

EAGLE POINT COTTAGES TERMS & CONDITIONS

This Rental Agreement and Contract (the “Agreement”) is a legally binding agreement made and entered into as of the Reservation Date on your invoice by and between the undersigned person(s) or company (the “Guest”) and the undersigned owner, manager (“Eagle Point Cottages”), pursuant to which the Guest has agreed to rent the residence described below (the “Property”), for the duration of the Rental Term for the Total Rental Fee and other good and valuable consideration as described herein.

OCCUPANCY

Guest agrees that no more than the booked amount of persons shall be permitted on the Property at any time during the Rental Term, all of whom shall comply with the conditions and restrictions imposed upon Guest under this Agreement.

CONDITION AND USE OF PROPERTY

The Property is provided in “as is” condition. Eagle Point Cottages shall use its best efforts to ensure the operation of all amenities in the Property, such as internet access, TV access, Spa, fireplaces as applicable. Eagle Point Cottages 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. Guest acknowledges that use of amenities such as spas, fireplaces, decks, and the like may be potentially dangerous and involve potential risks if improperly used, particularly with regard to children and such use is at the Guest’s own risk.

Guest shall use the Property for residential 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 commit waste or nuisance on or about the Property.

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 and if any legal action is necessary, the prevailing party shall be entitled to reimbursement from the other party for all costs incurred.

ASSIGNMENT OR SUBLEASE

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 Eagle Point Cottages shall not be responsible or liable for any reason whatsoever.

Guest hereby covenants and agrees to indemnify and hold harmless Eagle Point Cottages and their agents, owners, successors, employees and contractors from and against any costs, damages, liabilities, claims, legal fees and other actions for any damages, costs, attorney's 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 hold Eagle Point Cottages harmless in all such cases.

RELEASE

Guest hereby waives and releases any claims against Eagle Point Cottages, 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.

ENTRY AND INSPECTION

Eagle Point Cottages reserves the right to enter the Property at reasonable times and with reasonable advance notice for the purposes of inspecting the Property or showing the Property to other authorised persons. If Eagle Point Cottages has a reasonable belief that there is an imminent danger to any person or property, Eagle Point Cottages may enter the Property without advance notice.

UNAVAILABILITY OF 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 Eagle Point Cottages, will apply due diligence and good faith efforts to locate a replacement property that equals or exceeds the Property with respect to occupancy capacity, location and value that meets the reasonable satisfaction of the Guest. If such replacement property cannot be found and made available, Eagle Point Cottages shall immediately return all payments made by the Guest, whereupon this Agreement shall be terminated and Guest and Eagle Point Cottages shall have no further obligations or liabilities in any manner pertaining to this Agreement.

GENERAL PROVISIONS

This Agreement contains the entire agreement between the parties with regard to the rental of the Property, and any changes, amendments or modifications hereof shall be void unless the same is in writing and signed by both the Guest and Eagle Point Cottages. This Agreement shall be governed by the laws of the Commonwealth of Australia. The words "Eagle Point Cottages" and "Guest" shall include their respective heirs, successors, representatives. The waiver or failure to enforce any breach or provision of this Agreement shall not be considered a waiver of that or any other provision in any subsequent breach thereof. If any provision herein is held invalid, the remainder of the Agreement shall not be affected. Any notice required to be given under this Agreement shall be in writing and sent to the contact information included herein. This Agreement may be signed in one or more counterparts, each of which is an original, but taken together constitute one in the same instrument. Execution of a digital signature shall be deemed a valid signature.

ADDITIONAL TERMS TO THE RENTAL AGREEMENT

In addition to the standard terms included herein, Guest acknowledges and agrees that the following additional Eagle Point Cottages terms & conditions apply to the Guest's rental of the Property:

GUEST RESPONSIBILITIES

Clause A:

1. All guests must conduct themselves in a proper manner so as not to cause a nuisance, including excessive noise, or interfere with the peace of neighbouring properties.

2. Unruly, loud or offensive behaviour will not be tolerated. If complaints are received this may result in immediate termination of the booking and loss of the unused balance of accommodation.
3. That the lessee is responsible for all other paid guests and shall not be guilty of misconduct and/or nuisance, and that any and all noise regulations and limits are adhered to.
4. That the number of occupants MUST NOT exceed the number of people booked to stay at the premises at any time.
5. Not to keep any animals or birds in a designated non-pet-friendly property and to advise us of the type and number of animals you intend to have stay at the specified pet-friendly property prior to booking. In Pet friendly cottage, Pets are not allowed on furniture, bedding, fixtures – an additional pet cleaning fee will be charged for any required, steam cleaning, laundering or damage caused by pets.
6. It is the guests' responsibility to maintain the cleanliness of the property during the lease period.
7. All guests are responsible for keeping the property secure during their stay and will be responsible for any theft or damage due to neglect in this area.
8. **DO NOT SMOKE INSIDE THE PROPERTY.**
9. Departing guests must leave the property clean and tidy. This includes washing, drying and putting away all dishes, emptying the dishwasher, emptying and cleaning of the refrigerator, oven/griller and microwave, cleaning of the BBQ, turning off all the lights and cooling/heating appliances. If the dishes are not washed, dried and put away, the dishwasher not emptied and/or the BBQ has not been cleaned (if a BBQ is provided) an automatic charge applies of \$45 per job to be completed.
10. Not to remove any of the furniture or effects from the premises, and return them to their usual position before departure.
11. Not to use beds and pillows without linen. That guests use linen (pillowcases, top and bottom sheets) on ALL BEDS and pillows used.
12. Not to leave rubbish and litter in the house or around the premises. That rubbish is placed INSIDE garbage bins on departure.
13. That the lessee must advise management of any breakages and faulty items or issues prior to departure.
14. That if any extra cleaning is required over the usual time cleaning takes due to the property being left in an unfit manner, then this cost will be deducted from the bond/credit card/deposit left and repair or replacement of any articles of furniture and effects or fittings that may become damaged or lost will also be deducted.

15. If using a wood fire, you will use every reasonable endeavour to ensure that the fire is made safe when leaving and not allow burning embers to damage any part of the property and its contents.
16. No candles are to be lit at the property, with the exception of birthday cake candles.
17. That ALL windows and doors must be locked on exiting the property, and the key returned as per instructions.
18. That all lights, central heating, heaters, gas fire, air conditioning and televisions must be turned OFF before departure.
19. The property is furnished to the owners' taste and style and Accommodated accepts no responsibility for any unmet expectations of the guest in respect of any design, quality or other aspects of the property.
20. Left items – if requested we will endeavour to recover and return items inadvertently left in a holiday property, but we take no responsibility for the recovery or return of these items. Postal return of items left behind will incur a \$20 handling fee + postage, payable prior to mailing. Any items not claimed within 14 days of departure will be donated to the local opportunity shop.
22. The guest agrees to let, use and occupy the property and its contents at his or her own risk and hereby releases to the maximum extent permitted by law the Agent (Eagle Point Cottages) and the owner of the property from any injury, liability, debt, loss, cost, delay, expense, however arising in the connection with the letting, use and occupancy of the property including by breach of contract, duty or statute. Further, the Guest shall indemnify the agent (Eagle Point Cottages) and the owner of the property against any claims made by any other person or entity in relation to the use and occupancy of the property.
23. The property is let for holiday accommodation purposes only and is not to be used for any other purpose including but not limited to commercial purposes, receptions or parties.
24. A \$45 Oven or BBQ cleaning fee will be charged for Ovens, BBQ's and Grills that have been used by you and are left dirty.
25. To accept full responsibility for any breakages, loss or damage caused to the property and/or its contents directly or indirectly caused by the guest, or by another guest during the occupancy and agrees to authorise Eagle Point Cottages to pay for any such breakages, loss, damage and all forms of cleaning (including but not limited to rubbish removal) of the property by deduction of the applicable amount from the Security Bond. Where the Security Bond is not sufficient to cover the cost of the payment required, the guest agrees to pay the balance of the payment within seven days of being notified in writing of the

payment required by Eagle Point Cottages. After costs, if there's any remaining Bond money, it will be refunded to the guest.

26. Eagle Point Cottages reserves the right to terminate the agreement if these conditions are not met.

27. By the act of making a booking with us and paying the rental fees, you are deemed to have read, understood and agreed to the terms as specified above.

FINES AND EVICTION CAN OCCUR IF THESE TERMS AND CONDITIONS ARE NOT ADHERED TO.

TARIFFS

Clause B:

PLEASE NOTE: ALL ONLINE INSTANT BOOKINGS REQUIRE FULL PAYMENT (INCLUDING THE REFUNDABLE SECURITY BOND) AT THE TIME OF BOOKING.

SECURITY BOND – is \$200 or 10% of total booking whichever is greater.

For Bookings that come from an enquiry, the following payment rules apply. The base rate inclusion rules apply for all properties and bookings:

1. Please note the base rate inclusion price of the number of guests for the property you are booking as extra guests beyond this number incur fees per guest, per night.

2. Pets incur a fee at pet-friendly properties. (please advise, so we can add your pet/s to the booking as this facility isn't available online)

3. We accept Visa and MasterCard payment only. (AMEX and Diner's Club are not accepted)

4. No bookings are confirmed unless a deposit payment is received.

5. All bookings require a minimum credit card deposit of 50% to secure a booking.

6. The full balance is required by 14 days prior to your stay.

7. Bookings made within 14 days of intended stay are required to be paid in full.

8. Deposits are non-refundable.

9. Your credit card is kept on file and will be debited for any damages caused to the property or its contents by you or your group.

10. Extra unpaid guests that stay and are above the base rate inclusion for that property will be charged for at the advertised rate.

11. Any extra cleaning that is due to your neglect of the property and leaving behind of excessive rubbish will incur extra charges as per our terms & conditions.

12. Credit card information is deleted once the property has been cleared of any issues pertaining to your stay.

CANCELLATION POLICY

Clause C:

1. Greater than 30 days to the booking arrival date, you will forfeit 100% of your deposit. (50% of full tariff)
2. 30 days or less to the booking, you will forfeit 100% of your total accommodation cost. (100% of full tariff)
3. If you shorten your stay within 30 days to the booking, the full rental amount must be paid. (100% of full tariff)
4. Shortened stay – the unused portion of rental is non-refundable.
5. All bookings are made in good faith by Eagle Point Cottages, however, in rare circumstances beyond our control, bookings may be subject to change or cancellation.
6. In the event that a booking is to be changed or cancelled for whatever reason, Eagle Point Cottages will attempt to notify the guest as soon as possible and will use reasonable endeavours to arrange alternative accommodation or alternative booking dates for the guest to let the premises.
7. If alternative holiday accommodation or alternative dates cannot be arranged, any monies paid by the guest will be refunded and no other claim, right, action or demand shall exist in, or be made by either party.
8. All cancellations by the guest must be communicated in writing to Eagle Point Cottages via email stay@eaglepointcottages.com.au prior to the commencement of the Reservation.
9. If a cancellation is made by the guest prior to the commencement of the Reservation and Eagle Point Cottages receives a new booking for the same period and value of the cancelled Reservation, Accommodated will refund all monies paid by the guest minus an administration fee of \$75 and associated credit card fees.
10. If the property is not re-let for the same period of the cancelled reservation, Eagle Point Cottages will retain all monies paid.
11. No refund is made on the unused portion of rent, if guests vacate the property prior to their confirmed departure date.

ARRIVAL & DEPARTURE TIMES

Clause D:

1. Arrival time is from 3:00pm on the day of arrival and check-out is strictly 10:00am on the day of departure. (unless a prior arrangement has been made with Eagle Point Cottages)

2. A late departure fee of 50% of the Security Bond (will apply to guests who do not vacate by the booked departure time and/or delay our cleaners.
3. Only one set of keys will be provided to the guest.
4. Lost keys will incur a replacement fee of \$50.

FAULTS OR PROBLEMS

Clause E:

1. Guests must inform us immediately of any damage or breakages of the property and its contents, via text or email: stay@eaglepointcottages.com.au
2. Guests must inform us immediately upon arrival if the property is not clean or satisfactory, otherwise, they are deemed to have accepted the property in the condition of arrival. If a property is reported as dirty, Eagle Point Cottages reserves the right to inspect and have the property cleaned as soon as possible.
4. Eagle Point Cottages will accept no responsibility for any inconvenience with machinery breakdown. The managers best endeavours to repair, replace or hire an alternative will be undertaken.
5. Should a tradesperson be sent out to a property, at a guests' request, to carry out a repair/inspection that was unnecessary, the cost for the callout will be at the guests' expense and debited from the Security Bond.
6. Eagle Point Cottages reserves the right to inspect the property at any time, without notice, if there is any belief that there has been a breach of these terms and conditions.

DISCLAIMER

Eagle Point Cottages has endeavoured to maintain the accuracy of the content displayed in its website and OTA channels. However, from time to time, certain aspects of the content may have errors due to circumstances beyond our control. Eagle Point Cottages takes no responsibility for errors that third party OTA's or website hosts are responsible for.

LINEN

Quality linen is provided for all bookings.

Pillowcases, top and bottom sheets, bath and hand towels, bath mats and tea towels.

Blankets, quilts and pillows are also provided as standard.