

The Cosy Cat Cottage Short Term Holiday Rental Agreement

Definitions:

"Booking or Stay" means the period for which the Guest/s have paid to stay at the Property. "Guest or Guests" means the person/s who makes the Booking and all related parties who stay at the Property during the Booking. "Management" means the Property Owners and Managers of the Property. "Visitor" means a person a Guest permits to visit the Property during the Booking period. "Property" means The Cosy Cat Cottage, 10 Boulton Terrace, Toowoomba City and all its fixtures, fittings and equipment.

1. Acceptance and Responsibility:

- Payment of the Booking deposit is required to confirm and secure a Booking and constitutes the Guests acceptance of this Short Term Holiday Rental Agreement.
- The Guests agree to make all related parties aware of this Agreement and that they are also bound by this Agreement.
- Guests agree that regardless of your length of stay there is no residential tenancy or other rights created under any Landlord or Tenant laws and there are no such laws that apply to your stay.
- Guests also agree Management has the right to terminate the Booking and evict the Guests should they breach this Short Term Holiday Rental Agreement.

2. Payments:

- The deposit amount is 50% of the total Booking amount.
- If check-in date is within 20 days at the time of Booking, then the full Booking amount is required.
- The property will remain available and Bookings are not confirmed until the deposit is received.
- Payment must be in Australian Dollars net of any bank or other transaction charges and made by the following methods: Visa, Amex, MasterCard, Bank Cheque or by Online Bank Transfer.
- Balance of the Booking amount (including refundable damage deposit if applicable) is due within 14 days prior to check-in. If not received, Management has the right to cancel the booking and attempt to re-let the property.

3. Cancellation or Variation:

- Cancellation within 30 days of check-in, a 100% refund will be provided.
- Cancellation within 14 days of check-in a 50% refund will be provided.
- Cancellation of any booking within 7 days of check-in, will result in 100% loss of booking amount.
- If a guest requests a variation to the Booking, which reduces the number of nights stay, this will be treated as a cancellation (in respect of those nights) and the above cancellation terms apply.



- Minimum night's stay policy is 2 nights (unless otherwise stated). No refund will be made for a variation to the extent that it breaches the minimum 2 nights stay policy.

4. Refundable Damage / Security Deposit:

- A refundable damage deposit payment maybe requested. Once the property has been inspected and deemed left in a similar state to check-in, it will be credited within approx 10 working days to the Guests designated payment method at the time of Booking.
- Guests are responsible for any damage, breakages, theft or loss caused to the property or its contents during their stay and must notify Management immediately should any occur. Management may recover these costs.

5. Pets:

- Pets are allowed by arrangement and must be agreed in writing with Management prior to payment. If agreed, a one off fee is applicable.
- Undeclared pets will be treated as a breach of this Short Term Holiday Rental Agreement and may result in an additional charge of \$50 and/or immediate Booking termination or eviction without refund.
- All pets should have current vaccination records available. Guests agree to take full responsibility for the welfare and safety of their pet and the welfare and safety of any persons that come in contact with the pet while on the property.
- An outdoor kennel is provided and the property is fenced.
- Pets are not permitted on beds or furniture. Evidence of pets having been on beds or furniture may incur extra cleaning and/or replacement cost charges.
- Pets are never to be left inside the property unattended.
- Guests agree to pay for any damage to the property caused by their pet during your stay.
- A poop scoop must be conducted prior to vacating the property.

6. House Rules, Code of Conduct and your Responsibilities:

- To maintain a good standard for our guests and neighbours, Management require all Guests to comply with the following. Management appreciates most Guests will respect the property and neighbours, but the occasional abuse requires compliance with the following.
- Guests must comply with all applicable House Rules, Code of Conduct and all instructions from Management concerning occupancy, property, health, pets, safety and quiet enjoyment of the Property and our neighbours. Breach of these House Rules is a breach of the of this Short Term Holiday Rental Agreement and may result in termination of the Booking without refund and immediate eviction.
- When Guests are absent from the Property, all windows and doors must be closed and locked to maintain security and prevent rain and water damage.
- Guests are responsible for ensuring their Visitors comply with these House Rules.



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- Guests are responsible for damage, breakages, theft and loss that may occur at the Property during their stay and must notify Management immediately. Management may recover the repair or replacement cost from the Guests.
- Management take no responsibility for the personal property of Guest's or their Vistors and recommend all Guests purchase travel insurance.
- Only the Guests nominated and agreed in the Booking may stay in the Property over night. Breach of this condition may result in additional charges and/or immediate Booking termination and eviction.
- Parties and Functions are strictly prohibited. Breach of this condition will result in immediate termination and eviction without refund and may incur additional charges for security, cleaning, garbage removal, wear and tear, repairs etc.
- All noise to cease between 10.00pm and 8.00am.
- Disturbance to our neighbours, including undue or excessive noise and continuously barking dogs are prohibited and may result in immediate Booking termination and eviction without refund.
- The price charged is for domestic use only and not commercial.
- Ellicit drugs or any illegal activity is prohibited on the property.
- Smoking is not permitted inside the Property and doors/windows should be closed to prevent smoke fumes entering the building.
- All linen, pillows, blankets and towels supplied by The Cosy Cat Cottage must be left within the cottage. Guests agree to pay for any damaged or missing items.

7. Departure:

- Checkout time is 10.00am. Breach of this timeframe will result in additional charges.
- Late checkout is by arrangement only and subject to availability. Late checkout fee's will apply.
- The property should be left in a similar state to its condition on arrival.
- 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.
- Failure to leave the property in a clean and tidy condition may incur additional cleaning charges, which will be deducted from the refundable damage deposit.
- All furniture must be left in the position on arrival.
- The property should be vacated on time and secured. All windows and doors are to be locked. All keys must be put back into the position as agreed with the property owner.
- Guests are responsible for the safekeeping and replacement cost of accommodation keys if lost.

8. Unavailability:

- Management will make every effort to ensure the property is available as booked. However Management reserve the right to make alterations to bookings due to unforeseen circumstances.



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- If the Property becomes unavailable due to unforeseen circumstances (eg. fire, storm, damage, etc) then Management will inform you immediately and any moneys paid will be refunded in full.

9. Problems or Complaints:

- In the case of any problem or complaint, Guests must inform Management at the earliest opportunity so Management has the opportunity to rectify the situation as quickly and efficiently as possible prior to Guests departure.
- Guests must allow repair/service people access to the property during reasonable hours.
- Any complaint, which cannot be resolved locally, must be notified in writing to Management prior to departure from the Property.
- Failure to follow this procedure this may hinder the ability of Management to rectify the problem or complaint and reduce or extinguish any claim Guests may have.
- Management is not responsible for any injuries, illness or accidents that may occur whilst staying at the property and recommends all Guests purchase travel insurance.

10. Variations to Terms and Conditions:

- Variations to this Short Term Holiday Rental Agreement may only be made by prior arrangements with Management in writing.