



**Relax**  
HOLIDAY RENTALS

See Covid-19 Amendment on page 6  
for current flexible refund policy  
and Covid cleaning measures.

## Holiday Rental Agreement

**Between** Relax Holiday Rentals Pty Ltd (on behalf of property owners)  
Property Manager name: Chris Nicholson  
Property Manager phone number: 0419 002 694

**And** You / contact person listed on Booking Confirmation

Bookings are accepted on the basis that you have read, understand, and agree to abide by the Holiday Rental Agreement and House Rules. You are booking using your own personal information as required by law, and you are over 18 years old. You are responsible to ensure that all members of your booking, as well as any visitors to the Property, observe these terms. You are responsible for all guests and visitors you permit to enter the Property and for any damage they may cause.

Your booking will be confirmed when you have agreed to the Holiday Rental Agreement and paid in full for the booking total (payment received by us). A Booking Confirmation email stating "Completed" will be sent upon receipt of your booking.

A Pre Check-in Information email will be sent within 7 days of your scheduled arrival date, including property address, key collection, bond reminder, and other helpful information.

We ask that you leave the property clean, and garbage taken out etc as per House Rules. We also ask that before leaving you turn off all lights and appliances (inc heaters/aircons), and secure the Property, ensuring you close and lock all windows and doors, and return keys to collection point.

### **Rates/Charges**

As per Booking Confirmation, to be paid in full upon booking and all payments received by Relax Holiday Rentals Pty Ltd prior to your arrival.

### **Arrival Date**

Checkin Time no earlier than 2pm on Check-in Date. Whilst every effort is made for the property to be ready by check-in time, this may not always be possible. Forced check-in days may apply over peak seasons.

### **Departure Date**

Check-out time no later than 10am on Check-out Date. Late checkout will be charged at the full daily rental without exception.

### **Number of guests**

Total number of adults and children as per Booking Confirmation. Please note that any extra guests, including any children, will incur an extra fee if they were not included in the original booking quote. Extra fee \$50 per person per night (unless stated otherwise). If you exceed the maximum number of persons staying on the Property, we reserve the right to retain your Security Deposit in full and this Agreement may be terminated without refund.

### **Camping**

Additional caravans, tents or camping is strictly prohibited – fees apply.

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### **Bond / Security deposit**

AUD \$500.00 payable via EFT at least 48 hours prior to arrival. If we have not received bond by this time, the booking may be cancelled without refund.

EFT details: Account Name: Relax Holiday Rentals Pty Ltd. BSB: 633 000. Account: 173 479 429.

Bond is payable to cover any: damage to or removal of the property, furnishings, fixtures & fittings; excess cleaning if the property is not returned in the condition required at check-out; failure to adhere to check-in or check-out times; or failure to adhere to house rules. Bond amount withheld is at a cost deemed fair by us, and further charges may apply if Bond amount doesn't cover cost to rectify the problem or damage. Any Bond to be returned to you will be refunded within 7 days of check-out.

### **Celebrations**

No parties, schoolies, bucks, 21<sup>st</sup> or 18<sup>th</sup>'s, mens sport trips ie footy trips, or other groups deemed high risk (unless otherwise stated). Ceremonies, conferences, weddings & similar activities must be pre-approved by Relax Holiday Rentals Pty Ltd prior to booking, and may incur additional fees.

### **Linen**

Unless otherwise stated properties are let without linen (if linen is listed in description it's provided).

### **Phone/internet**

Unless otherwise stated, wifi/internet access, streaming services, and telephone, are not available.

### **Furniture**

All furniture including outdoor is to be positioned in same location as on arrival at the property. No furniture or effects are to be removed from the premises during your stay.

### **Repairs/Damage**

Please advise us prior to departure of any repairs needed, damage, or breakages that may have arisen; or immediately where repairs are required during your stay to avoid further damage to the property and for the safety of guests. You agree to allow us or nominees to enter the property to carry out any necessary repairs. You are responsible for all damages, breakages and loss incurred during the term of your occupancy.

### **Noise/Behaviour**

Please respect the neighbours, don't create nuisance or excessive noise that may cause annoyance or disturb the quiet enjoyment of neighbouring properties. No noise after 10pm and not before 9am. No music outside. No additional sound equipment (DJ, PA, Speakers etc). First phone call from neighbours or others to complain is \$200 fee (withheld from bond). Second call and/or Police called out is loss of entire bond and immediate eviction (without refund).

### **Keys**

You will be notified of the key collection location on the Pre Check-in Information Email sent 7 days prior to arrival. You are responsible for the safekeeping of accommodation keys, key cards, remote controls. A call out fee is payable if a replacement key is required after hours. You will be charged for the cost of changing the locks and/or cutting new keys, if keys not returned or lost. Keys to be returned to the collection point no later than 10.00am on your Check-out date.

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### **Smoking**

All properties are non-smoking, with no exception.

### **After Hours**

For urgent after-hours assistance, please call the phone number provided on the Pre Check-in Information Email. Should a representative of Relax Holiday Rentals Pty Ltd be required to assist in afterhours matters due to avoidable incidents caused by guests, a minimum fee of \$200 will be deducted from the bond.

### **Children**

Age restrictions may apply to some properties when it is not equipped nor is it a suitable rental for young children. For safety reasons children are to be supervised by an adult at all times. The safety of children is your responsibility.

### **Amendments**

Amendments to your booking are made at the discretion of Relax Holiday Rentals Pty Ltd.

### **Cancellation / Refunds**

Should you wish to cancel or reschedule, please contact us immediately with a valid reason.

Cancellation will not take effect until we have also received written confirmation from you.

Cancellation fees may apply. Different cancellation fees apply for each property, and may vary for dates/seasons. See Cancellation Fees specific to that property when booking. Unless otherwise stated, cancellation terms are as follows – Standard Dates cancellation terms: Over 60 days = no fee, Over 30 days = 50% fee, Within 30 days = 100% fee (no refund).

Peak Season cancellation terms: Over 90 days = no fee, Within 90 days = 100% fee (no refund).

All refunds are made at our discretion. Approved refunds will be processed promptly. If the refund is approved by Relax Holiday Rentals Pty Ltd, any fees incurred by us will be deducted from the amount refunded, such as: payment gateway fees (ie. Stripe); credit card or merchant fees; Online Travel Agent fees (OTA's); Channel Manager fees; or other fees incurred. We recommend you have travel or other insurance to cover for any unforeseen cancellation fees or other loss that may occur.

### **Pet Policy**

All Properties are deemed as “No Pets Allowed”, unless stated otherwise. If you are found to have/had a pet on the property the full Bond will be forfeited and your booking may be cancelled immediately without refund.

For any properties designated as “Pet Friendly”, the following conditions apply: -

Pets must be toileted outside, and all droppings must be removed from the premises. A fee will be charged if there are any droppings left in the yard or signs of toileting in the house. Your dog must not be inside the house unless the property rules state otherwise, and it is your responsibility to restrain your dog as we can not guarantee the property is fully secured/enclosed. If the property allows pets inside, only small “house dogs” are allowed, and they are only allowed on timber floors or tiled areas – pets are not permitted on carpet or rugs, on furniture, in bedrooms, on beds, on bedding or towels. You are also required to remove all pet hair and any traces of your pet being inside the property prior to departure. You are liable for any damage caused to the property including the cost of cleaning and repairs. A noisy, barking, or aggressive dog may result in your eviction without refund – it is your responsibility to control your dog at all times. Some properties charge a \$50 fee for pets. Service-dogs / guide-dogs allowed (prior notice is greatly appreciated).

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### **Identification**

A copy of your passport or drivers licence may be requested.

### **Force majeure**

We don't expect to have to cancel or amend your booking, but if problems occur and we do have to due to unforeseen circumstances (ie. power outage, damage, fire, etc), we will contact you as soon as possible to inform you, and if it is necessary to cancel your booking we will refund the balance of any money you have paid us. We reserve the right to cancel any booking & refund payments at any time in the event of inability to comply with any of the provisions of the contract by virtue of any cessation of electric, gas or telecommunications supplies, industrial disputes, plant or equipment failure, order of government, unavailability of supplies, or any other inevitable accident or unforeseen contingency. In this event, all reasonable endeavours will be made to help find you alternative holiday accommodation but without guarantee or liability.

### **Indemnity**

You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence. We are not liable for any injury or loss that you or any of your guests or visitors may sustain while you are staying at our property. We are not liable for any noise, disturbance or inconvenience caused as a result of renovation/building/road works being carried out in or near the vicinity of the property. It is hereby agreed that we provide holiday accommodation booking services only, on behalf of the Property Owner. As such any property descriptions or advertising materials are to be viewed as a general guide only, and we will not be held responsible or liable for any deficiency in the holiday accommodation or its furniture/fittings.

### **Complaints**

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible. It is essential that you contact the Manager if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified. If any complaint or issue cannot be resolved during your holiday, you must write to us with full details within 28 days of the end of your stay.

### **Governing law**

This Rental Agreement between you and us is governed by the laws of Australia and we both agree that any dispute, matter or other issue which arises between us will be dealt with by the Courts of Victoria.

### **Other**

You agree to Relax Holiday Rentals Pty Ltd [Website Disclaimer](#), [Privacy Policy](#), & [Terms and Conditions](#).

**We hereby agree to all Terms and Conditions, and the following House Rules, outlined in this Holiday Rental Agreement.**

*We hope you enjoy your stay and thank you for supporting Relax Holiday Rentals.*

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## House Rules

**Cleaning** is your responsibility. The property must be left clean and tidy on departure, close to the way you found it as is standard with holiday rentals. If the property is left in a condition which requires these standard duties to be performed by our cleaners, fees will be deducted from your bond. However, if the property is left in a very poor condition and has been mistreated, additional fees or full bond will be charged (ie. stains or marks on walls/floors/furniture, removal of odour, etc).

### Rubbish

Please do not leave any rubbish in your rental property. Place rubbish in the outside bins, and if waste is not put in appropriate bin it will also not be collected. Bins are not to be left overflowing as they will not be collected, please ensure lids can be closed properly so wildlife/birds don't scatter rubbish everywhere, any excess rubbish needs to be taken with you (or contact Relax Holiday Rentals for a cost to remove it). Guests are required to put bins out for collection on bin night or prior to departure.

### Floors

All floors are to be swept and/or vacuumed prior to departure.

### Kitchen

Ensure stove, grill and oven are left clean and turned off. The kitchen bin is to be left free of rubbish. Remove food from fridge and leave fridge clean. Ensure all dishes are washed and put away. Wipe out sink. All benches wiped with sanitiser and left clean.

### Bathroom

Ensure that the shower, bath, vanity and toilet are left clean and all items including soap and rubbish are removed.

### Laundry

Check that none of your personal items are left in the washing machine or dryer.

### Bedrooms

Check all cupboards and under beds for removal of personal items. Check electric blanket are off.

### Linen

If the property includes linen and or bedding, if any is returned in an unreasonable condition (stained/soiled/damaged) or missing, then the cost to launder or replace will be charged.

### House Gas

If you change over the gas cylinder for the premises during your stay, please advise us so we can order another cylinder.

### BBQ

Please scrape and clean the BBQ prior to departure. Turn off BBQ gas after every use. If you need to swap/refill the BBQ gas cylinder please provide us with a receipt so we can reimburse you.

**Each property may also provide some additional guidelines (all standard and reasonable requests) to help respect and maintain their property.**

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## **Covid-19 Amendment**

**Covid Cancellation and Refund:** Due to the uncertainty of Covid-19 and restrictions, we have updated our Cancellation and Amendment terms to provide greater flexibility in these times: -

- If you are unable to attend due to current Covid-19 government regulations and/or enforced restrictions, you can postpone free of charge and reschedule to a more suitable date. Or if rescheduling is not suitable then we will arrange a refund (less any fees incurred by us).
- You have until 14 days prior to the booking date to postpone your booking for these reasons. Alterations less than 14 days are subject to our standard cancellation fees, and are subject to 100% of the total package.
- Rescheduling must occur within 2 weeks of your postponement, and you must stay within 12 months of your original booking. You will be required to sign a new booking agreement (without fees). Your original booking price and agreement will be honored.

**Covid Cleaning:** In response to Covid-19 requirements, we have put strict cleaning and hygiene procedures in place, to ensure the safety of guests, our staff, and property owners. Our cleaners are now required to clean and sanitise to meet COVID-19 guidelines. To assist can you please advise all attendees to follow the Covid-19 protocols and maintain good hygiene (such as washing hands regularly, washing dishes thoroughly, sanitising bench surfaces, social distancing etc).

We make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability with respect to guidelines. Our cleaners will endeavour to provide a clean and safe environment in accordance with these guidelines. However, any reliance placed on such information and processes is therefore strictly at own risk.

**Attendance:** In accordance with the current Victorian Government Covid-19 requirements, you must not exceed the maximum allowance of guests at each property. Prior to arrival you must provide a full list of all guest names and contact numbers. Please advise all guests not to visit if they are: -

- Feeling unwell with fever, cough, symptoms of Covid-19, or suspected to have Covid-19.
- Have come into direct contact with someone who has coronavirus.
- Have returned from overseas in the past 2 weeks.
- Are supposed to be self-isolating.
- From a Covid-19 hotspot or lockdown area (even within Australia).

**Spa or Pool:** If the property is equipped with a pool or spa, these are not accessible at the current time, and will remain closed, by government order.

**After departure:** If any guests test positive to Covid-19 within 2 weeks of departure, please ensure you contact us immediately so we can take the necessary action required.

**This Covid-19 Amendment will cease to exist when government restrictions on travel and social activities have been lifted. At this point our standard booking agreement will be reinstated.**

**We encourage you to visit the [Victorian Government DHHS website](#) for current restrictions and travel information.**

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