

Rental Agreement

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. References to the “Owner”, “us”, “we” and/or “our” in these booking terms and conditions shall mean Somerleys Pty Limited (Somerleys). We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking and that person will bind all such travellers to these terms and conditions. These terms and conditions apply to bookings you make with us over the phone, via chat, via email, in-person or online.

This is a rental agreement (‘Rental Agreement’) for accommodation at Somerleys Ocean Retreat 770 Casuarina Way, Casuarina NSW (‘Property’) between Somerleys and you.

Bookings are accepted on the basis that you:

- a) have read, understand, and agree to abide by the Rental Agreement and the Property house rules (“House Rules”);
- b) are booking using your own personal information as required by law;
- c) are over 18 years old;
- d) are responsible to ensure that all members of your booking, as well as any visitors to the Property, observe these terms;
- e) are responsible for all guests and visitors you permit to enter the Property and for any damage they may cause.

Booking

Your booking is confirmed when you make payment of the deposit as set out in your invoice. Payment of the deposit is acceptance that you agree to abide by Rental Agreement and the House Rules. The rate for your booking is specified on the invoice provided to you. The final payment is due and payable in full 14 days prior to your check in date. Standard processing fees apply for credit card payments. Check in time is no earlier than 3pm on the check-in date. Whilst every effort is made for the property to be ready by check in time, this may not always be possible. Check-out time is no later than midday on check-out date. Late check out will be charged at the full daily rental without exception. You agree to ensure that all the requirements for check out as set out in the House Rules are completed by midday on the check-out date.

Bond

You agree to provide a \$2,500 bond (‘Bond’) . You agree to provide us with your credit card details prior to check for the Bond. The Bond is payable to cover any:

- a) damage to or removal of the property, furnishings, fixtures & fittings;
- b) excess cleaning if the property is not returned in the condition required at check-out;
- c) failure to adhere to check-out times; or
- d) other amounts owing under the House Rules.

Any further charges may apply if Bond amount doesn’t cover cost to rectify the problem or damage amount.

Guests

the total number of guests is set out on your invoice. Please note that any extra guests are not allowed. You agree to provide the names of guests and contact details if requested by the Owner prior to your check in date.

Cancellation / Refunds

Subject to your refund and remedy rights under the Australian Consumer Law, no refunds are possible once deposit has been paid. If you require your dates to be changed, this can be arranged by agreement and is subject to availability.

We reserve the right to cancel any booking and refund payments at any time in the event of our inability to comply with any of the provisions of this Rental Agreement by virtue of any cessation of electric, gas or telecommunications supplies, industrial disputes, plant or equipment failure, order of government, unavailability of supplies, or any other accident or unforeseen contingency. Should a government mandated intrastate or interstate travel restriction or lockdown be enforced that prevents you from travelling on your booked date, we will move your booking to a future date within 12 months with no penalty. If you wish to cancel your booking a full cancellation fee will apply. It is your responsibility to ensure that you and your guests are eligible to travel.

We recommend that you take our appropriate travel insurance to cover your travel arrangements. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and personal liability insurance.

Other Terms

Parties are not allowed at the Property. Ceremonies, conferences, weddings and similar activities must be pre-approved by the Owner prior to booking and may incur additional fees.

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property. We are not liable for any injury or loss that you or any of your guests or visitors may sustain while you are staying at our property. We are not liable for any noise, disturbance or inconvenience caused as a result of renovation/building/road works being carried out in or near the vicinity of the property. Property descriptions or advertising materials are to be viewed as a general guide only, and we will not be held responsible or liable for any deficiency in the holiday accommodation or its furniture/fittings.

You agree and acknowledge that all contractors that you engage to enter the property have their own public liability insurance. To the extent permitted by law, neither Somerleys nor any of its related bodies corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Australian Consumer Law). This liability clause is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

Legal and Binding Agreement

This agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this agreement. The Parties agree that this agreement shall be governed by the laws of New South Wales.

House Rules

All guests and any visitor must comply with all House Rules and any other instructions from the Owner or Property Manager

Noise and the Neighbourhood

- Guests must keep noise to a minimum as not to disturb the occupants of neighbouring properties especially between 10pm to 7am and on arrival and departure
- Excessive noise is always prohibited and may result in termination of the agreement, eviction, loss of rental paid and extra charges which may be deducted from the Security Deposit

Functions

- Parties, functions and large gatherings of any kind are strictly prohibited without the prior consent of the Owner

Parking

- Guests are to comply with parking regulations as advised and show consideration to neighbours and other vehicles
- Parking arrangements will be provided to you on arrival

Garbage and Recycling

- Guests are to dispose of garbage and recycling in the allocated bins and excess rubbish must not be left in public or common areas
- Garbage and Recycling arrangements will be provided to you on arrival
- Bins are not to be left overflowing as they will not be collected. Please ensure lids can be closed properly so wildlife/birds don't scatter rubbish everywhere. Any excess rubbish needs to be taken with you
- Guests are required to put bins out for collection on bin night as advised or prior to departure.

Security

- Any time Guests leave the Property, it is your responsibility to ensure all windows and doors are closed/locked to maintain security and prevent rain and water damage.
- Guests must switch off lights, air conditioning, fans, electronics such as televisions when not in use to promote energy saving.

Spa Sauna

- The Spa area is only available to Guests that have booked to use this area
- The Spa rooms and equipment are used at Guests own risk

Windows & Stairs

- Guests must supervise any children at all times

Pets

- Pets are not permitted at the property

Toilet

- Strictly only toilet paper to be flushed

Fire/Smoking

- Smoking is not permitted. Any signs of smoking will result in a deduction from the Bond for necessary cleaning and sanitisation
- No candles are allowed to be used or lit at the property
- The Owner or Owner's representative will show you the location of fire extinguishers on your arrival at the Property.
- Guests are to use the Firepit and BBQ at their own risk and take necessary precautions to ensure used safely and properly. Turn off BBQ gas after every use.

Damages & Decor

- All damages and breakages must be reported to the Property Manager as soon as reasonably practicable
- No furniture is to be moved within rooms or from one room to another

Linen

- No bathroom towels are to be removed from the property (i.e. for beach use)
- No fake tan to be used in the bedrooms or left on white lounge room sofas
- If any of the provided linen or bedding is returned in an unreasonable condition (stained /soiled /damaged) or missing, then the cost to launder or replace will be charged.

Check Out Requirements

- The Kitchen - Ensure stove, grill and oven are left clean and turned off. The bin is to be left free of rubbish. Remove food from fridge and leave fridge clean. Ensure all dishes are washed and put away. Wipe out sink. All benches wiped with sanitiser and left clean.
- Bathroom - Ensure that the shower, bath, vanity, and toilet are left clean and all items including soap and rubbish are removed.
- Laundry - Check that none of your personal items are left in the washing machine or dryer.
- Bedrooms - Check all cupboards and under beds for removal of personal items.
- BBQ prior to departure.
- Ensure all air conditioners/heaters are turned off
- Ensure all room keys are in doors
- Ensure all external house keys are left on main entry
- You are responsible for safekeeping of all
- Lost room keys will be charged at \$50 per key.

Emergency Contact Details

- These will be provided to you on arrival
- Fees will be charged for service calls out of business hours