



## Terms and Conditions – Coffs Coast Accommodation

### APPLICABLE TO ALL BOOKINGS

#### 1. BOOKING AND CANCELLATIONS

Direct booking with Coffs Coast Accommodation.

- (i) To book a property directly with Coffs Coast Accommodation, you need to pay an initial deposit of 50% of the total booking tariff. If you haven't organised payment with Coffs Coast Accommodation, the balance payment will be processed automatically 30 days before your arrival. If Coffs Coast Accommodation cannot process the outstanding amount, or if you fail to make a payment due to them in full and on time, they will treat your booking as cancelled by you.
- (ii) If your booking is for a period longer than 31 days, Coffs Coast Accommodation will split your booking into two or more instalment payments. The initial payment of 50% of the first instalment is due as a deposit, and the balance of the first instalment is due 30 days before your arrival. Coffs Coast Accommodation will automatically process each subsequent payment as and when it is due.
- (iii) If you make a booking within 30 days of your specified arrival date, you must pay the total amount at the time of booking.
- (iv) Once Coffs Coast Accommodation receives the initial deposit or full payment, they will send you an email confirming your reservation. The contract between you and Coffs Coast Accommodation will commence on receipt of your payment. Receipt of a confirmation email is subject to the booking conditions.
- (v) Payment of the deposit confirms your acknowledgement and acceptance of the Terms and Conditions. You should carefully check the details of your booking before making any payment, as well as the confirmation email after payment, and inform Coffs Coast Accommodation immediately of any errors or omissions.

Note: If you are arranging a booking on behalf of additional guests, you must ensure that every other guest meets all requirements and standards as set by Coffs Coast Accommodation. Before booking the property, all guests should know and agree to these Terms and Conditions, including all rules and restrictions outlined below.

#### (b) CANCELLATION AND AMENDMENTS – IF CAUSED BY YOU

- (i) The company, Coffs Coast Accommodation, will make every effort to ensure that the property is available as booked, but they reserve the right to make alterations to bookings if unforeseen circumstances arise (such as fire, flood, or structural damage). The company does not anticipate having to make any changes to the booking, but sometimes problems do occur, and alterations or cancellations may be necessary.
- (ii) If the customer cancels or amends their booking 30 days or more prior to the scheduled arrival date, they will receive a full refund less a 3% merchant fee.
- (iii) If the customer cancels their booking within 30 days of the scheduled arrival date, they will not receive a refund.

In summary, if the customer needs to cancel or amend their booking, they should inform the company as soon as possible and be aware that the amount of refund they will receive depends on how far in advance of the arrival date they cancel or amend the booking.

#### (c) CANCELLATIONS AND AMENDMENTS – IF CAUSED BY US

- (i) Coffs Coast Accommodation will make every effort to ensure the property is available as booked. However, Coffs Coast Accommodation reserve the right to make alterations to bookings due to

unforeseen circumstances (e.g. fire, flood, structural damage). We would not expect to have to make any changes to your booking, but sometimes problems occur, and we may have to make alterations or, very occasionally, cancel reservations.

(ii) If the company needs to cancel or change the customer's booking, they will notify the customer as soon as is reasonably possible and inform them of the cancellation or change. If the company cancels the customer's booking, they will refund any fees the customer has already paid. However, the company will not be liable to compensate the customer for any fees they may have paid to any third party in connection with their holiday (such as costs for travel, entertainment, activities, or insurance).

In summary, the company will make every effort to ensure that the property is available as booked, but they reserve the right to make alterations or cancellations if unforeseen circumstances arise. If they do cancel the booking, the customer will receive a refund for any fees paid to the company, but they will not be compensated for any fees paid to third parties.

#### (d) BOOKINGS THROUGH ONLINE TRAVEL AGENCIES (OTAs)

If a guest makes a booking through an OTA and makes payments directly to the OTA, the payment and cancellation policies will be as stated within the OTA. In other words, the terms and conditions set by the OTA will apply to the booking, including the payment and cancellation policies.

In summary, if a guest books a property through an OTA and pays the OTA directly, the payment and cancellation policies will be governed by the OTA's terms and conditions.

## 2. FEES AND CHARGES

(a) You agree to pay the accommodation fees in the booking summary without deduction. You also agree to discharge the cost of any damage to the property or contents and to pay any expenses relating to overstaying or breach of house rules.

(b) By accepting these terms, you agree to pay the accommodation fees in total, and you authorise Coffs Coast Accommodation to collect the total amount referred to in the booking summary immediately unless your booking falls under the conditions set out in OTA payments. No-shows will be responsible for the entire accommodation fees for the booking (and you authorise Coffs Coast Accommodation to deduct such sums from the credit or debit card details you supplied when booking).

(c) All transactions are processed in Australian Dollars.

(d) Coffs Coast Accommodation will collect all fees (aside from OTA bookings).

(e) A 3.3% booking fee applies to all bookings.

(f) Coffs Coast Accommodation does not charge GST on tariffs.

## 3. CHECK-IN

All properties are available for check-in no earlier than 3 pm on the day of arrival. You must vacate no later than 10 am on the date of check out unless prior arrangements have been made and agreed to in writing before your stay commences.

## 4. CHECK-OUT

Your check-out time is as stated in the booking summary. Unless you agree to a late check-out with Coffs Coast Accommodation or a further period of occupation, you will be liable for an additional full day's accommodation fee per day (or part thereof) for any unauthorised overstaying. On back-to-back departure days (other guests checking in), should our cleaners arrive at the property to find you have not vacated, we will take action to remove your effects. We will charge you for their time. Should our cleaners arrive after your check-out time and you refuse to leave, we will dispatch security staff to evict you, and you will be liable for the costs.

## 5. SAFETY AND CONDUCT

(a) You are primarily responsible for your safety during your stay with Coffs Coast Accommodation. Therefore, you must read any fire or health & safety guidance included in the Guest Emergency Information Guide.

(b) If you become aware of anything during your stay that you believe a health & safety risk, you must inform Coffs Coast Accommodation immediately.

(c) You must comply with the House Rules, Community or Strata regulations and any reasonable directions of Coffs Coast Accommodation. We will highlight rules particular to a property in the compendium.

(d) As of December 2020, new NSW legislation, including a Code Of Conduct for holiday home guests and managers, came into effect. We include a copy of the code in the guest compendium. Please ensure you refer to your obligations as guests.

(d) Maximum Persons: The number of guests, including visitors, should not exceed the number stated on the Confirmation Notice or subsequently agreed in writing or email. A charge of \$500 per night will apply for excess persons at the property at any time not agreed with the owners in advance and may result in immediate termination of the lease.

Each of our properties has a maximum number of guests allowed.

## 6. CLEANING

The total booking fee includes a standard clean. Additional cleaning charges will apply if we find the property in an unreasonable condition and the actual cleaning costs exceed the standard advertised cleaning fee. For example:

- Dirty dishes and un-emptied dishwasher
- Rubbish not removed from the property and disposed of in the outside bins
- Soiled or stained bed covers, rugs, upholstery etcetera
- Lost or damaged remote controls
- Misplaced keys
- Sand left in the spa or pool
- Excessive handprints and or marks on walls/glass

Please do not wash the bathroom towels or bed linens; we use a commercial laundry service.

## 7. EVENTS

We prohibit weddings, functions, and parties in all properties listed on Coffs Coast Accommodation unless you have received written consent before the event approving the nature of the event and the number of allowable guests. Any breach of this term will result in immediate termination and eviction without refund. In addition, we will apply additional charges for security, cleaning, rubbish removal, willful damage, and repairs against your Security Bond.

## 8. NOISE AND BEHAVIOUR

In addition to complying with the House Rules and all reasonable directions, you also agree that you will:

- (i) not do or permit to be done in or to the property anything which is or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to Coffs Coast Accommodation, any of its guests, or neighbouring properties, including (but not limited to) playing loud music or musical instruments, shouting, entertaining in the property;
- (ii) not conduct any illegal or immoral activity on the property;
- (iv) not conduct any business or commercial activity whatsoever from the property;
- (v) not make any alteration or addition whatsoever to the property or its contents;
- (vi) not use the property for any commercial or media ventures without prior approval.
- (vii) not have any gathering of more people on the property without prior written consent from Coffs Coast Accommodation;
- (viii) Do not use the property for any purpose other than for private accommodation.

Coffs Coast Accommodation reserves the right to access the property during your stay, with or without your consent, for any matter deemed operational necessity.

## 9. DAMAGE AND REPAIRS

(a) You must notify Coffs Coast Accommodation of any damage to the property, contents, fixtures or fittings which occur during your stay, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault.

(b) If you do not notify Coffs Coast Accommodation of any such damage, you will be fully liable for such damage on a full replacement basis.

(c) We will take any deductions for property damage from the credit or debit card details you have supplied for payment of the security bond. To avoid doubt, you will be liable for the total amount of any damage and not just the security bond amount.

(d) If any key or remote to the property is not returned upon check-out, you will be charged for changing all related barrels and a complete set of new keys.

#### 10. STATE OF PROPERTY

(a) We will endeavour to ensure that all appliances in the property are working correctly, there is no damage to the property, and the property is spotlessly clean.

(b) If you notify us of a faulty appliance, the property is not clean, or if something is wrong with the property, we will take all reasonable steps to have the fault corrected as soon as possible. Likewise, when you notify us after hours, we will endeavour to have the fault rectified as quickly as possible on the recommencement of business hours.

(c) The existence of a faulty appliance or another issue with the property will not entitle you to any discount on the booking fee.

(d) If you are booking an apartment, please note that we are not responsible for the building maintenance. In the event of a fault in the common area, e.g., the lift not working or there is no hot water, we will notify the body corporate of the defect immediately. However, the existence of the fault will not entitle you to any discount on the booking fee. We assure you that all our apartments are in quality buildings and that common area faults are always attended to by the body corporate promptly.

(e) Scheduled and Unscheduled Maintenance, Trades and Repairs: We arrange regular maintenance and repairs on all properties. When possible, we try to schedule these services outside of bookings; however, during busy periods or circumstances outside our control, this is not practicable. Therefore, you agree to allow repair and maintenance services during your stay. Examples may include but are not limited to pool cleaning and maintenance, garden maintenance, electrical repairs, appliance repairs and replacement, and other services. If you refuse a service that has been booked as scheduled or unscheduled during your stay, you agree that you are liable to pay the service call-out fee.

#### 11. SECURITY BOND

Before your arrival, Coffs Coast Accommodation will pre-authorise a security deposit payment using the credit card provided.

To bring your pet to a "Pet-Friendly Property", there is an additional Pet-bond of \$500.

The Security Bond will be credited to your card within seven days following your departure, less any deductions per the conditions listed below. Once the property has been inspected and considered, at the absolute discretion of Coffs Coast Accommodation, to be in the same condition as when you arrived.

Compensation for damage, loss or theft, any excess cleaning that may be necessary after your stay or payment of penalties for overstaying or breach of house rules or for any other breaches of these Terms & Conditions will be applied against the Bond. Coffs Coast Accommodation will be entitled to make further deductions from this credit or debit card over and above the pre-authorisation should such charges be required. Furthermore, should the cost of repairs or replacement caused by damage exceeds the amount of the Bond or the credit available, Coffs Coast Accommodation has the right to pursue you for the entire amount plus expenses.

In the unlikely event a property sustains an insurance event that precludes the availability of a property, the owners of the booked property reserve the right to alter or amend any scheduled reservation before the check-in date. We will offer you the opportunity to rebook another property if one is available, rebook alternate dates or provide you with a full refund. Please refer to the annexure in this document for the Security Bond Agreement.

#### 12. PETS

Pets are permitted only by prior arrangement with the management of Coffs Coast Accommodation. A one-off Pet Fee is applicable per pet for the duration of your stay. Payment is via our Guest Interface GetDuve. There is also the additional Pet Bond of \$500. Upon booking confirmation, you will receive a link to GetDuve, where you can select to bring your pet.

### 13. LIABILITY AND CLAIMS

To the extent permitted by law:

- (a) Your responsibility is to obtain suitable travel insurance to cover the booking costs if unforeseen circumstances, for instance, cancelled bookings, occur. It is your responsibility as the guest to ensure that the insurance purchased is adequate and appropriate for your particular needs.
- (b) Coffs Coast Accommodation will not be liable to you for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this Agreement, the accommodation or the rental (whether such loss arises as a result of Coffs Coast Accommodation's negligence or otherwise).
- (c) Coffs Coast Accommodation's liability for all losses will be limited to the cost of obtaining replacement accommodation for the agreed Licence Period or the amount of the accommodation fees payable by you, whichever is the higher amount.
- (d) Neither Coffs Coast Accommodation nor any other party involved in creating, producing, or delivering the Coffs Coast Accommodation platform and the properties for letting will be liable for any damage to your personal property or belongings, service interruption or system failure or any damages of a personal nature including, but not limited to physical injury or death, emotional distress or any other medical episode arising out of the use of the Coffs Coast Accommodation platform and properties.

### 14. GENERAL

- (a) You agree that you have the power to enter into this License.
- (b) You will not be entitled to withhold by set-off, deduction or counterclaim any amounts you owe to Coffs Coast Accommodation against any amounts owed to you.
- (c) Coffs Coast Accommodation will be entitled to sub-contract or delegate their obligations under this Agreement.
- (d) Coffs Coast Accommodation would not be liable to you or be deemed to be in breach of these terms because of any delay in performing, or any failure to perform, any of their obligations if the delay or failure was due to any cause beyond its reasonable control.
- (e) These terms and the Booking Summary represent the Agreement between the parties and supersede any previous marketing information, representations or agreements, whether recorded in writing or otherwise.
- (f) The parties agree that these terms are fair and reasonable in all circumstances. However, if any provision of these terms is held not to be valid by a Court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the conditions in these terms are invalidated, the remaining provisions shall remain in full force and effect.
- (g) These conditions are governed by and construed by the laws of the state where the accommodation is located. You agree to submit to the exclusive jurisdiction of the Courts of that State.
- (h) If you breach these terms and conditions and Coffs Coast Accommodation decides to take no action or neglects to do so, then Coffs Coast Accommodation will still be entitled to take action and enforce their rights and remedies for any other breach.

### 15. FEEDBACK

Coffs Coast Accommodation welcomes your Feedback, comments and suggestions for improvements. You may submit Feedback by emailing us through the GetDuve, our guest services software.

Any feedback about Coffs Coast Accommodation will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, non-binding, sub-licensable, continuous license to use and publish your ideas and materials for any purpose without compensation to you.