

HOLIDAY ACCOMMODATION BOOKING CONDITIONS

OZ Property HQ a division of AVMT Pty Ltd

Please take a few moments to read the following conditions of rental.

1) Tariffs

- a) A deposit of at least 50% of the total cost of your booking including a non-refundable \$150 (incl. GST) booking fee is required to reserve your booking. Failing to pay a deposit within 7 days will result in the booking being automatically cancelled.
- b) Full payment of booking is required before occupancy – payments can be paid by Direct Deposit or Credit Card by prior arrangement.
- c) With high demand in peak periods, balances of payments are required to be paid at least 14 days prior to check-in date.
- d) If for any reason your payments are not received by the due dates, AVMT Pty Ltd, trading as Oz Property HQ reserves the right to cancel your bookings and apply appropriate cancellation charges (see clause 4 cancellations conditions).
- e) Keys will not be given prior to full payment being received in the nominated bank account, or credit card payment acceptance.
- f) Tariffs quoted are correct at time of printing and are subject to change without notice.
- g) In the case of refurbishment of holiday properties, rental rates may be subject to increase without notice. Should this occur you will be notified and given the opportunity to pay the difference in tariff or receive a full refund of your deposit. We will offer you alternative accommodation if possible. In the case Guests choose to relocate to an alternative property, if the new property is of greater value than the original property booked, the extra cost will be at the guest's expense.

2) Security Deposits

- a) Credit Card details will be utilized as a security bond.
- b) All credit card details will be destroyed after final inspection of the property, if no claims are to be made.
- c) OZ Property HQ reserves the right to make claims on the security bond if the terms & conditions are not met, resulting in loss, extra cleaning, damage, expense of inconvenience.
- d) Guests will be notified on claims being made prior to any payments being debited.
- e) A guest registration form is required to be completed by the guest for all bookings. The registration form requests details of your name, address, driver's licence number as well as credit card details. If credit card details cannot be supplied a \$650.00 or 10% of the booking (whichever is greater) cash security deposit is required. Cash security deposits will be returned to guests via direct deposit within 14 days of vacating, subject to satisfactory property inspection. An increased security deposit may be incurred at our discretion and guests will be notified of any increased security deposit at the time of booking reservations.

3) Guest Responsibilities

- a) Guests may only park vehicles in the designated areas.
- b) The property must not be used for unlawful purposes.
- c) Guests must comply with the by-laws, rules and regulations of the Body Corporate property (if applicable) and any reasonable direction of the operator. The booking will be terminated if any guests fail to comply after receiving a warning.
- d) All guests must conduct themselves in a proper manner so as not to cause a nuisance, including excess noise, interference with the use or enjoyment of the property for other occupiers or neighbouring properties. Unruly, loud or offensive behaviour will not be tolerated. If complaints are received this may result in the termination of the booking and loss of unused balance of accommodation.
- e) Parties and Functions are strictly prohibited unless the property is designated 'Functions Accepted' and notification by the guest is verified. Immediate termination of the booking without refund may result and a charge of \$5,000 will be incurred, should any type of function be held in the property.
- f) It is the guest's responsibility to maintain the cleanliness of the property during the lease period.
- g) Smoking inside all properties is strictly prohibited. Guests must discard cigarette butts into the external rubbish bins. Cigarette butts discarded into garden beds may incur an additional charge for cleaning.

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- h) Children must not jump on beds. Damage resulting from children jumping on beds will be at the cost of the guest.
 - i) Departing guests must leave the property clean & tidy. This includes emptying the rubbish bins, washing and drying all dishes, emptying the dishwasher, emptying and cleaning the refrigerator, oven/griller & microwave, cleaning of the BBQ, turning off all lights, cooling/heating and other appliances.
 - j) The cost of a standard clean is included in the tariff charged. Oz Property HQ reserves the right to recover any costs above the standard clean from guests at or following a departure.
 - k) Council rubbish bin collection occurs weekly for general waste (green bins) & fortnightly for recycling (yellow bins) on Friday mornings, you will be notified of trash collection day upon check-in. Please place bins on the kerb the evening before, facing out for collection. Additional services can be arranged through our staff at cost. Fee will be charged to remove excess rubbish.
 - l) No liability is accepted for any injury, debt, damage, loss, delay, expense or inconvenience caused directly or indirectly by events beyond the agent or owners controls. No responsibility is taken for guest's property left on or near the premises. It is recommended that guests take out personal property insurance or adequate travel insurance should any unexpected situations arise before or during your travel period.
 - m) All guests are responsible for keeping the property secure during their stay and are responsible for theft or damage due to neglecting to secure and care for the property.
 - n) Damage to the property and its contents by guests or their visitors, other than fair wear and tear, must be reported to OZ Property HQ as soon as possible.
 - o) Furniture is not to be moved around. Items are not to be moved from room to room or property to property. A fee will be charged for returning items to their original location.
 - p) Should any native animals (frogs, snakes, possums etc) cause concern in the property, please notify our holiday rental staff.
 - q) If keys are/or remotes are lost, a fee of \$150 incl. GST will apply for lost keys, with an additional minimum charge of \$100 plus GST for garage/alarm remotes (if applicable).
 - r) Should a guest lock themselves out of the property a \$150 incl. GST call out fee may apply.
 - s) No more than the registered numbers of guests are to occupy the premise, as each holiday property is equipped for a specific number of guests. It is against Qld Dept of Health regulations for more persons to occupy a property than there are beds to accommodate them. No extra mattresses are to be brought into the property. If the property is reported to be overloaded, the booking will be terminated and guests will be asked to vacate with no refund made.
 - t) Strictly no tents or caravans are permitted on the property
 - u) Areas designated as private by owners are strictly out of bounds.
 - v) A guest information folder is provided in each property for your convenience. It contains contact information for staff and tradespeople in the event of any serious emergency outside office hours, along with simple procedures which may enable you to remedy minor problems such as power outages. A description of the property and its inclusions is as accurate as possible. Without prior inspection, no guarantee can be given that property will satisfy guest's expectations.
- ### 4) Cancellations
- a) If a guest cancels a confirmed booking more than 1 month prior to check-in date, the tariff/deposit will be returned less a \$150 incl. GST administration fee if the property is re-let for the total period of the booking at least 14 days prior to the scheduled check-in date of the cancelled booking.
 - b) No refund is made on the unused portion of rent, if guests vacate the property prior to their departure date.
 - c) In the event if advanced bookings being cancelled by the owner and/or agent, a full refund will apply.

5) Arrival / Departure Times

- a) Arrival time is from 2pm on the day of arrival and departure time is strictly 11am on the date of departure. Extended stays may be permitted, if available and prior arrangements have been made. A fee may apply for late departures if no prior arrangements are made.
- b) On departure the keys must be returned to in accordance with the guest instructions. For after hour arrivals and departures keys will be available from a secure lock box either on the premises, or at a designated agent's office.

5) Linen

- a) All properties are fully self-contained. Unless previously advised or agreed the rental tariff INCLUDES LINEN (sheets, pillow cases, towels & tea towels) and cleaning.
- b) Additional cleaning services and linen hire can be arranged at a reasonable cost, including any special requirements (BBQ, cots, highchairs, etc.) at the time of booking.
- c) Linen must be used on all beds.

6) Pets

- a) Pets are permitted on the premise, but are strictly prohibited from the inside of the house.
- b) Upon departure of these properties all dog droppings must be removed from the premise and disposed of properly. If this does not occur a cleaning fee may be charged to the guest.
- c) If pets, which have been approved, are found inside the premise, the booking will be terminated and the guests will be asked to vacate with no refund made.
- d) If pets, which are unapproved, are found on the premises, the booking will be terminated and guests will be asked to vacate with no refund made.
- e) Any pest control required as a result of a pet inside and/or on the premise will be charged to the guest.

7) Faults/problems

- a) All holiday properties under the management of Oz Property HQ are privately owned and are rented on a fully self-contained basis. In the event of faults and/or malfunctions of appliances or inclusions, there is no obligation from the owner or Oz Property HQ to compensate or discount.
- b) Oz Property HQ will accept no responsibility for any inconvenience with machinery breakdown. The agent's best endeavours to repair, replace or hire an alternative will be undertaken.
- c) If a situation arises which we have no control over, Oz Property HQ reserves the right to move guests to alternative accommodation (subject to availability) at their discretion or at the direct instruction of the property owner. If this is the case, we will notify all guests as soon as possible and make every reasonable effort to make sure that they are satisfied with their new address.
- d) If a tradesperson needs to be sent out upon a guest's request to carry out a repair that was unnecessary, the cost of the callout will be at the guest's expense.
- e) Guests must inform our office immediately if the property is not clean otherwise they are deemed to have accepted the property in the condition of arrival. If a property is reported as unclean, Oz Property HQ reserves the right to have the property cleaned ASAP, if not within a reasonable time the guests shall have the option to relocate. If guests choose to relocate to an alternative property, if the new property is of greater value per week than the old property, the extra cost will be at the guest's expense.
- f) Left items – if requested we will endeavour to recover and return items inadvertently left in a holiday property, but we take no responsibility for the recovery or return of these items. Postage and packaging and the cost of sending out a staff member to search for the item will need to be paid by the guest in advance. Unclaimed items will be held for claiming for a maximum of 4 weeks and if not claimed will be disposed of.
- g) Oz Property HQ may inspect the property with 2 hours' notice at any time if there is any belief that there has been a breach of these conditions herein.
- h) If the occupancy ends or the lease is terminated, guests must immediately vacate the property. Oz Property HQ is authorised to do whatever is required to enforce the eviction of any guest and removal of guest's property.

8) Refunds & Disputes

- a) All goods and services are supplied and billed subject to the provision of a Tax Invoice or Remittance Advice and OzPropertyHQ warrants the delivery/supply of the invoiced goods and services in accordance with the advertised conditions and specifications.
- b) If you as the purchaser of any invoiced service or goods are not satisfied that you have received the goods or services in a condition, timeframe or quantum that meets the advertised specifications for those goods or services then OzPropertyHQ shall issue a full refund within 10 business days of receiving your written request for a refund.
- c) If OzPropertyHQ or its agents receive a request for refund but consider that the invoiced goods or services have been appropriately delivered/supplied then such dispute shall be reviewed by Oz Property HQ management within 10 business days of any refund request and if no satisfactory resolution can be reached within 30 days of the initial written request for refund then the matter shall be referred for arbitration via Australian Disputes Centre (ABN 87003042840). The initial cost of mediation or arbitration shall be shared in equal parts by OzPropertyHQ and you the purchaser until a conclusive determination is reached by the independent arbitrator/mediator, where such determination shall include an apportionment, reimbursement and/or disbursement of the costs of the mediation.

OZ Property HQ

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