

Sea Change Holiday Services Pty Ltd (ABN 29 404 286 485) (the Manager)

HOLIDAY/SHORT TERM BOOKING AND TARIFF FORM

Name: _____

Address: _____

Suburb _____ State _____ Postcode _____

Email : _____ Date of Birth ____/____/____

Home Phone _____ Mobile Phone: _____ Drivers Lic No _____

Car Registration's to be at Property: _____

Work Phone: _____ Occupation: _____

Employer's Name & Address : _____

Emergency Contact: No _____ Name: _____

Account bsb & no for bond refund:- _____

Accommodation Ref No: _____

Address Unit/House booked: _____

From 2pm: ____/____/____ To 10am: ____/____/____ No Nights _____

No of Adults: _____ No of Children: _____ Ages: _____ Maximum Occupants _____

Holiday Home total tariff \$ _____

BOND \$ _____

LINEN \$ _____

TOTAL CHARGES: \$ _____

Less Deposit 25% \$ _____

BALANCE OWING \$ _____

DEPOSIT If more than 21 days -25% of total fee

If less than 21 days – Full payment is required upon booking see Final Payment Christmas Period

Please ensure you put your surname & property ID on the bank transfer reference details area when you deposit your monies or on the back of the cheque. Please advice our office via email when transferring any monies.

I agree to transfer the remainder of the fee's plus bond, due 21 days prior to arrival

The receipt will be posted to me and this will be confirmation of this booking, if I am unable to direct deposit I will post a cheque so that funds are at Seachange Holiday Services Pty Ltd by 21days prior to arrival.

Signature _____ Date _____

All Details must be completed and ALL PAGES signed and returned to our office for your booking to be processed

Seachange Holiday Services Pty Ltd

BSB 036-157 Account 359307

CONDITIONS OF SHORT TERM HOLIDAY RENTAL AGREEMENT
Sea Change Holiday Services Pty Ltd

RENTAL CONTRACT (the Contract):

The Contract is between the Guest and the owner of the property to which the accommodation booking is made a The contract is not operative until the Manager provides the Guest confirmation of the booking. The Guest acknowledges that the Manager acts as a booking agent for the owner only and not as a principal.

PAYMENT:

The Manager will not confirm the accommodation booking until the guests deposit payment is received and cleared.

If the booking is for a period that commences less than 21 days from the date of the booking, full payment of the TOTAL CHARGES required together with any bond is immediately payable to confirm the booking.

If the booking is for a period that commences not less than 21 days from the date of the booking, OR is made on or before the 17th November for Christmas / New Year period, a deposit of 25% of the TOTAL CHARGES is required at the time of the booking together with any bond that is payable The remaining 75% of the TOTAL CHARGES is to be paid within 21 days of the date of the booking. If the full payment has not been received by the booking Manager at least 21 DAYS PRIOR to the start of the rental period, then the Booking Manager and the Owner reserve the right to cancel the booking without notice and the guest will forfeit the guest's deposit which will be non-refundable in such circumstances.

DESCRIPTION OF THE PROPERTY

The Guest acknowledges that the Manager has used its best endeavours to describe the Property to the Guest within the limited extent of the communications between the Guest and the Manager and the Manager shall not be liable to the Guest in any respect should the Guest consider the Property to be unsuitable for any reason whatsoever.

All information in respect of the Property contained in the Manager's advertising is believed to be correct at the time of printing, however all details contained on the Manager's website are subject to change by the Manager and/or the Owner without notice. The Manager will not accept any responsibility for any alterations to the Property or any part thereof beyond the Managers control or any liability of any matter or occurrences beyond the Managers reasonable control including damaged caused by extreme weather conditions breakdown of appliances, wiring, plumbing, invasion of pests, or any act or omission on the part of the Owner causing loss, accident or injury to the Guest or any one or more of them.

AVAILABILITY OF PROPERTY

At commencement, the Manager must forthwith arrange for the keys to the Property to the Guest.

At termination, the Guest must forthwith arrange for the return the keys to the Manager.

The short-term accommodation contract negotiated by the Manager and made between the Guest and the Owner is made on the understanding that the accommodation and its facilities as stated in the booking confirmation will be available as represented to the Guest. Should any events whatsoever arise beyond the reasonable control of the Manager which renders the Property uninhabitable (for example flood, fire, storm, tempest, etc) or unavailable, then the Manager may have to cancel the Guest's booking for the property. Should such circumstances arise then the Manager will endeavour to relocate the Guest to a holiday home of similar standard to the Property in the same area. Where this is not possible, the Manager will refund all monies paid by the Guest in respect of the Property. Upon refund of the monies paid, the guest shall have no further claims whatsoever against the Owner of the Property or the Manager.

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(Guest's signature)

RIGHT TO REFUSE OR REVOKE BOOKINGS

The Manager and the Owner reserve the right to revoke or refuse to honour any property accommodation booking which may in the opinion of either party (and at their sole discretion) be unsuitable for the Property concerned. The owner has the right to cancel a booking at any given stage issuing a full refund to the tenant for no apparent reason. The owner or the Manager has the right to eject tenants from the property during their stay if it is deemed by the manager that the tenants are not looking after the property or have too many people residing at the property.

SECURITY BOND

Unless there is a claim by the owner against the Guest for damage occasioned to the furniture and other contents of the accommodation during the Occupancy Period, the amount of the Bond will be returned to the Guest within 14 working days from the Termination Date.

Any interest accrued due to the placement of the Security Bond is to be paid to any entity to which such interest is required to be paid under any Accreditation Scheme for holiday accommodation managers with whom the Manager is duly accredited, but otherwise accrues for the benefit of the Guest.

INSURANCE

The Guest confirms that the Manager has advised the Guest to take out comprehensive holiday cancellation and protection insurance with a reputable insurance company to cater for any unforeseen circumstances which may arise including accident, ill health and any other matters beyond the Guest's reasonable control, as once the booking has been made and confirmed, the Guest will be responsible for payment of the Rent and any other charges encompassed by this agreement whether or not occupation of the accommodation occurs.

GUESTS PROPERTY

All personal belongings, baggage, vehicles and other property of the Guest of any description shall be the risk of the Guest at all times and neither the Manager nor the Owner accepts any responsibility for any loss or damage thereto.

GUEST'S OBLIGATIONS IN RESPECT OF THE ACCOMMODATION

The guests shall be responsible for the accommodation during the Guest's stay. The Guest shall take all reasonable care of the accommodation and at the end of the stay shall leave the accommodation including all utensils, fixtures, fittings and equipment on, in or about the accommodation in a clean and tidy condition. The Guest shall be liable for any breakages or damage caused to the accommodation or any part thereof or any of the chattels therein that may occur during the Guest's occupation of the accommodation and all costs of repairs and replacement thereof shall be payable to the Manager or the Owner upon demand. Any damage or breakage to any part of the accommodation or any of the chattels therein shall be reported to the Manager or Owner as soon as practicable after the damage occurring thereto. An amount deemed by the booking manager is payable by the guest for any extra cleaning or rubbish removal shall be redeemable from the tenant where necessary. If any damage is done to gardens or outside of the property the tenant shall also be help responsible and the costs redeemable from the Guest's bond.

TOWELS AND LINEN

Guests are required to bring their own sheets, pillow cases, towels and tea towels unless otherwise stated. Linen & Towels can be arranged \$25 per bed.

OCCUPANCY NUMBERS

Under no circumstances may the number of persons at the holiday home exceed the maximum number stipulated above

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(Guest's signature)

CLEANING

Guests are responsible for removal of their own rubbish, using such rubbish bins as are supplied with the Property.

At the Termination Date the Guest must leave the premises in a clean, tidy state. The property is to be left in a clean and tidy state, with floors swept, benches wiped, dishwasher emptied or dishes washed and put away. All rubbish must be emptied into the sulo bins and put on the side of the road. Any excess rubbish that won't fit in the bin must be removed from the property or a rubbish removal fee will be charged to the Guest. If the Sulo bins are not put out on the curb when you vacate you will be charged for emptying them at the tip. Beds must be left with quilt covers straightened and clean. The cleaning fee that is charged to you is the cost of having the house hygienically cleaned after your stay NOT for cleaning up after the Guest.

An amount deemed by the booking manager is payable by guest for any extra cleaning or rubbish removal and it shall be redeemable from the Guest where necessary. Any amounts required by booking manager from tenant shall be taken from the Guest's bond without prior notice to Guest.

CODE OF CONDUCT

The Guest undertakes that the Guest will ensure that the Guest and others who take up occupancy of the accommodation will:

- a) Refrain from making noise or disturbances that would lessen the enjoyment of neighbours or other guests.
- b) Not bring or permit pets or other animals onto the accommodation.
- c) Observe the law as to not smoking within confined spaces.
- d) Park only in designated parking areas.
- e) Lock up and properly secure the accommodation when leaving the accommodation unattended.
- f) Not permit illicit drugs to be brought onto or consumed in the accommodation
- g) Not cause or permit the accommodation to be used for illegal activities.

ARBITRATION

The Manager will acquaint the Guest with the Manager's internal disputes resolution procedures.

Should any dispute arise between the Manager and the Guest, the parties will use their best endeavours to resolve the dispute by resort to those procedures in the first instance;

If the dispute is still unresolved, either party can refer the dispute to any Disputes Resolution body established in any Holiday Managers accreditation scheme to which the Manager has accreditation;

If no such accreditation scheme exists, such dispute is to be referred to arbitration by a single arbitrator agreed to by the parties, but failing agreement upon a single arbitrator, then a single arbitrator appointed by the President for the time being of the Real Estate Institute of Western Australia (Inc) who shall act as sole arbitrator in accordance with the provisions of the Commercial Arbitration Act 1985 as amended and whose decision shall be final and binding on the parties.

RESIDENTIAL TENANCIES ACT NOT APPLICABLE

The Guest and the Owner acknowledge and agree that the Rental Agreement to which these conditions apply is bona fide entered into for the purposes of conferring on the Guest a right to occupy premises for a holiday within the meaning of Section 5 (2) (e) of the Residential Tenancies Act 1987 as amended ("the Act") and the parties to the Agreement confirm that the provisions of the Act shall not apply to the Rental Agreement.

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(Guest's signature)

Cancellation Policy

If a booking is cancelled by the renter and the deposit has been paid, the deposit shall be refunded less an administrative charge of \$100. Should cancellation occur within the 21 days of the tenancy, the tenant(s) will be liable for the balance of the tenancy unless the property can be re-let. If the property is re-let the tenant(s) will be liable for a further admin charge \$100 plus any short fall in the re-let period. Should cancellation occur after the commencement of the tenancy, all monies paid shall be forfeited.

DECLARATION

The Guest (if an individual) declares that the Guest is over 18 years of age

Where the Guest is a company, the director signing on behalf of that company does, by signing on behalf of the company, personally guarantee the Guest's performance of its obligations under this agreement

Should the Guest wish to cancel this booking the Guest is entitled to a full refund less \$150.00 booking fee MAY be granted if the property is fully rebooked.

Guest's Signature _____ **Date** _____

GUEST, PLEASE NOTE:

All Guest details above must be completed and ALL PAGES of this contract must be signed and returned to the Manager's office for this booking to be processed

Please post with deposit to PO BOX 3372 Mandurah Forum, 330 Pinjarra Road, Mandurah WA 6210
or
Bank transfer deposit & Sign, scan and email to bookings@seachangeservices.com.au

Guests special requests and comments:-

