

# **BOOKING TERMS AND CONDITIONS**

### 1. DEFINITIONS

"Booking" means the period for which you have paid to stay at the Property.

"Property" means "White Wave", Marloo Avenue, Orchid Beach, K'gari (Fraser Island) and all its fixtures, fittings and equipment.

"Management" means the owners and managers of the Property.

"Guests" means the persons who stay overnight in the Property during the Booking.

"Visitor" means a person a Guest permits to visit the Property during the Booking.

### 2. ACCEPTANCE & RESPONSIBILITY

- a. Payment of the Deposit constitutes acceptance of these Terms and Conditions and associated House Rules.
- Management retains the right, at their discretion, to immediately terminate the Booking if Booking Terms and Conditions are breached by Guests or Visitors. Termination of the Booking will result in eviction without refund.

### 3. CHECK IN/OUT

- a. The premises are available to you for holiday purposes only for the period stated on the booking confirmation.
- b. Check -in time is not before 2pm on the arrival date and check-out time is not later than 10am on the departure date.
- c. Early arrival and late departure is subject to prior arrangement and availability and extra charges will apply. Minimum fee half day charge of the nightly rate.
- d. You must notify Management of expected arrival time and a mobile contact number at least 7 days before arrival.
- e. Check-in/check-out and key collection/return procedure will be as follows, unless special arrangements have been made prior to arrival.
  - i. On arrival at the Property, keys will be provided by Management.
  - ii. On vacating, the Property is to be closed and keys are to be left on the main bench.

#### 4. GUESTS AND VISITORS

- a. There can be a maximum of 8 people on the property at any one time, including children and babies.
- b. The individual booking the property is responsible for ensuring that all guests have read and understood the booking terms and any specific care instructions posted at the property. Management retains the right, at their discretion, to inspect the property at any time during the Booking if they believe the Property may have been mistreated or specific care instructions not followed.
- c. The individual booking the property must be staying at the property for the duration of the booking unless otherwise agreed with Management.
- d. Only the Guests nominated and agreed to in the Booking may stay in the Property overnight. If any Visitors stay at the property, extra charges may apply or the Booking may be terminated without refund.

### 5. PAYMENT

- a. Non Credit Card Payments
  - A deposit of 50% of the total booking amount must be received within 7 days after the Booking is taken by Management. Bookings are not confirmed unless and until this deposit is received.
  - ii. A remittance/confirmation email containing the deposit receipt number (remittance) must be received via email to stay@ourwhitewave.com at the time of payment.
  - iii. Payment in full must be received no later than 14 days prior to arrival date.
  - iv. Bookings made less than 14 days prior to your arrival date must be paid in full to confirm your Booking.
  - v. Please ensure payments are made within the specified time limits or the Booking will be cancelled automatically without notice. Refer to Cancellation Policy for applicable charges.
  - vi. We accept payment by the following methods: Direct deposit into our bank.
  - vii. Payments of the amount due must be received in Australian Dollars, net of any bank or other transaction charges.
  - viii. Our bank details will be advised to you.

## b. Credit Card Payments via HomeAway

- i. When using the HomeAway Online Payment System, your Booking is split into two portions the deposit and the remaining balance. You may pay both portions (the full amount) in Australian Dollars, up-front or pay the deposit initially and subsequently pay the remaining balance.
- ii. Balance of the rental amount will be automatically debited 28 days prior to occupancy. If you have insufficient funds available for debit at that time you will be responsible for payment of all fees and charges. Where your stay commences in less than 4 weeks from the time of Booking, the full amount must be paid in full up front.

### 6. CANCELLATION OR VARIATION

- a. Non Credit Card Payments
  - If you wish to vary or cancel your Booking, please contact us immediately on 0427 200 112
  - ii. Your deposit is non-refundable in the event of a cancellation.
  - iii. Cancellations within 14 days of the arrival date incur a cancellation fee of 100%.
  - iv. If you have paid more than the deposit or paid in full and cancel your Booking more than 14 days prior to the arrival date, you will be refunded the amount paid over and above the required deposit amount.
  - v. Should you be eligible for a refund it will be made via cheque.
  - vi. A variation of the Booking which reduces the number of nights stay will be treated as a cancellation of the Booking in respect of those nights.
  - vii. An administration charge of \$50 will be charged for any variation or cancellation.
  - viii. We have a minimum night stay policy of 3 nights during off peak season and 7 nights during peak season. No refund will be made for a variation to the extent that it breaches our minimum night stay policy.
  - ix. If Management is able to relet the Property for the period cancelled, a further refund may be provided.
- b. Credit Card Payments via HomeAway
  - i. If you wish to vary or cancel your booking please log in to https://www.homeaway.com.au and amend your Booking.
  - ii. Should you be eligible for a refund it will be made through the HomeAway Online Payment System and then credited to the credit card linked to your Booking.

## 7. SECURITY BOND

- a. Non Credit Card Payments
  - A bond payment of \$300 is required at the same time as the outstanding balance of your booking, or in cash on arrival as agreed with Management at the time of booking.
  - ii. Bond payment will be credited via cheque or cash on departure once the Property has been inspected and deemed left in a similar state to your arrival. We agree to ensure this occurs within 7 working days of your departure.
  - iii. Any damage, loss or expense incurred by Management as a result of your breach of these Terms & Conditions will be charged against the bond. Examples of this include but are not limited to any breakage, damage or excess cleaning requirements, extra Guests or Visitors beyond those declared.
  - iv. Cost to replace lost keys will be deducted from the security bond at the discretion of Management.
  - v. Extraordinary consumption of water, electricity and gas may incur a charge and be deducted from the security bond at the discretion of Management. If you would like more information, please contact Management directly.
- b. Credit Card Payments via HomeAway
  - i. A bond payment of \$300 is required at the time of booking
  - ii. Bond payment will be credited via the HomeAway Online Payment System to the credit card linked to your Booking 7 days after your departure.

- iii. Any damage, loss or expense incurred by Management as a result of your breach of these Terms & Conditions will be charged against the bond. Examples of this include but are not limited to any breakage, damage or excess cleaning requirements, extra Guests or Visitors beyond those declared.
- iv. Cost to replace lost keys will be deducted from the security bond at the discretion of Management.
- v. Extraordinary consumption of water, electricity and gas may incur a charge and be deducted from the security bond at the discretion of Management. If you would like more information, please contact Management directly.

### 8. UNAVAILABILITY

- a. If the Property becomes unavailable for your occupancy due to unforeseen circumstances (eg. fire, storm, damage, etc) then Management will inform you immediately and endeavour to obtain suitable alternative accommodation for your occupancy; failing which any moneys paid will be refunded in full.
- b. Management accepts no responsibility for any inconvenience caused due to machinery breakdown, including but not limited to the supply of power. Management will employ best endeavours to repair, replace or source alternatives in the event of machinery breakdown.

### 9. PARTIES & FUNCTIONS

a. Parties and Functions are strictly prohibited.

#### 10. LINEN AND TOWELS

- a. Guests must bring with them linen required for all beds in use and beds must be fitted with linen prior to use.
- b. Guests must also bring their own blankets, pillows and towels required for their stay.

## 11. PETS

- a. Pets are not allowed at the Property.
- b. This applies to K'gari (Fraser Island) in general.

### 12. YOUR OTHER RESPONSIBILITIES

- a. As the property operates on solar power with tank water and a septic system, we are unable to cater for Visitors who are not staying at the property.
- b. You must comply with all applicable House Rules and all instructions from Management and the caretakers of the Property concerning occupancy, property, health, safety, environment and quiet enjoyment of the Property and our neighbours.
- c. You are responsible for damage, breakages, theft and loss of the Property and any part of it during your stay. You must notify us of this immediately. Management may recover from you, repair or replacement cost, at Management's discretion.
- d. Disturbance to our neighbours or caretakers, including excessive noise, is prohibited and may result in termination and eviction without refund and extra charges may be made for security and other expenses.

- e. Before departure, all food must be removed from fridges, all rubbish removed from the property, and crockery and cutlery washed and packed away. The Property must be left in a clean and tidy condition. Instructions on where to deposit your rubbish is available from Management and in the Guest handbook.
- f. Extra cleaning charges may be incurred for the cleaning of dirty dishes, washing machine, emptying the fridge, removal of rubbish etc. Should the cleaning fee be more than the usual cost for cleaning the property, you will be charged the additional costs over and above the normal cleaning fee which will be deducted from the security bond.
- g. All furniture and furnishings must be left in the position they were in when you arrived. Note that bedroom configurations cannot be altered.
- h. The property should be vacated on time and secured. All windows and doors are to be closed. All keys must be returned to Management or left as otherwise directed.
- i. You are responsible for the safekeeping and replacement of accommodation keys.
- j. Smoking is not permitted inside the Property. An ashtray is provided outside.
- k. We recommend all guests purchase travel insurance since Management are not responsible for any injuries, illness, accidents or loss & damage of personal belongings that may occur whilst staying at the Property.

#### 13. PROBLEMS OR COMPLAINTS

- a. In the case of any problem or complaint, you must inform Management at the earliest opportunity so Management has the chance to rectify the situation as quickly and efficiently as possible. You must allow repair/service access to the property during reasonable hours.
- b. Any complaint, which cannot be resolved locally, must be notified in writing to Management prior to departure from the Property.
- c. Failure to follow this procedure this may hinder the ability of Management to rectify the problem or complaint and reduce or extinguish any claim you may have.