



## HOLIDAY RENTAL AGREEMENT FOR TRELAWNEY BEACH HOUSE TERMS AND CONDITIONS

### PART 1 – SURVEILLANCE DISCLAIMER AND DEEMED CONSENT

#### **24-HOUR VIDEO AND AUDIO SURVEILLANCE IS OPERATING AND RECORDING AT TRELAWNEY BEACH HOUSE.**

PLEASE NOTE THAT FOR YOUR SAFETY AND SECURITY, AND FOR THE SAFETY AND SECURITY OF OUR PROPERTY, 24-HOUR VIDEO AND AUDIO SURVEILLANCE SYSTEMS ARE INSTALLED AND RECORDING AT THE FRONT ENTRANCES AND CARPORT OF TRELAWNEY BEACH HOUSE. THE SURVEILLANCE SYSTEMS DO NOT RECORD FOOTAGE INSIDE THE HOUSE BUT MAY PICK UP CONVERSATIONS INSIDE THE HOUSE IF DOORS OR WINDOWS ARE OPEN.

BY ATTENDING TRELAWNEY BEACH HOUSE, YOU:

- (a) ACKNOWLEDGE THAT VIDEO AND AUDIO SURVEILLANCE IS RECORDING AT TRELAWNEY BEACH HOUSE AND THAT THIS SURVEILLANCE SYSTEM IS NECESSARY TO PROTECT YOUR SAFETY AND OUR PROPERTY.
- (b) ARE DEEMED TO HAVE PROVIDED US WITH YOUR VOLUNTARY CONSENT TO:
  - i. MAKE AND MAINTAIN A VIDEO AND AUDIO RECORDING OF YOU DURING YOUR TIME AT TRELAWNEY BEACH HOUSE;
  - ii. USE THAT VIDEO AND AUDIO RECORDING TO MONITOR YOUR BEHAVIOUR DURING YOUR STAY AT TRELAWNEY BEACH HOUSE; AND
  - iii. UNDER CERTAIN CIRCUMSTANCES, PROVIDE THAT VIDEO AND AUDIO RECORDING (IN WHOLE OR IN PART) TO THE POLICE OR OTHER AUTHORITY, AIRBNB AND/OR STAYZ.
- (c) ACKNOWLEDGE THAT, TO THE EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE SUFFERED BY YOU IN CONNECTION WITH THAT VIDEO AND AUDIO RECORDING.

### PART 2 – TERMS AND CONDITIONS

#### 1. General

These Terms apply to all bookings at Trelawney Beach House. By making a booking with us, you acknowledge that you have read and that you agree to be bound by these Terms. We reserve the right to vary these Terms at any time by posting an updated version on our Website.

You agree that you are responsible for the behaviour of all Guests and visitors to Trelawney Beach House during your stay.

You warrant that you have provided all of your Guests and any person who visits Trelawney Beach House during your stay with a copy of these Terms prior to their attendance at Trelawney Beach House, and that each of them have read and agree to be bound by these Terms.

## **2. Making your booking**

Bookings for Trelawney Beach House can be made online via the Website, [airbnb.com.au](https://airbnb.com.au), [stayz.com.au](https://stayz.com.au) and other third party booking sites, or otherwise by calling or emailing us directly.

All bookings are subject to availability, and will not be finalised or binding on us until payment of the required deposit has been made and we have provided you with written confirmation of your booking. When making a booking, please ensure that all details you provide are correct. When you receive our written confirmation, please ensure that all details recorded are correct. It is your responsibility to notify us of any required correction to your booking details as soon as possible.

We reserve the right to refuse any booking prior to issuing our written confirmation. In the event that we do so, we will promptly refund all amounts paid by you.

You agree to provide a copy of your credit card and passport or drivers' license to us prior to your arrival at Trelawney Beach House, where requested.

You agree that we may charge the balance of your booking to your credit card 30 days prior to your stay.

## **3. Number of Guests**

Unfortunately, we cannot generally accommodate more than 12 persons at Trelawney Beach House at any one time. Unless otherwise agreed by us, the total number of persons attending Trelawney Beach House during your stay must not exceed the amount agreed to at the time of your booking. For the avoidance of doubt, you must seek and obtain our prior consent in order to host any additional visitors at Trelawney Beach House during your stay.

Where we agree that you can host additional visitors at Trelawney Beach House during your stay, those visitors are not permitted to be in attendance at Trelawney Beach House between 10pm and 8am.

Where the number of persons who attend Trelawney Beach House during your stay exceeds the number agreed by us, an additional \$500 per person per night may be deducted from the Security Bond which has been pre-authorised on your nominated credit card, or otherwise charged to your nominated credit card.

Where the number of persons who visit Trelawney Beach House during your stay exceeds 12 persons, or otherwise the number otherwise agreed by us, we reserve the right to remove you and your Guests from Trelawney Beach House immediately or refuse you and your Guests entry to Trelawney Beach House, and you will not be entitled to a refund for the Booking Fees that you have paid.

## **4. Paying for your booking**

### ***Direct bookings***

When you book Trelawney Beach House via our Website or otherwise with us directly, a deposit of 50% of your total Booking Fee must be made at the time of booking. You must pay the balance of the total Booking Fee at least 30 days prior to the date of your arrival. As set out above, you consent to this amount being deducted from the credit card that you have provided to us.

If we have not received payment of your Booking Fee in full on or before the due date, you agree that we may cancel your booking without further notice to you and retain the deposit that you have paid as compensation for our loss incurred as a result of this cancellation.

For more information about cancellations and when you will be entitled to a refund of your Booking Fees, please refer to section 8 below.

### ***Bookings made through Airbnb or Stayz or other booking sites***

Please note that where you make a booking via [airbnb.com.au](https://airbnb.com.au), [stayz.com.au](https://stayz.com.au), or other booking sites, you will be subject to any terms and conditions of the relevant booking site.

## 5. Booking rates

The 'per night' rates for Trelawney Beach House as listed on our website from time to time are expressed in Australian Dollars and are inclusive of GST (if applicable). These rates are variable and subject to change without notice.

Please note that the total Booking Fees for your stay at Trelawney Beach House are not confirmed until payment of the required deposit has been made.

We reserve the right to require a minimum length of stay for all bookings. The details of any minimum stay requirements will be as specified at the time of your booking.

## 6. Children

Please note that unfortunately, unless otherwise agreed by us, children under the age of 3 years old are not permitted to stay at Trelawney Beach House.

You acknowledge that Trelawney Beach House may not be suitable for children and agree that any children staying at or visiting Trelawney Beach House during your stay must be accompanied by an adult at all times.

## 7. Payment of Booking Fees and Security Bond

Booking Fees may be paid by way of credit card, Visa, MasterCard, AMEX or via direct deposit or bank transfer, where arranged ahead of time. All payments must be made in Australian Dollars, net of all bank or other transaction charges.

Unless otherwise stated, a credit card pre-authorisation of \$2,000.00 is required when you book Trelawney Beach House, to cover the costs of any additional charges and any damage which occurs to Trelawney Beach House during your stay (**Security Bond**). We reserve the right to ask for a larger Security Bond for large groups or where bookings are made for approved events.

You agree that the Security Bond (less any additional charges or damage costs) will be released within 7 days of your departure. You consent to us charging additional charges incurred as a result of your failure to comply with these terms or damage to Trelawney Beach House charged to your nominated credit card.

## 8. Cancellations and making changes to your booking

### ***If you cancel or amend your booking***

If you need to cancel or make changes to your booking, you must telephone us on the number shown on our written confirmation, or contact us via the email address shown on our written confirmation, as soon as practicable.

Please note that rescheduling of bookings is at our discretion and we cannot guarantee that we will be able to reschedule your stay to a date of your choosing.

Please also note that if you opt to call to inform us of a cancellation, you must also confirm your cancellation in writing by emailing the address shown on our written confirmation. Your cancellation will not take effect unless and until we receive written confirmation from you.

If you cancel your booking more than 8 weeks prior to the date of your arrival at Trelawney Beach House, 50% of your total Booking Fee will be forfeited and will not be refunded.

If you cancel your booking less than 8 weeks prior to the date of your arrival at Trelawney Beach House, all amounts paid by you prior to your cancellation will be forfeited and will not be refunded and the balance of your Booking Fee will become immediately due and payable.

### ***If we cancel or change your booking***

In the unlikely event that we need to make changes to your booking, we will contact you as soon as reasonably practicable, to inform you of the change or cancellation.

You may cancel your booking by providing written notice to us within 10 days of notice of the changes being given by us to you. If you do not cancel your booking within 10 days, you will be deemed to have accepted the changes to your booking.

In the unlikely event that we need to cancel your booking, we will contact you as soon as reasonably practicable, to inform you of the change or cancellation and will promptly refund all amounts paid by you prior to our cancellation.

## **9. Security and surveillance at Trelawney Beach House**

Please note that for your safety and security, and for the safety and security of our property, we have 24-hour video and audio surveillance systems installed and recording at the front entrance of Trelawney Beach House and in the carport. Our surveillance systems do not record any video or audio in any inside areas at Trelawney Beach House. However, excessively loud conversations inside the house may be inadvertently picked up by our surveillance system if doors and windows are open.

Please also note that we engage a third-party security company to monitor your and your Guests' behaviour during your stay at Trelawney Beach House. The security company is responsible for enforcing local law, including noise levels, and acting on our behalf in relation to any matters regarding your and your Guests' behaviour, including but not limited to any noise complaints.

A call-out fee of up to \$80 (per call-out) will apply where we or our third-party security are required to attend at Trelawney Beach House during your stay. Any applicable call-out fees will be deducted from the Security Bond which has been pre-authorised on your nominated credit card.

Please see section 17 for more information in relation to our guest behaviour standards.

## **10. Check in & check out**

Check-in is available from 3:00pm on the date of your arrival. You must check-out by 12:00pm on the date of your departure.

Requests for an early check-in or a late check-out must be made prior to the date of your arrival. Whilst we will make every effort to accommodate your needs, early check-in or late check-out times are subject to availability and will be agreed at our discretion. In some circumstances, early check ins and late check outs will attract an additional fee, to be determined by us on the basis of the timing of your departure. This additional fee will be charged to your nominated credit card or deducted from the Security Bond which has been pre-authorised on your nominated credit card.

If your arrival will be delayed, you must contact us via the telephone number or email provided on your written confirmation, to ensure that alternative arrangements can be made directly. If you fail to do so you may not be able to gain access to Trelawney Beach House. If you fail to arrive by midday on the day after the first day of your booking, and you do not advise us of your anticipated late arrival, we may treat the booking as having been cancelled by you.

## **11. Cleaning**

You must keep and leave Trelawney Beach House, including but not limited to the facilities, all outside areas, furnishings, kitchen equipment, crockery, glasses, bedding and towels, supplied equipment (for example, electrical equipment, white goods, bicycles, electric bicycles, beach equipment, pool equipment, etc.) clean and in good condition.

On departure, you must ensure that:

- all food has been removed from refrigerators;
- all rubbish is taken outside and placed in the correct bins provided;
- the council rubbish bins are placed on the kerb for collection;
- all crockery and cutlery has been washed and packed away;

- all air conditioning systems and heaters are turned off;
- lights are turned off;
- all alarms are activated;
- all umbrellas and awnings are down and secured;
- all pool toys and floats are deflated;
- all electric bicycles are plugged into chargers and locked;
- all internal doors are shut; and
- all windows and external doors are locked.

An additional fee of up to \$150 for additional rubbish removal will be deducted from the Security Bond which has been pre-authorised on your nominated credit card where we are required to arrange for the local Council to pick up additional rubbish outside of the normal schedule.

In the event that you fail to do any of the above, an additional cleaning fee of up to \$150 per hour of cleaning required may apply. This additional fee will be deducted from the Security Bond which has been pre-authorised on your nominated credit card.

It is your responsibility to immediately notify us of any issues with Trelawney Beach House, including in relation to the supplied equipment. Where you have notified us of an issue, we will attempt to rectify that issue during your stay. However, please note that this is not always possible.

## **12. Use of the pool and spa**

As per Council By-Laws, the Pool and Spa must not be used between the hours of 11.00pm and 7.00am.

You must turn off the spa after each time it is used at the control panel in the kitchen, and you agree not to alter any settings on the spa control panel other than to turn the spa on and off as instructed.

## **13. Smoking, vaping and pets**

Smoking and vaping inside Trelawney Beach House are strictly prohibited.

If you or your guests smoke or vape outside, all windows and doors to Trelawney Beach House must be closed and all cigarette butts must be extinguished and placed in the outdoor rubbish bins provided.

Pets are not permitted at Trelawney Beach House.

In the event that you or any of your Guests smoke inside Trelawney Beach House, or bring pets or animals onto the premises, an additional fee of up to \$150 per hour for specialised cleaning will be deducted from the Security Bond which has been pre-authorised on your nominated credit card.

## **14. Lockouts and loss of keys**

If you lose or damage any keys to Trelawney Beach House (including but not limited to key cards, remote controls and bicycle locks), you will be charged a replacement fee of up to \$200. A call-out fee of up to \$500 will also apply where we are required to attend at Trelawney Beach House or provide a locksmith. Any applicable key replacement or call-out fees will be deducted from the Security Bond which has been pre-authorised on your nominated credit card.

## **15. Personal belongings**

You must take all reasonable steps to safeguard your personal property during your stay at Trelawney Beach House. We recommend that you (and all of your Guests) purchase comprehensive travel insurance to cover any loss or damage to personal belongings during your stay at Trelawney Beach House.

Unless otherwise required by law, we will not be liable for any loss or damage to your (or your Guests') personal property during your stay at Trelawney Beach House.

#### **16. Functions/events**

You must not host any function, party or event at Trelawney Beach House without our prior written consent. This will include, but not be limited to, any schoolies, bucks or hens parties taking place at any time during your stay.

Consent is at our discretion and may be subject to additional booking fees and the payment or pre-authorisation of an additional security bond. If we consent to any function, party or event at Trelawney Beach House, our consent is subject to your (and your Guests') compliance with the guest behaviour standards as set out in these Terms.

#### **17. Guest behaviour**

We ask that you consider neighbouring properties during your stay at Trelawney Beach House.

You must ensure that any noise will not cause disturbance to neighbouring properties. All noise which is audible from outside Trelawney Beach House (including any music) must be turned off between 11pm and 7am. Excessive noise, including but not limited to loud music and any other disturbance to our neighbours is strictly prohibited at all times.

In the event that a noise complaint is received from our neighbours, security or police are called by our neighbours in relation to noise or any other disturbance; or we otherwise discover that there is excessive noise, we reserve the right to ask you to leave Trelawney Beach House as soon as possible. You will not be entitled to a refund for the Bookings Fees that you have paid, and the Security Deposit will be charged to your nominated card. Additional charges may also apply.

We remind you that our top deck areas are exposed and overlooked by neighbours to the rear who have proven to be sensitive to noise and intolerant of disturbance.

##### ***Mornington Peninsula Shire Council Code of Conduct***

Please note that we are subject to the Mornington Peninsula Shire Council's Short Stay Rental Accommodation Local Law (linked here: <https://www.mornpen.vic.gov.au/files/assets/public/new-website-documents/about-us/laws-amp-regulations/short-stay-rental-accommodation-local-law-2018-adopted-24-april-2018.pdf>), which provides guidance on the require standards for operation short stay accommodation in the area.

You acknowledge and agree that you and your Guests have read and agree to be bound by the Mornington Peninsula Shire Council Code of Conduct ***attached*** to at Part 3 of these Terms.

#### **18. Commercial use of Trelawney Beach House**

Unless we otherwise agree, commercial use of Trelawney Beach House is strictly prohibited. You acknowledge and agree that, to the full extent permitted by law, we are not liable for any business or other losses incurred by you as a result of or relating to your commercial use of Trelawney Beach House.

#### **19. Photography**

While we are more than happy for guests to take photographs and videos for their own personal purposes, any commercial photoshoots at Trelawney Beach House are prohibited unless we have provided our prior written approval.

All filming and photography requests must be sent to us prior to the date of your arrival and will be subject to our discretion and additional fees.

Failure to obtain our prior consent in relation to commercial photography or videography at Trelawney Beach House will amount to a breach of these Terms.

## **20. Breakages and damage**

In the event that any part of Trelawney Beach House, including all communal and external areas, as well as any furniture, furnishings, equipment, appliances or household items are damaged or broken during your stay, an amount equal to the repair or replacement cost for the damaged goods will be deducted from the Security Bond which has been pre-authorized on your nominated credit card, or otherwise charged to your nominated credit card.

You must notify us immediately upon becoming aware of any damage to Trelawney Beach House or its furniture, furnishings, equipment, appliances or household items.

You agree to allow us or any representative, employee, contractor or agent of ours (including our third party security) access to Trelawney Beach House at any reasonable time during your stay, for the purpose of assessing any breakage or damage, conducting repairs; or any other reasonable purpose.

You must not remove any item from Trelawney Beach House that does not form part of your own personal belongings. If any items are missing from Trelawney Beach House after your departure, the cost of replacement will be deducted from the Security Bond which has been pre-authorized on your nominated credit card, or otherwise charged to your nominated credit card.

You must not alter, move or rearrange any furniture, fixtures or fittings in Trelawney Beach House without our prior consent, other than outdoor furniture which (if moved) must be returned to its original position prior to your departure from Trelawney Beach House.

You must not tamper or interfere with any locks or locked spaces within Trelawney Beach House, including but not limited to cupboards and drawers. If any locks or locked spaces are discovered to have been interfered or tampered with, the cost of any damage caused or call-out required as a result will be deducted from the Security Bond which has been pre-authorized on your nominated credit card, or otherwise charged to your nominated credit card.

## **21. No tenancy**

You agree that regardless of the length of your stay at Trelawney Beach House, you are not a tenant of Trelawney Beach House and will have no rights in relation to tenancy.

## **22. Breach of Terms and Conditions**

In the event that you or one of your Guests breach any of these Terms, the total loss or damage that we suffer as a result of that breach will be deducted from the Security Bond which has been pre-authorized on your nominated credit card, or otherwise charged to your nominated credit card. Where the total loss or damage exceeds the amount of the Security Deposit, you authorise us to deduct the balance directly from your nominated credit card.

In the event of breach during your stay, we reserve the right to remove you and your Guests from Trelawney Beach House or to refuse future entry onto Trelawney Beach House.

## **23. Force Majeure/Changes beyond our control**

To the full extent permitted by law, you agree that we are not liable for any injury, damage, loss, additional expenses or disruptions including cancellations and rescheduling of bookings to the extent that they are beyond our reasonable control.

## **24. Liability**

Nothing in these Terms will have the effect of excluding or limiting any of our liability at law, including under the Australian Consumer Law, and these Terms should not be interpreted as having the effect of excluding, restricting or modifying the application of any State or Federal legislation applicable to the sale of goods and services which cannot be excluded, restricted or modified.

## 25. Definitions

In these Terms:

- **Booking Fee** means the total cost for your stay at Trelawney Beach House and includes any applicable GST, but does not include the Security Bond.
- **Guests** means any person who accompanies you during your stay at Trelawney Beach House, whether or not they spend a night at Trelawney Beach House.
- **Security Bond** has the meaning given at section 7.
- **Terms** means these Terms and Conditions, as updated from time to time.
- **Trelawney Beach House** means the property owned and operated by us and known as Trelawney Beach House
- **we, us and our** means Trelawney Beach House ABN 96 676 469 639.
- **Website** means <https://www.trelawneybeachhouse.com.au/>
- **you and your** means the person named in the booking information provided to us.

## 26. Complaints

Every effort has been made to ensure that you have an enjoyable and memorable holiday at Trelawney Beach House. If however, you have any cause for complaint, it is important that remedial action is taken as soon as possible.

It is your responsibility to contact us via the telephone number or email made available on your written confirmation if any problem arises, so that we can resolve it quickly.

If any complaint or issue cannot be resolved during your holiday, you must provide us with full details of the issue within 28 days of the end of your stay.

## 27. Governing law

The laws of Victoria and Australia from time to time govern these Terms and we each agree to the exclusive jurisdiction of the courts and tribunals of Victoria, the Federal Court of Australia, and of the courts entitled to hear appeals from those courts and tribunals.



# Short Stay Rental Accommodation

## Important visitor information

Welcome to the beautiful Mornington Peninsula, we sincerely hope you enjoy your stay. This property is registered under the Mornington Peninsula Shire Short Stay Rental Accommodation Local Law. Guests of this property must ensure they read and follow the requirements of the Code of Conduct during their stay.

### The Code of Conduct requires guests to:

- Behave responsibly during your stay. Loud yelling, screaming, cheering and aggressive behaviour is NOT acceptable and may result in the early termination of your stay if a complaint is received by Council
- No additional accommodation is permitted on site such as tents, caravans, campervans
- Do not use outdoor areas for activity between 11.00 pm to 7.00 am
- Place all waste into the bins provided prior to leaving
- Park all vehicles within the property boundary. Occupant and visitor cars cannot be parked out on the street or on nature strip areas
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### Additionally, the Owner of this property requires you to:

- There is to be no unacceptably loud music or noise at any time during the day or night
- Strictly no parties of any kind (includes no Bucks, Hens, Schoolies)
- Adhere to a maximum of 12 people sleeping at the property and any extra guests visiting the property must be declared and permission given in writing by the owner prior
- No smoking within the house
- As per council rules, the Pool and Spa are not to be used between the hours of 11.00pm to 7.00am

- As per council rules, no audible noise, including music, is to be heard outside between the hours of 11.00pm to 7.00am
- Turn off the spa after each time it is used at the control panel in the kitchen – do not leave it running
- Do not alter any settings on the spa control panel other than to turn the spa on and off as instructed
- Place the council rubbish bins to the kerb for collection on Sundays before departure
- Leave the house clean, neat and tidy including all dishes cleaned and put away
- Abide by the Trelawney Beach House Terms and Conditions as outlined above and posted on the Trelawney Beach House website.

**Please be mindful while enjoying your stay that surrounding neighbours live in this community and are entitled to peace and amenity in their residential area, thank you.**

A serious breach of the Code of Conduct may result in the termination of your rental agreement and require you to immediately vacate the property.

**Further information can be found at [www.mornpen.vic.gov.au/shortstay](http://www.mornpen.vic.gov.au/shortstay)**