, doonas/blankets are provided. If you require linen to be hired, please contact our office to make arrangements no less than 48 hours prior to your arrival.

19. **Smoking** : No smoking is permitted inside premises at any time. If the property is found to have smoke odours which require extra time in airing and deodorising, this cost will be deducted from your Bond.

20. **Vacant Possession & General Conduct** : The tenant must vacate the premises at the end of the period of letting or earlier upon demand by the owner or the agent. Tenant and their guests must comply with all by-Laws that apply to the property and shall not be guilty of conduct resulting in being a nuisance to adjoining or neighbouring premises including loud music or large gatherings. Only one warning following a noise complaint will be given. Any further complaints will result in immediate vacation of the premises with no refund.

21. **Indemnity** : The tenant will indemnify the landlord against all liability, which might otherwise attach to the landlord as a result of injury, damage or loss (personal or proprietary suffered by any person, where such injury, damage or loss has been caused by or contributed to by any act or omission of the tenant or his agents or invites). These conditions are an agreement between the parties. Any infringement permits the owner or the agent to refuse a key, amend the rental or immediately terminate the tenancy.

Please complete and return the section below to our office with your deposit and retain a copy of the Terms and Conditions for your records.

✂.....
I/We confirm that I/We have read and accept the above Holiday Tenancy Conditions

Property Address :

Date of Tenancy : From (check-in) : **To (check-out)** :

Name of Tenant :

No of persons occupying property : (Adults) **(Children)**

Signature : **Date** :