



# BEACHES OF 1770 REALTY

Shop 3 Endeavour Plaza Shopping Centre, PO Box 195 Agnes Water Qld 4677

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## **CONDITIONS OF BOOKING & OCCUPANCY**

**Important: - please sign & return ASAP to: PO box 195, Agnes Water, QLD, 4677**

**Or fax to: 07) 4974 9396**

**Please read the following document carefully. Each person (hereinafter referred to as the “guest”) signing these forms (attached) accepts these conditions. The Guest acknowledges & agrees that these conditions apply & extend to ANY person (also referred to as “Guest”) occupying or visiting the premises at the invitation of or with the authority of the Guest.**

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### **\* Conditions of booking**

- Month prior to arrival, any refund will be subject to a confirmed re-booking of the premises. The guest shall pay a deposit of amount stated on Guest Registration form within 7 days of making the booking.
- For “Off peak” bookings the guest shall pay the balance of the letting fee for the term of the booking, less any deposit already paid, **no less than 14 days** prior to guests planned arrival date.
- For “Peak” bookings the Guest shall pay the balance of the letting fee for the term of the booking, less any deposit paid, **no less than 4 weeks** prior to guests planned arrival date.
- If the Guest does not pay the balance of the letting fee required, as per conditions 2 or 3, we shall be at liberty to re-let the premises & treat the Guests booking as having been cancelled.
- The Guest shall pay for all charges, costs & expenses (including linen hire) in respect to the booking, by cash, cheque, credit card or direct deposit before occupancy commences unless special prior arrangements have been made.
- **In addition to the Guests obligations in conditions forwarding, the Guest shall provide credit card details as a Bond, for any breach by the guest of these conditions or the guest’s obligations for the use & occupancy of the premises. If the Guest does not have a credit card, then the Guest is required to pay \$300 in cash.**
- The Guest authorizes us to charge any credit card for any loss, damage or monetary contribution for which the Guest is liable under this document.
- We shall **not** deduct any costs from the Bond unless the Guest is in breach of these Terms & Conditions or there is found to be damages or excessive cleaning needed. In the case of a cash bond being paid, we will refund this money via cheque.
- Credit card details will be destroyed once the property has been inspected & no damages found or excess cleaning needed.
- Whilst we take the Guests booking in good faith, the Guest acknowledges the booking may be subject to **not** change without notice, for example: increase of tariff, withdrawal of the property from

letting, etc. Every effort will be made to find alternative accommodation, subject to the Guests consent.

- Neither the owner nor the Agent will be liable for damages or loss of personal property whilst staying at the property.
- The Guest **will not** be entitled to a refund of any of the letting fee for early departure prior to the Guests planned departure date.
- The Agent may inspect the premises at any time with reasonable notice OR without notice if we are of the opinion that there has been a breach of the Terms & Conditions OR **if it is found that you are disturbing the neighbours & the police need to be called to the premises, you WILL be required to leave.**
- The description of the property is given in good faith by the agent, & no responsibility for misinterpretation will be accepted.
- If a booking is cancelled 2 months prior to arrival, monies already paid as deposit shall be refunded less \$30 cancellation fee. If a booking is cancelled 1 month prior to arrival any refund of monies already paid as deposit is subject to a confirmed re-booking of the premises.
- **Condition of occupancy**
- The occupancy starts & finishes on the dates shown on the receipt and/or booking forms.
- Check in times are from 2pm on the day of arrival Monday – Friday & 12 pm Saturday & Sunday, except in Peak season (TBA), unless prior arrangements are made.
- Check out time is no later than 10am on day of departure. Failure to vacate the premises at required time (unless prior arrangements have been made) will incur a penalty equivalent to 1 night's accommodation. Keys are to be return to **our office** immediately upon checking out.
- If the Guest arrives outside of business hours, unless prior arrangements have been made with us for alternative key collection, a \$50 call out fee will apply between the hours of 9pm & 10pm, for any time after 10pm, a \$75 callout fee will apply, **ALL fees are payable before keys are handed over**
- If the keys are not returned to our office upon departure, whether lost or otherwise, the Guest shall be liable for replacement of keys or re-keying of the premises.
- Guest shall inspect the premises upon arrival & report any damages to us immediately. Guests must ensure the premises are left in a similar state upon departure. The guest must not use the premises for: **a)** any unlawful purpose **b)** any purpose that causes a nuisance to adjoining properties **c)** weddings **d)** parties or large gathering.
- The Guest shall be liable to us for any payment of any charges incurred by any Guest or costs arising from the occupancy of the premises, Including:
  - a) damages to the premises or its contents, whether on or about the premises
  - b) failure to leave the premises in a clean state
  - c) failure to remove refuse to proper receptacles
- The Guest **must remove any fish, prawn or seafood** scraps from the premises & dispose of them at the local Refuse Centre. **Failure to do so will incur a minimum \$50 penalty**

- Only Guests named on the “Guest Registration” form may stay at the premises. Any unregistered persons occupying the premises shall be removed at the sole discretion of us. We also reserve the right to terminate the Guests occupation of the premises in the event of unregistered occupants are occupying the premises.
- The Guest must complete & sign the attached “Guest Registration” & Credit Card forms & return them to us at the same time the Guest returns the signed “Terms & Conditions”. No later than 7 (seven) days after making a booking.
- The guest must not bring any animal on the premises without first obtaining our or the Landlords consent. In the event an animal is allowed, the Guest must also read & sign the “Pet Letter”. If it is found that animals are on the premises without approval, **a \$100 penalty will apply.**
- Guests must also be responsible for their own linen unless otherwise stated. Linen hire is available
- Strictly **NO SMOKING** inside the premises.
- The Guest must ensure the premises are secure upon vacating, or at any time the Guests are not occupying the premises.
- Neither the Landlord nor we shall be liable to the Guest for any personal items in or about the premises during occupation of the premises or after vacating the premises. If any of the Guests personal items are found after in or about the premises, we shall endeavor to contact the Guest & arrange for the items to be returned at the sole expense of the Guest.
- If we are not able to return the item/s to the guest within 14 days of the Guest vacating the premises, for any reason beyond our control, including the refusal by the Guest to pay for the return of the item/s, we shall treat the item/s as abandoned, & shall be at liberty to deal with such item/s as we deem necessary or appropriate.

I,.....of....., have read & agree to the 3 pages of Terms & Conditions of Booking & Occupancy of Beaches of 1770 Realty. I further agree & acknowledge to be bound by these documents.

Your booking **WILL NOT** be confirmed or accepted unless **ALL (including credit card)** forms are filled in & signed.

.....  
(Signature of paying guest)

.....  
(Date)

**Note: All proposed occupants for the premises must have their names documented on the attached “Guest Registration” form.**