



## **Nelson Bays Holiday Homes – Terms of Stay**

### **What to Bring**

All houses are fully furnished. Please check on the information page of each home to see a list of contents.

Duvets and pillows are provided for the beds and often extra blankets are supplied as well.

Cooking utensils etc. are provided, however we recommend if you have a specialised piece of cooking equipment you require that you bring this with you.

A tea towel and dishcloth is supplied.

Cleaning products & rags, dish washing liquid and dishwasher powder is supplied.

The tenant is required to bring their own:

1. Sheets and pillowcases for the beds (unless stated otherwise) and any extra blankets you may feel necessary
2. Food & beverages, including coffee, tea, sugar, milk, salt & pepper, herbs etc
3. Personal hygiene products including soap, shampoo, hairdryers etc
4. Toilet paper (a small amount is provided to assist)
5. A BBQ bottle should you choose not to use our hire service

Linen can be hired if required please contact the office for prices.

If you would like the essentials provided for your arrival such as milk, bread, tea and coffee, just let us know. We are happy to arrange this for you. Hampers can also be provided for your arrival or breakfast.

### **Barbeques**

Any home listed with a BBQ will not always have a gas bottle provided. You will need to bring your own or hire one from Nelson Bays Holiday Homes for \$5 per night. This will need to be paid for in advance of your stay. The gas bottle should remain at the property after your stay. Any BBQ used by a tenant is required to be cleaned properly prior to departure. BBQs are inspected after every tenant and if you fail to clean the BBQ after using it, you will be charged a \$30 cleaning fee. If you are not sure if there is a bottle provided please call the office.

### **Cleaning**

Unless stated otherwise the price quoted does not include cleaning by Nelson Bays Holiday Homes - the tenant must leave the house clean and tidy for the next tenant. Cleaning products and equipment are supplied. If you feel that you would be unable to clean the home or have no desire to be cleaning on your holiday, please advise us at the time of booking or at least seven days prior to your departure date and we will arrange to have it cleaned for you for an extra charge. Please note it would be helpful should you have a dishwasher in the home for you to turn this on. Please note that you will need to check-out by 9.30am if you require our cleaning service. Please call the office for a list of cleaning prices as this varies for each home. We will inspect the home after your departure and reserve the right to charge you for a clean if this is not done satisfactorily.

Homes that supply BBQs must be cleaned by the tenants after use, otherwise a \$30 cleaning fee will be charged.

## **Occupancy**

Please do not exceed the maximum number of occupants. Pitching tents is not permitted. Minimum night limitations may apply to event weekends, long weekends due to Statutory Holidays, or school holiday periods. Please enquire with Nelson Bays Holiday Homes if necessary.

## **Over 20 years of age**

It is our company policy to prohibit bookings made for groups of individuals who have anyone under 20 years of age (please note: this does not include families with children under 20 or groups of workers). Proof of age may be requested from any individual at any time and those unable to comply will be asked to vacate.

## **Pets**

Many of the homes will not allow pets. It is essential for health reasons (i.e. allergies) that this is complied with. Should it be discovered that there is a breach of this condition in any property that prohibits pets then management reserve the right to evict the tenant (with no refunds) and the tenant will be required to pay for the fumigation and cleaning of the home to return it to a "pet free" status.

In those homes that do allow pets it is the tenants responsibility to dispose of all faeces at the time of vacating the property. Should we find animal hair or odour inside the premise at the time of inspecting the home the tenant will be liable for any costs associated in remedial work required. The tenant is also liable for any damage caused by pets in the property during their stay.

Please note that where we state pets are welcome in a property that it does not necessarily mean the property has a fully fenced section.

## **Smoking**

Smoking is prohibited in all of our Holiday Homes. This includes decks and patios.

## **Telephones**

Telephones are not available in the homes.

## **Damage**

The tenant is liable for damages to any property or content of the property incurred during their stay. Please inspect the property and report any damage immediately to the office upon arrival. The tenant will be required to sign a form upon arrival that states they accept full responsibility for any charges for the home during their stay. It will also acknowledge that the tenant is personally liable for payment for any damage to the home or property both malicious or accidental by themselves or any of their guests and that any remaining balance can be charged via invoiced directly to them. Should tenants lose any house keys then the tenant will be held responsible for the replacement costs of the keys and may also be held liable for the costs of replacing locks if deemed necessary. Tenants stay at their own risk and Nelson Bays Holiday Homes will not be held liable for damage or injury caused to tenants or personal property when circumstances arise outside of our control. i.e nature and weather.

## **Gatherings & Noise**

We have a zero tolerance policy in regard to noise. Noisy parties or gatherings are not permitted. 21st birthday parties, Hen and Stag nights are not permitted. We ask that you respect the neighbours. If complaints are received and management is required to attend the incident a \$100 call out fee may be charged and the tenant risks being evicted from the property.

Large gatherings for birthdays, weddings, conferences or similar such activities, where the number of people in attendance at any one time far exceeds the stated number the house sleeps, must first be

approved by Nelson Bays Holiday Homes management.

### **Check-in**

When planning your trip please take note that the check in time is any time after 2pm. It does not matter if you arrive late in the evening as you will be given instructions on where to collect the keys.

### **Check-out**

Standard check-out time is 10am but if you have purchased a full cleaning service we require that you check-out by 9.30am. Late check out may only be possible at the discretion of management. Should you wish to have a late checkout you will need to contact us prior to your arrival.

### **Payment**

Each booking made attracts a \$15 non-refundable administration fee. This fee is in addition to the nightly tariff quoted for each home and is charged only once for each booking.

Please note a \$20 surcharge will be applicable to one night bookings made for weekends or holiday periods. There may also be a minimum number of nights permitted to be booked for event/long weekends. Please enquire if necessary.

A deposit of 50% of the total cost of accommodation is required to secure your booking. Please note, your booking is only confirmed once your deposit has been received. Any remaining balance will be invoiced 30 days prior to arrival. Should the booking be only for one night or within 21 days of the intended arrival date then payment in full is required. A booking confirmation will be forwarded to you upon confirmation of availability and receipt of payment.

You may pay your deposit by direct deposit, cheque, or PayPal. We will send you our bank account details when you make your reservation request. Please note that PayPal will incur additional charges. Please note that when paying by Direct Credit or Cheque the balance must be paid at least 21 days prior to your arrival date.

Deposit payment is required within seven days of confirmation of a reservation request. Nelson Bays Holiday Homes reserve the right to rebook a home should this not be paid on time. Should you require extra time or wish to cancel a booking please contact us immediately.

If a booking is made within 21 days of the expected arrival date then the full amount of the booking will be required within 48 hours.

Once a payment is received we will email a confirmation receipt with information on where to pick up the key, reference numbers etc.

In the event of an account not being paid when due, for either accommodation, sundry hire or other possible charges we reserve the right to invoice the tenant and if necessary refer the account to a debt collection agency and add all costs of collection to that account.

### **Cancellations and Alterations**

If you wish to cancel your booking for any reason 21 days or more prior to arrival date you will receive a refund of the deposit made less the \$15 non-refundable administration fee.

If you wish to cancel within 21 days of arrival date, your deposit will not be refunded and you will be liable for payment of the full period of time originally booked unless the same home is able to be re-let for the same period.

Should you choose to shorten the length of your stay within 21 days of your arrival date you will still be liable for the full period originally booked. Please choose your dates carefully.

Transferring a confirmed booking from one home to another or changing your dates will also incur a \$20 administration fee. Please select your home carefully. Please note transferring a booking is only permitted 21 days or more prior to the arrival date, this is otherwise deemed to be a cancellation for the original home.

All bookings are subject to cancellation due to unforeseen circumstances including the sale of the property, long-term letting or other events outside Nelson Bays Holiday Homes control. If your booking is cancelled we will endeavour to book you into an equivalent home, however Nelson Bays Holiday Homes takes no responsibility if this is not possible. Any existing deposit may be either put towards a new booking or refunded in full.

Cancellations terms may vary for individual homes, you will be notified of this at the time of booking.

As Nelson Holiday Homes acts as an agent for the home's owners GST is not payable on rent. GST is included in the Booking Fee and any additional services purchased such as linen hire and cleaning.

### **Key Collection**

Once your deposit has been received and your booking confirmed a confirmation will be emailed to you with details on where to pick up keys etc. Don't worry if you are arriving after normal office hours as there will be an explanation on this confirmation on how to collect your keys as well.

### **Lost Property**

While every care will be taken to retrieve lost items Nelson Bays Holiday Homes will not be held accountable or responsible for items lost or left behind by tenants.

### **Faults**

We do not guarantee that the products and services that are listed in any of the homes will be continuous or fault free. NBHH will endeavour to repair/replace any faulty item but given the limited services available in the village this may not always be immediately possible. Events beyond our control, such as poor weather, power cuts or unforeseen electronic breakdowns, do not give the tenant the automatic entitlement to a discount, unless such event has prevented the tenant from being able to safely occupy the property altogether and NBHH are unable to relocate the tenant to a property of equal size and standard.

### **Mid-Week Specials**

Mid-week specials are available for Sunday through Thursday nights excluding school or public holidays. Stay two consecutive nights and get the third mid-week night for free. Weekend nights, public holidays and school holidays will not be discounted. Conditions may apply. Please note discounts may not apply to some homes.

### **Changing These Terms and Giving Notices**

We may change these terms, by changing or removing existing terms or adding new ones, at any time. The change applies from the time it is published on our site. If we need to give you any notice, we can do this by emailing you at the last email address you have provided us. You are deemed to have received the email at the time the email leaves our server.

### **General**

These terms constitute the entire agreement between you and ourselves.

Our failure or delay in exercising or enforcing any right or provision of these terms shall not constitute a waiver of such right or provision.

If any provision of these terms is found by a Court of competent jurisdiction to be invalid, the parties nevertheless agree that the Court should endeavour to give effect to the parties intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect.