



DOWN SOUTH HOLIDAYS

Booking Terms and Conditions

Thank you for choosing to stay at a Down South Holidays property in Western Australia (Down South Holidays Pty Ltd, ACN: 614907854, ABN: 40614907854; postal address: PO Box 1112, Dunsborough, WA 6281, Australia).

Once you have paid a deposit or paid for your holiday in full, you are agreeing to the following Terms and Conditions, including the Cancellation Policy.

Down South Holidays is authorised by the owner of the property to let the property to you, the guest. The guest is granted permission to occupy the property during the agreed period set out in the Check-In Letter.

The guest is not a tenant of the property and has not been granted exclusive possession of the property. The terms and conditions of the Rental Tenancy Act do not apply to short-stay holiday accommodation bookings with Down South Holidays.

BOOKING FEE and CREDIT CARD FEE

A \$66 booking fee applies to all bookings made direct with Down South Holidays. A credit card fee of 1.75% applies to all credit card transactions for bookings made direct with Down South Holidays via our Stripe payment gateway.

PAYMENT

A deposit of 50% of the total rent is required to secure the booking. The balance owing must be received in full at least 21 days prior to occupancy. If not, we reserve the right to cancel the booking and re-let the property. All payments must be received in Australian Dollars.

Payment is accepted by the following methods: Visa, MasterCard and direct bank transfer. Cheques are not accepted unless you have the prior written consent of Down South Holidays.



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REFUNDABLE BOND/SECURITY DEPOSIT

A refundable security bond will apply to each booking (varies from \$200 to \$1,000), and is payable with the final payment prior to your stay. This security bond, sometimes referred to as a deposit, will be held for the duration of your booking until the property is inspected after your departure. You authorise us to take funds from the security deposit to cover us or the owner for any costs or expenses, damages or other losses arising from the booking, including extra cleaning if required. Your bond will be refunded to you within seven days of departure via the method used to pay the bond. We cannot refund a bond to a different credit card.

SMOKING

Smoking is not permitted inside any property or on verandahs or decks.

PARTIES & FUNCTIONS

Parties, weddings and functions of any kind are strictly prohibited at Down South Holidays properties. We also do not allow Leavers and associated bookings and reserve the right to reject or revoke a booking from young adults or people under the age of 21 years.

The property is let to you for domestic occupation of no more than the number of people stipulated in the Check-In Letter. Use of the property as a venue of any kind or for commercial purposes is forbidden. Breach of this condition may result in immediate eviction. You may also forfeit your bond and we are also entitled to charge you extra fees for cleaning, garbage removal, property wear and tear, or repairs. These fees will be charged to you if the bond amount is exceeded.



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CANCELLATIONS and DATE CHANGES

If you would like to cancel or vary your booking dates, please contact us immediately. A cancellation or amendment will not take effect until we receive confirmation in writing from you.

Bookings cancelled by more than 60 days from arrival date are fully refundable (less any credit card fees).

For cancellations within 60 days of arrival, money paid will not be refunded unless the house is re-let at the same rate for the entire period originally booked (or part thereof at our discretion).

Furthermore, you are liable to make the full payment (ie. balance owing) if your booking is less than 28 days from arrival date.

In the event of cancellation, and with reasonable notice, Down South Holidays will strive to re-book the property to others. Should a refund be applicable, it will be made by the payment method used by the guest at time of booking (less any credit card fees).

A variation of the booking which reduces the number of nights' stay or rent value will be treated as a cancellation.

A \$150 administration fee will be charged for any booking cancellation. If you fail to turn up to a booking in full or part, you will not be entitled to a refund or postponement of your booking.

CHECK IN/CHECK OUT

Check-in time is 3pm or later (2pm for the apartments) on the arrival date specified in the Check-In Letter and check out time is no later than 10am on the departure date specified in the Check-In Letter. These times must be strictly adhered to. Late departure is subject to prior arrangement and availability and extra charges may apply.

The property must be secured with all windows and doors locked and the keys returned to the lock box each time the property is left temporarily unattended, and upon final departure.

If you overstay your departure time by more than two hours then we reserve the right to enter the property and remove your belongings. You will also be liable for an additional fee based on the daily property rental rate for the day (or part thereof) for any unauthorised overstaying.



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UNAVAILABILITY

Down South Holidays and the property owners will make every effort to ensure the property is available for your booking however the owner reserves the right to refuse or revoke a booking.

Also, the owner and Down South Holidays reserve the right to make alterations to bookings due to unforeseen circumstances (eg fire, flood etc).

Bookings are accepted by us in good faith as agents for the property owners but we cannot be held responsible for actions taken by the owner of the property, or other occurrences that are outside of our control such as:

- The property is sold
- The property is altered in any way
- The property is damaged in any way
- There are plumbing, wiring or pest invasion issues at the property
- There is construction work nearby
- Power outages and bushfires
- Pandemics
- The property is withdrawn from letting for any reason.

APPLIANCES and INVENTORY

We will not be held liable or responsible in any way if the property's appliances or inventory items malfunction. Down South Holidays will not be responsible for any damage to or loss of a your data or digital material from internet, mobile phone and TV outages during your stay.



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SAFETY and CONDUCT

You are responsible for your own safety and the safety of your guests during your stay at the property. This includes:

- Supervising children at all times when in a spa or pool
- No climbing of fences, roofs, external structures, balustrades, balconies and internal structures such as bunk beds, stair rails and bathroom fixtures (or jumping from these structures).
- No outdoor fires unless in a designated fire pit or pizza oven during permitted City of Busselton fire season (refer to City of Busselton website or Facebook page for accurate burning times and to avoid illegal fire activities).
- No removal of light globes or gas fittings without the approval of the property manager.
- Children must be supervised when in an unfenced property or near a body of water either on or near the property.

You must read any fire or health and safety guidance included in the House Rules at the accommodation, including adhering to COVID-19 check-in procedures.

If you become aware of anything during your stay which you believe is a health and safety risk, you must inform us immediately.

OTHER GUEST RESPONSIBILITIES

Guests must comply with all applicable Guest Guide rules and all instructions from management concerning occupancy, property, health, safety and the quiet enjoyment of the property and respect for its neighbours.

We ask that you and your visitors are considerate regarding noise. Disturbances to neighbours, including excessive noise and loud music between 10pm and 8am, is prohibited and may result in termination and eviction without refund and extra charges may be made for security and other expenses.

Only the number of guests nominated and agreed to in the booking may stay in the property overnight (refer to the Check-In Letter). If any other persons stay, you will be liable to pay a supplement of up to \$500 per



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OTHER GUEST RESPONSIBILITIES (Continued)

night in respect of each unauthorised guest and the rental may be terminated immediately. Setting up accommodation structures on the property, such as tents or caravans or campervans, is prohibited. If visitors are permitted to visit the property during the booking, guests must take full responsibility for their actions while they are at the property. If a visitor breaches these Booking Terms and Conditions, the guest will be held responsible.

Guests may not sub-let the property or use it as a venue for any commercial purpose during their booking.

Guests must respect and care for the property and its surrounds, including gardens and wildlife.

CLEANING and DEPARTURE INFORMATION

All your food must be removed from fridges, freezers and pantries and all rubbish and recycling placed in the appropriate bins (where provided). Guest must take away their overflow rubbish and disposed of appropriately or charges will apply if we need to do this for you. Bins must be put out in time for weekly rubbish collection (refer to the *Guest Guide*).

Dishwashers must be unloaded and all crockery and cutlery cleaned, dried and put away before departure. The property must be left in a clean and tidy condition or extra cleaning charges may be incurred. If you have used it, the BBQ must be left clean, free of debris and presentable for the next guests or a \$50 fee will be charged.

All furniture and furnishings must be left in the position they were in upon arrival.

The property must be vacated on time and secured. All windows and doors are to be locked.

All keys must be returned to the key safe/lock box. If keys are lost, guests will be responsible for all charges involved in obtaining new keys, a minimum of \$50. A call-out fee of \$75 will apply if a guest locks themselves out of a property.

Guests must not strip the linen from beds or remove doona covers on departure.



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DAMAGES or BREAKAGES

Please notify us of any damages, breakages or faulty appliances during your stay, even if you think it is fair wear and tear or not your fault. We will endeavour to rectify the issue as soon as possible and/or arrange for the cost of the damaged item to be deducted from your bond.

If you do not notify us of any such damage before your departure you may be liable for the full replacement cost of the item.

PROBLEMS or COMPLAINTS

In the case of a problem or complaint, Down South Holidays requests that guests inform us immediately so that we have the chance to rectify the situation as quickly and efficiently as possible before your departure. Down South Holidays will not be responsible for any such problem or complaint which has not been drawn to our attention at the earliest opportunity, and/or if we have not been informed about it until the end of the booking.

We accept no responsibility for any loss or damage caused by either whole or partial loss of power, or malfunctioning appliances, and no refunds will be given as a result of any appliance being either wholly or partly unusable for any portion of the booking, for whatever reason.

TRAVEL INSURANCE

It is recommend all guests purchase comprehensive travel insurance to cover their booking. Down South Holidays and the property owner accepts no responsibility for any injuries, illnesses, incidents or accidents that may occur to guests or visitors whilst staying at the property or travelling to and from the property.

ITEMS LEFT BEHIND

Down South Holidays must be notified immediately of any items left behind by guests or visitors. We will happily return lost items by post upon prepayment of postage and packaging, plus a handling fee.



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PETS

Pets are not permitted at any Down South Holidays property unless the guest has permission to bring a pet to a designated Pet Friendly property. Any breach of this condition may result in termination and eviction without refund and extra charges may be made for cleaning and other expenses.

Where a property is designated as pet friendly, and Down South Holidays has agreed to pets being allowed to stay, pet owners will be responsible for the following:

- Pet owners will be responsible for cleaning up after their pets, both inside and outside the property.
- Bring all your own petting bedding and feeding bowls.
- Pets must be house-trained and flea free.
- Pets must be kept under control at all times and not be allowed to roam or wander onto neighbouring properties and dogs must not be left unattended at the property to bark or disturb the neighbours in any way as a noise complaint may affect the return of your bond.
- Pets are not allowed on the furniture, on beds or in any bedrooms at any time. Damage to property or mess caused by pets may incur extra cleaning fees. Any such fees will be removed from the Security Deposit or charged to the guest's credit card if the Security Deposit amount is exceeded.

LINEN

Beds will be made up by Down South Holidays prior to arrival, and stripped after departure. Guests must not strip bed linen on departure This is the cleaning team's job.



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DEFINITIONS

You and **Yours** and **Guest** means the person responsible for the booking and **Us** or **We** refers to Down South Holidays Pty Ltd.

Owner means the owner of the holiday **Property**. **Visitor** means a person a guest permits to visit the property during the booking, who does not stay overnight.

Property means the short-stay accommodation, including all its internal and external fixtures, fittings and equipment.

Booking means the period for which the guest has paid to stay at the property.

Deposit means any payment made to secure the booking.

Refundable Bond/Refundable Security Deposit means an amount nominated by us to be held as security against any damages, breakages, losses or excess cleaning charges arising from the use of the property by guests or visitors.

Check-in Letter is the email guests receive after full payment. This email explains the check-in information relating to their booking as well as details the property address and arrival and departure dates.

Guest Guide is a set of written guidelines and instructions found at the property.