

## TERMS AND CONDITIONS FOR POSITION PERFECT APARTMENTS

### ACCEPTANCE & RESPONSIBILITY.

- Payment of your Deposit constitutes acceptance of these Terms and Conditions.

### PAYMENT

- A deposit of 50% of the total tariff **must** be received within 48 hours after the Booking is taken by Management.
- Payment in full **must** be received 10 days prior to your arrival.
- For group bookings of more than one apartment; a \$500 refundable BOND PER apartment **must** be paid 10 days prior to arrival with the final payment.
- We accept payment by the following methods: Direct deposit into our bank account, credit card payments will incur a 2% surcharge. Amex incurs 3%

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### SECURITY GUARANTEE

- At the time of booking, your credit card details are recorded as security, to cover any loss or damage to the apartment or furnishings, loss of keys or additional cleaning costs. Please see sections 4.13 AND 4.14 for more details.
- You are responsible to cover any damage, breakage or extra cleaning required.
- For group bookings of more than one apartment; a \$500 refundable BOND PER apartment must be paid 10 days prior to arrival with the final payment; to cover any loss or damage to the apartment or furnishings, loss of keys or additional cleaning costs. Please see section 4.14 for more details.

### CHECK IN/ OUT

- Check-in time is not before 2pm on the arrival date and check out time is not later than 10am on departure date.
- Early check-in and late departure are subject to prior arrangement and availability.
- You must notify Management of expected arrival time and a mobile contact number at the time of booking.
- Keys will be located in a key safe outside the property. Once your full payment has been processed, specific check-in details will be given to you.

### CANCELLATION OR VARIATION

- If you wish to vary or cancel your Booking, please contact us immediately on **0438 568 856**
- Your deposit is non-refundable in the event of a cancellation
- If you have paid more than the deposit or paid in full and cancel your booking more than 7 days prior to arrival, 50% of the total tariff will be kept and the remaining funds will be refunded to you.
- If you cancel your booking less than 7 days prior to arrival you are not eligible for any refund of monies paid unless Management is able to relet the Property at short notice (see below)
- If Management is able to relet the Property for the period cancelled a further refund may be made less an \$80 admin fee.
- Should you be eligible for a refund it will be made through your chosen payment method at time of Booking.
- 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.

- We have a minimum night's stay policy of 3 nights. No refund will be made for a variation to the extent that it breaches our minimum nights stay policy.
- Any variation in dates made to a booking will incur an \$80 admin fee

## **INTERNET**

- Wi-Fi is now offered free of charge. Please be mindful of your usage as a courtesy to other guests
- The Terrace has a wireless dongle available. Prior notice is needed if required
- Please contact Ross, 0412 568 888 for any technical difficulties.

**Holiday Rental Code of Conduct – Version: 1.0 (March 2012)**

### **Part 4 Holiday Rental House Rules for Guests and Visitors**

## **DEFINITIONS USED IN THIS CODE**

- **Holiday Rental** means rental of Property for holiday purposes within the maximum term permitted for rental without a residential tenancy agreement under state and territory residential tenancy legislation.
- **Dwelling** means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile.
- **Guest** means a person who stays overnight in the Property during the term of the occupancy.
- **Manager** means the Owner or another person appointed by the Owner (such as a real estate agent), who is responsible for renting the Property.
- **Noise** means any sound which is offensive to occupiers of neighbouring properties.
- **Owner** means the person or entity who owns the Property. It includes the lessee of a Property who sublets or licences it to others for Holiday Rental.
- **Property** means Dwellings and residential premises
- **Visitor** means a person a Guest invites or permits to visit the Property during the term of the occupancy who does not stay overnight.

### **4.1 General requirements**

- a) Guest and Visitors must comply with all House Rules, By-Laws and instructions from the Manager and security services during their stay; and
- b) Guests must notify the Manager of any disputes or complaints from neighbours as soon as possible.

### **4.2 Noise and Residential amenity**

- a) Guests and Visitors must not create noise which is offensive to occupiers of neighbouring properties especially between 10pm -8am and during arrival and departure at any time throughout the occupancy;
- b) Offensive noise is prohibited and may result in termination of permission to occupy the Property, eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from your Credit Card or Bond under the Terms and Conditions; and
- c) Guests and Visitors must not engage in anti-social behaviour and must minimise their impact upon the residential amenity of neighbours and local community.

### **4.3 Visitors**

Guests are responsible for ensuring that Visitors comply with these House Rules.

- Only the guests nominated and agreed in the Booking may stay in the Property over night. If any other guests stay, extra charges may apply or the agreement may be terminated without refund.

#### 4.4 Gatherings or functions

- a) The Property is not a “party house” and any such activities are strictly prohibited; and
- b) Any gathering, celebration or entertainment permitted at a Property must not conflict with residential amenity and must comply with all the other requirements.

#### 4.5 Parking

- a) Guests and Visitors are to comply with parking regulations and other requirements set out below and show consideration to neighbours and other vehicles.

Parking arrangements for each Property are as follows:

##### **ARMADALE**

The parking is accessed via Kooyong Road – first driveway on left (coming from Princess Hwy). Parking space 10 is clearly marked. The driveway is quite narrow so please be careful coming in and out.

##### **BRUNSWICK – ALL APARTMENTS**

Please park only in the parking space which number corresponds with your apartment number.

##### **CARLTON PARIS STYLE APARTMENT**

There is no allocated parking space on the property. The parking permit supplied on the kitchen bench allows you to park in any resident parking zone 4C for unrestricted time periods.

There is a \$150 charge for loss or damage of the parking permit. The permit **MUST** be left in the apartment prior to departure, if it is not left in the apartment it will be deemed lost and charges as above will apply.

##### **CARLTON COURTYARD APARTMENT**

The car space is at the back of the complex accessed through the side lane- Powell Lane off Faraday Street. Please only park in space marked '3'; if someone is parked in this space illegally, it is difficult for us to do anything to assist you. We would recommend leaving a note on the windscreen asking them to move the car ASAP and send us a text so we can try and assist you where possible.

##### **RICHMOND**

Parking is strictly in parking space '5' which is in the middle garage on Cameron street, and is the space to the left marked 5. The remote control found on the kitchen bench will open this door and this will indicate to you where to park. Please keep to the left and be mindful of the resident parking next to you. The garage door **MUST** be closed at all times once you have parked or left the premises. If your car cannot fit in the parking space, you may use the residential visitors parking permit which is on the kitchen bench. There is a \$150 charge for loss or damage of the parking permit. The permit **MUST** be left in the apartment prior to departure, if it is not left in the apartment it will be deemed lost and charges as above will apply.

#### 4.6 Garbage and recycling

Guests and Visitors are to dispose of garbage and recycling in accordance with the usual practice at the Property (as set out below) in the allocated bins, and excess rubbish must not be left in public or common areas- see section 4.13 AND 4.14 for details.

Garbage and recycling arrangements for each Property are as follows:

## **ARMADALE**

Garbage and recycling bins are located on the left hand side of the property's driveway. ALL garbage must be taken to these bins prior to departure.

## **BRUNSWICK- ALL APARTMENTS**

Council garbage bins are located at the front of the property. When facing the apartment block you will see a gate to your right. Open this gate and you will find the garbage bins in here. Please dispose of ALL your garbage before your departure.

## **CARLTON – BOTH APARTMENTS**

Garbage and recycling bins are located downstairs along the fence. If your stay falls on a Tuesday night, it would be appreciated if you took one bin out onto the curb for collection and bring inside once collected. Please dispose of ALL your garbage before your departure.

## **RICHMOND**

Garbage and recycling bins are located downstairs near the stairwell. ALL garbage must be taken to these bins prior to departure.

### **4.7 Security**

Whenever you are absent from the Property, close all windows and doors to maintain security and prevent rain and water damage. Please also ensure the gates to the property are closed if applicable.

### **4.8 Swimming pool/spa (if applicable) N/A**

### **4.9 Deck and balcony areas**

Please keep noise to a minimum when utilising the outdoor areas. Please also remove all rubbish prior to departure. Please do not hang clothing, blankets etc. over the balcony railing. Do not take inside furniture onto the balconies. Fees will be charged if furniture is not left where it was found. If smoking in outdoor areas, cigarette ash and butts MUST be disposed of in outdoor council bins,

### **4.10 Smoking**

Smoking is NOT permitted in any property- see sections 4.13 AND 4.14 for details

### **4.11 Pets**

Pets are NOT permitted on any property- see sections 4.13 AND 4.14 for details

### **4.12 BBQ N/A**

### **4.13 Damages and breakages**

- Damages and breakages must be reported to the Manager. 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)
- We understand that if you are with a group, using multiple apartments, that you may end up sharing plates, cups etc. PLEASE ensure that you have put all the correct items back in the appropriate apartment. Any misplaced items will be deemed lost or broken and will thus incur a fee.
- Linen and towels are not to leave the apartment and excessive spoilage may incur additional cleaning fees.

#### 4.14 On departure arrangements

Arrangements for keys, security, dishwashing, rubbish, etc. are:

- Before departure, all food must be removed from fridges, all rubbish put in the appropriate council rubbish bins provided, and crockery and cutlery washed and packed away. The Property must be left in a clean and tidy condition, extra charges will be at discretion of Management.
- All furniture and furnishings must be left in the position they were in when you arrived
- If possible Duvet covers, pillow cases and sheets can be removed and placed in a pile on the bathroom floor
- The property should be vacated on time and secured. All windows and doors are to be locked.
- For Brunswick property check-out please refer to the instructions posted on the back of the door. The keys are dropped into a drop-box and the details are on the instructions.
- For all other properties one set of keys and/or parking permit should be left on the kitchen bench and the door must be locked behind you. The other set of keys must be **securely** locked in the keysafe you retrieved them from. Two sets of keys are not to be jammed into the keysafe. If this occurs charges will apply as this damages the safe.
- You are responsible for the safekeeping of accommodation keys. Single keys will incur a minimum \$70 charge to replace. Keys with a remote control will incur a \$150 charge to replace. Should a locksmith be required, the invoice will be sent to you + an \$80 call out fee. The balance of such will be taken from your credit card or bond.
- Extra cleaning charges may be incurred for the cleaning of dirty dishes, washing machine, dryer, emptying the fridge, removal of excessive rubbish, removal of excessive smells, hairs 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 charged to your credit card or taken from your bond. This rate will be at the discretion of management.

#### 4.15 Emergency Contact

In the event of an emergency relating to the Property, please telephone Danielle or Ruth on +61438 568 856 OR Con on +61408 352 807

- 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.
- Failure to follow this procedure this may hinder the ability of Management to rectify the problem or complaint and reduce or extinguish any issue you may have.

**We recommend all guests purchase travel insurance since Management are not responsible for any injuries, illness or accidents that may occur whilst staying at our property.**

#### 4.16 Compliance

- a) Breach of these House Rules is a breach of the Terms and Conditions of occupancy.
- b) The Owner and Manager reserve the right to terminate permission to occupy and to evict from the Property, Guests or Visitors who refuse to follow these House Rules or who cause a nuisance.

## **GENERAL BODY CORPORATE BY-LAWS**

### **NOISE**

The occupier of a lot must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

### **VEHICLES**

The occupier of a lot must not, without the Body Corporate's written approval-

- a) park a vehicle, or allow a vehicle to stand, on the common property; or
- b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property

### **OBSTRUCTION**

The occupier of a lot must not obstruct the lawful use of common property by someone else

### **DAMAGES TO LAWNS, ETC. ON COMMON PROPERTY**

The occupier of a lot must not, without the Body Corporate's written approval-

- a) damage a lawn, garden, tree, shrub, plant, flower on the common property; or
- b) use part of the common property as a garden

### **DAMAGE TO COMMON PROPERTY**

An occupier of a lot must not, without the Body Corporate's written approval, mark, paint, drive nails, screws or other objects into or otherwise damage or deface a structure that forms part of the common property.

### **CHILDREN PLAYING ON COMMON PROPERTY**

An occupier of a lot must not allow children to play on the common property. It is prohibited for skateboards or bicycles to be ridden on the common property.

### **BEHAVIOUR OF INVITEES**

An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful enjoyment of another lot or the common property.

### **LEAVING OF RUBBISH, ETC. ON COMMON PROPERTY**

The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

### **APPEARANCE OF LOT**

The occupier of a lot must not, without the Body Corporate's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.

The occupier of a lot must not, without the Body Corporate's written approval-

- a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme of land, or
- b) display a sign, advertisement, place card, banner, pamphlet or similar article if the article is visible from another lot or the common property, or from outside the scheme land.

### **STORAGE OF FLAMMABLE MATERIALS**

The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the common property.

The occupier of a lot must not, without the Body Corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.

### **GARBAGE DISPOSAL**

Unless the body corporate provides some other way of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.

The occupier of a lot must-

- a) comply with all local government local laws regarding the disposal of garbage, and
- b) ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

### **KEEPING OF ANIMALS**

The occupier of a lot must not, without the Body Corporate's written approval

- a) bring animals or keep an animal on the lot or the common property, or
  - b) permit an invitee to bring or keep an animal in the lot or the common property
- The occupier must obtain the Body Corporate's written approval before bringing, or permitting an invitee to bring an animal onto the lot or the common property.