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TERMS AND CONDITIONS OF STAY

Reservations for short term holiday accommodation managed by Ray White Jervis Bay (“The Managers”) to which the following terms and conditions shall apply:

BOOKING INFORMATION

1.1 Availability of Property

The short term accommodation contract negotiated is made between the Guest and the Managers and is made on the understanding that the Property and its facilities as stated in the booking confirmation will be available as represented to the Guest.

Should any events whatsoever arise beyond the reasonable control of the Managers which render the Property uninhabitable (for example flood, fire, storm, tempest, etc) then the Managers may have to cancel the Guest’s booking for the property. Should such circumstances arise then the Managers will refund all monies paid by the Guest in respect of the Property.

Upon refund of the monies paid, the guest shall have no further claims whatsoever against the Managers.

1.2 Deposit/Bond

The accommodation booking will not be confirmed by the Managers until the Guest’s deposit payment is received and cleared.

1.3 Cancellation

Once your booking has been confirmed and receipted by the Managers your deposit is non-refundable unless the premises are rebooked for the entire period. If the Managers are able to rebook the premises a cancellation fee of \$50 will be charged. The \$60 booking fee is not refundable.

1.4 Changes to Holiday Bookings

Where possible, the Managers will accept certain changes to a booking after a booking has been confirmed with a deposit. Changes after the final payment has been made will only be possible under exceptional circumstances. In such cases an administration fee of \$50.00 may be charged.

1.5 Booking Confirmation

The rental contract is between the Guest and the Managers and is subject to the terms and conditions herein. The contract for accommodation shall not be effective until the Managers sends the Guest written confirmation of the booking.

1.6 Rental Contract

Once a Guest's booking has been confirmed, the Guest shall be responsible for payment of the total rent for the rental period and all extras (if any) as shown on the confirmation notice on or before the date or dates referred to in such notice.

1.7 Right to Refuse or Revoke Bookings

The Owner reserves the right to revoke or refuse to honour any property accommodation booking which may in the opinion of the Managers, (and at the Manager's sole discretion), be unsuitable for the Property.

1.8 Final Payment

Final payment is due on arrival during office hours (09:00 am – 5:00 pm Monday – Friday & 09:00 am – 3 pm on Saturdays excluding the December and January period. If you are not arriving during office hours, the bond and balance is required 24 hours prior to your arrival.

Final payment for December and January is due one month prior to commencement of your accommodation and this is automatically deducted from the credit card provided.

USE OF PELICAN VIEW PROPERTY

2.1 Description of the Property

All information in respect of the Property contained on the website and other material is believed to be correct at the time of its preparation, however all details contained therein are subject to change by the Manager without notice. The Manager will not accept any responsibility for any alterations to the Property or any part thereof and any liability for any matter or occurrences beyond the Manager's reasonable control including damage caused by extreme weather conditions, break down of appliances, wiring, plumbing, invasion of pests, or any act or omission on the part of the Manager's causing loss, accident or injury to the Guest or any one or more of them.

2.2 Representations

The Guest acknowledges that the Managers has used its best endeavours to describe the Property to the Guest within the limited extent of the communications between the Guest and the Managers and shall not be liable to the Guest in any respect should the Guest consider the Property to be unsuitable for any reason whatsoever. No responsibility, refund, or relocating for alleged misrepresentation can be accepted.

2.3 Guest's Obligations in Respect of the Property

The Guest shall be responsible for the Property during the Guest's stay. The Guest shall take all reasonable care of the property and at the end of the stay shall leave the Property including all utensils, fixtures, fittings and equipment on, in or about the Property in a clean and tidy condition. The Guest accepts responsibility for and agrees to indemnify the Managers against any loss or damage to the premises or contents during the guest's occupancy. The guest must report any damages, breakages or lost items including key immediately to the Managers.

2.4 Use of the Property

The premises are not to be used for commercial use/gain or any use other than stated in the contract. The property may not be used for any commercial purpose, party, gathering or any other function unless agreed prior to occupation. The property is not to be sub-let. In addition photos are not to be used for commercial purposes without prior written consent from the owners.

2.5 Guest Numbers

The Guest may only allow the Property to be occupied by the number of persons nominated in the Guest's application and under no circumstances shall the number of people occupying the Property be greater than that appearing on the Guest's application or the booking confirmation whichever is the lesser. The Managers reserves the right to refuse occupation of the Property to the Guest if the condition on the number of people intended to occupy the Property is not observed. The property is to be used for short-term residential accommodation only. Failure to comply will terminate this agreement.

2.6 Guest's Personal Belongings

All personal belongings, baggage, vehicles and other property of the Guest of any description shall be the risk of the Guest at all times and the property manager accepts no responsibility for any loss or damage thereto. Tenants are responsible for postage to return personal property which is hereby authorized to be deducted from the bond.

2.7 Smoking and Pets

There is strictly no smoking inside the house. You may smoke outside, however, all cigarette butts are to be placed in the external garbage bin.

Animals are strictly prohibited from inside and outside the property. Breach of lease will result in loss of total bond.

2.8 Privacy

Guests are requested to respect the privacy of occupants of adjoining property. All transactions between the Guest and the Managers are private and are not to be disclosed to other parties.

OCCUPANCY OF PELICAN VIEW

3.1 Check-In/Check-Out

Keys will be available from 4.30 pm and not before, during the months of December and January bookings only. All other months, check-in is from 2pm onwards. Check-out is strictly before 10.30am. Keys are to be returned promptly to the Manager's office. Failure to return keys to the office at 1/1 Burton Street Vincentia by 10.45 am will incur an extra night accommodation charge, which is hereby authorized to be deducted from the bond.

The Managers is authorized to spend the bond to cover damage or loss caused to the premises or contents during the guest stay.

All bond payments will be refunded in full by trust account cheque within 10 (ten) working days on the condition that there is no claim. A full cleaners report is given at the end of each tenancy. Under no circumstances will the bond be refunded upon departure

The key will strictly be available from 1:30 pm and not before, unless arranged and confirmed with the Managers (excluding December and January). If you are arriving outside office hours, please refer to your confirmation letter for the location of the keys.

The property is inspected after you vacate the premises. All occupants will be advised accordingly of any claim being made on their security bond. Bond will be claimed within 5 working days and be held in trust until final invoices for claims are received.

3.2 Linen & Housekeeping

Linen is provided, except for towels.

For short term bookings there is no housekeeping. For bookings longer than a week housekeeping services can be organized for an additional fee.

Additional items required for small children and babies, including portable cots and sheets, bottle sterilizers, high chairs are not supplied.

3.3 Garbage

Please wrap all garbage and place in the bins supplied. Shoalhaven City Council contractors collect garbage in the mornings. Please refer to the performer at the property which indicates collection day.

Excess garbage is guest's responsibility and must be disposed of before departure. Excess garbage fees will apply at minimum fee of \$35 – depending on the amount of garbage to be disposed of, which are hereby authorized to be deducted from the bond. If bins are full upon arrival, please notify Managers immediately.

Fish/Seafood must not be cleaned or scraps left on the premises.

3.4 Noise

No person on the premises shall be guilty of conduct that is a nuisance to neighboring occupiers. Excess noise is not permitted after 11 pm under any circumstance. Legislated noise pollution controls shall prevail.

3.5 Furniture

Furniture and internal furnishings and the art works are not to be moved or removed from the house. Only outdoor furniture is to be used outdoors.

3.6 Re-tuning of TV/Entertainment System

The attachment of electronic games and devices to the television/video system is not permitted. If retuning is necessary after such use, the Guest will be required to pay any costs incurred.

3.7 Breakages

The Guest is responsible for all breakages occurring during the period of occupancy of the Guest. The Guest is to reimburse the Managers for the replacement cost of all items broken during the term of the Guest's occupancy or missing at the conclusion of the Guest's occupancy. A schedule of the replacement cost of all items in the property is maintained by the Managers.

3.8 Vacating the Premises

It is the occupant's responsibility to ensure that the premises are in a clean and tidy manner and moving of furniture is strictly prohibited. Please ensure that all BBQ's and their utensils are cleaned and gas turned off. Extra cleaning and furniture moving charges will apply at \$35 per hour which is hereby authorized to be deducted from the Bond.