



CONDITIONS AND USE OF PROPERTY

General

When the guest makes a reservation at Portsea Place (Property) they are deemed to have accepted these conditions.

Guest shall use the Property for residential accommodation purposes only and in a careful manner to prevent any damage or loss to the Property and keep the Property in clean and sanitary condition at all times. Guest and any additional permitted guests shall refrain from loud noise and shall not disturb, annoy, endanger, or inconvenience neighbours, nor shall Guest use the Property for any immoral, offensive or unlawful purposes, nor violate any law, association rules or ordinance, nor be a nuisance on or about the Property.

Property condition

The Property is provided in "as is" condition. The Owner shall use their best efforts to ensure the operation of all amenities in the Property. The owner shall not be held responsible for such items failure to work, but will make every effort to correct any issues as reported as quickly as possible.

Check in and check out times

The Guest is authorised to occupy the Property during the agreed check in and check out dates at the times specified in the reservation summary. Unless otherwise agreed to, check-in is from 2pm on the day of arrival and check-out is 10am on the day of departure.

The Guest is not a tenant of the property under a Residential Tenancy Agreement

Maximum number of guests & noise

The Guest agrees to abide by the maximum number of persons of their reservation and to comply with the conditions and restrictions imposed upon Guests under this Agreement.

Excessive noise, parties and functions are not permitted as they cause disruption to neighbours, as well as nearby residents and other holiday makers. If an unauthorised function is held at the Property the reservation will be immediately cancelled, the Damage Deposit processed for the booking will be retained and additional fees may apply.

No smoking, open flames or pets

For the safety of all guests, open flames, burning of candles or incense is not permitted at Portsea Place. Any damages or cleaning caused by these actions inside the premises will be taken from Damage Deposit.

The Guest is not to keep or take any pets or animals into the Property unless authorized in writing by the Owner

Default

If Guest should fail to comply with the conditions and obligations of this Agreement, Guest shall surrender the Property, remove all Guest's property and belongings and leave the Property in good order and free of damage. No refund of any portion of the Total Rental Fee shall be made.

Assignment or sub-lease

Guest shall not assign or sublease the Property or permit the use of any portion of the Property by other persons who are not family members or guests of the Guest and included within the number of and as permitted occupants under this Agreement.

Risk of loss and indemnification

Guest agrees that all personal property, furnishings, personal affects and other items brought into the Property by Guest or their permitted guests and visitors shall be at the sole risk of Guest with regard to any theft, damage, destruction or other loss and the Owner shall not be responsible or liable for any reason whatsoever. Guest hereby covenants and agrees to indemnify and hold harmless the owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, legal fees incurred by Guest, permitted guests, visitors or agents, representatives or successors of Guest due to any claims relating to destruction of property or injury to persons or loss of life sustained by Guest or family and visitors of Guest in or about the Property and Guest expressly agrees to save and the Owner harmless in all such cases.

Pre-authorised damage deposit – up to \$350

We Pre-authorise Damage Deposit on your credit card to the value of \$350 2 days prior to check-in. We temporarily hold (not charge) the amount of the Damage Deposit on your card.

The Damage Deposit will be refunded to you within 3 days from departure of the property, pending a final inspection of the property once the Guest has departed.

Funds will be deducted from the Damage Deposit in the event of a claim as a result of, but not limited to, excess cleaning, property damage or breakages, excess rubbish removal, loss of access card or remotes, security call-outs, property left unsecured or any consequent loss suffered by the Property Owner for late guest check-out delays.

Extra cleaning

Our Housekeeping staff undertake a thorough clean of the property, remove and replace the linen on the beds, mop floors, vacuum carpets and clean the surfaces in the kitchen and bathrooms after check out. However, if walls, floors, furniture and other items and surfaces are left excessively dirty, then an extra hourly charge will apply. Guests are to leave the Property as it was found to avoid extra cleaning charges.

Damages

In the event of breakages, damages and lost items, Guest must contact the Agent to report the incident as soon as possible. Damages may be deducted from Damage Deposit. Non-disclosure of any damages will not be tolerated, and replacement and/or repair will be automatically deducted from the Damage Deposit.

Furniture and movement of items inside the apartment

A strict policy on not moving items or furniture exists for this Property. Movement of furniture and other items may cause unnecessary damage to items and the Property itself and can cause excess cleaning time due to complex housekeeping inventory checks. Any damages/excess cleaning caused by movement of items or furniture will be taken from Damage Deposit.

Entry and inspection

The Owner reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property. If the Owner has a reasonable belief that there is imminent danger to any person or property, the Owner may enter the Property without advance notice.

Unavailability of the property

In the event the Property is not available for use during the Rental Term due to reasons, events or circumstances beyond the control of the Owner, Owner will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, within Portsea Place to the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Owner shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated, and Guest and Owner shall have no further obligations or liabilities in any manner pertaining to this Agreement.

Cancellation by guest

If the event of a cancellation 14 days or greater prior to the check in date the Guest will receive 100% refund less any credit card transaction fees. If the guest cancels up to 2-14 days prior to arrival guests will receive a 50% refund. There are no refunds for cancellation the day prior or from the check in date.

Please note that reservations during peak period 20 December to 10 January and Easter there are no refunds if the guest cancels within 30 days from the check in date.

Advertising Material

The description, property features and information provided in advertising is believed to be correct at the time of publication, however is subject to change without notice to the Guests. The Agent has used their best endeavours to provide information and a description of the property including photos to convey an accurate summary of the property to guests. From time to time there may be a change to items and furniture and the condition of the Property due to wear and tear. The Owner of the Property will not be liable to provide a refund to the Guest as a result of any difference of opinion as to the condition or quality of the premises, the surrounds, nor for any temporary defects or stoppages of any utilities

Privacy

The Guest agrees to provide personal information including photo identification to verify their identity.

Indemnity

A condition of entering and/or staying at this Property means that all Guests understand and agree to indemnify the owner(s) against any responsibility or action(s) (legal or other), due to any action(s), incident(s), loss or injury(s) while within or outside of the premises (including, but not limited to, the grounds, facilities, structures, etc.) during a stay or at any other time.

Release

Guest hereby waives and releases any claims against the Property owner and their successors, assigns, employees or representatives, officially or otherwise, for any injuries or

death that may be sustained by Guest on or near or adjacent to the Property, including any common facilities, activities or amenities. Guest agrees to use any such facilities or amenities entirely at the Guest's own initiative, risk and responsibility.

Parties' liability to you is limited to an amount not exceeding the amount paid by you for your booking. Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions