

## Terms and Conditions

### **CREDIT CARD PRE-AUTHORISATIONS: (Security Bond)**

Sunburst Holidays pre-authorises all credit cards up to three days prior to arrival to check for validity and sufficiency of funds. Pre-authorised cards are held as security for your reservation and may be utilised for any applicable charges, including cancellation, excess cleaning charges, damages and non-arrival fees. The pre-authorised amount is set aside by the credit card company and may affect the available funds balance or spending limit. Pre-authorised amounts are: 1, 2 or 3 bedroom \$200, 4 bedroom+ \$500 bond. Please note that Casa Corallo has a \$500 bond.

#### **Your obligations under the security bond potentially include:**

- 1. damage to the property or furnishings, repairs and/or replacement of items, and breakages**
- 2. excess cleaning due to leaving the house in an unreasonable state**
- 3. repositioning moved furniture**
- 4. overloading the house with excess guests**
- 5. having pets at the house without permission**
- 6. production of an excessive or unreasonable amount of rubbish**
- 7. lost keys and/or garage/alarm remotes**
- 8. late departure**
- 9. noise complaints**
- 10. any other losses sustained by the owner of the Property as a direct or indirect consequence of the actions of you or your guests**

**We are not obliged to inform you before we make any charges against your credit card, if you are in breach of the above obligations.**

### **CREDIT CARD TRANSACTION FEE:**

Payments by credit card will incur a transaction fee reflecting bank charges incurred by Sunburst Holidays for card payments. Current fees are 2% for Visa and Mastercard. Fees are subject to change and applicable fees will be confirmed at time of payment. Payments by cash, Eftpos, BPay and bank transfer do not incur transaction fees.

## **PART 1 - Cancellation Policy**

### **1.1 A Deposit of 50% is required to secure all bookings.**

### **1.2 Notice required for cancellations or changes.**

a) Cancellations or changes are subject to 28 days notice to receive a refund less \$60 administration fee per house/apartment. If you cancel within 28 days of arrival you will forfeit your total deposit. All bookings: Credit card surcharges and \$30 booking fee are non-refundable.

Christmas (Dec-Jan), Easter Weekend & long weekends.

Total balance on accommodation must be paid 28 days prior to arrival.

For the Xmas (Dec-Jan), Easter school holidays & long weekends NO cancellations are allowed. If you book for these periods and have to cancel your booking for any reason you will forfeit your total deposit paid. If you cancel within 28 of arrival you will forfeit the total amount of your accommodation.

### **1.3 Group Bookings**

For all group bookings of 3 or more apartments 28 days notice of cancellations or changes is required to receive a refund less \$60 administration fee per apartment. If you cancel within 28 days of arrival you will forfeit the total deposit paid for each apartment cancelled. If only some apartments are cancelled the deposit cannot be transferred onto remaining apartments, this deposit will be forfeited. For group booking during Xmas, Easter or long weekends refer to above policy for these dates.

### **1.4 Early Departures & No Shows**

No refunds will be given if you decide to leave earlier than your departure date once you have checked in. No refund will be given if upon arrival you decide not to stay or you do not show up for your booking.

### **1.5 ALL BOOKINGS**

Bookings fee (\$30) and any credit card processing fees are non refundable.

### **1.6 Issuing Refunds**

a) All refunds have to be issued back to the person who paid the original amount. We can not issues refunds to anyone other than the individual or company who paid the amount initially.

b) Refunds are only issued monthly. They will be issued within 5 working days of the end of each calendar month for refunds processed within that month.

c) All bookings are subject to the above outlined notice periods in order to be considered for a refund of the amount paid less any admin fees, booking fees and credit card processing fees.

## **PART 2 - Terms & Conditions/House Rules for Guests and Visitors**

### **2.1 General requirements**

Guest and Visitors must comply with all House Rules, By-Laws and instructions from the Manager and security services during their stay; and

b) Guests must notify the Manager of any disputes or complaints from neighbours as soon as is practicable.

c) Sunburst Holidays do not permit under 18's unless authorised by the manager

d) We do not allow Schoolies bookings in any of our properties. If you make a booking and fail to disclose or try to mislead us as to the nature of your stay and it is found that you are a Schoolies guest or group you will be evicted without refund. Please do not book with us if you are travelling for Schoolies.

d) Guest must comply with any instructions from the Manager, staff and security services during their stay; and

e) Sunburst Holidays or its nominated security firm reserves the right to evict guests from the property if any of the house rules are breached. If evicted due to breaching the above, no monies shall be refunded and you will be charged a security call out fee of \$180 in addition to the money you have forfeited on your reservation.

### **2.2 Noise and Residential amenity**

a) Guests and Visitors must not create noise which is offensive to occupiers of neighbouring properties especially between 10pm - 8am and during arrival and departure at any time throughout the occupancy;

b) Offensive noise &/or language is prohibited and may result in termination of permission to occupy the Property, eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from Security Deposit or Bond under the Terms and Conditions; and

c) Guests and Visitors must not engage in anti-social behaviour and must minimise their impact upon the residential amenity of neighbours and local community.

d) If we are called out to respond to a noise complaint from neighbouring properties a call out fee of \$180 will be charged. We will attempt to ring first but if you do not answer the number provided with your booking a call out will be dispatched.

### **2.3 Visitors**

- a) The maximum amount of visitors allowed at any one time is 4. Permission must be obtained from management for any more than this.
- b) Guests are responsible for ensuring the limits set on Visitor numbers is complied with at all times; and
- c) Guests are responsible for ensuring that Visitors comply with these House Rules.

### **2.4 Gatherings or functions- Schoolie's, Bucks, Hens, Parties, Wedding Receptions**

- a) The Property is not a “party house” and any such activities are strictly prohibited. Functions are strictly not allowed.
- b) Any gathering, celebration or entertainment permitted at a Property must not conflict with residential amenity and must comply with all the other requirements.
- c) All guests must have departed the property by 10pm.
- d) If we are called out to respond to a noise complaint from neighbouring properties a call out fee of \$180 will be charged. We will attempt to ring first but if you do not answer the number provided with your booking a call out will be dispatched.

### **2.5 Parking**

- a) Guests and Visitors are to comply with parking regulations and other requirements set out below and show consideration to neighbours and other vehicles; and
- b) Parking arrangements at the Property are as follows: Cars only permissible on driveway and on the roadway in accordance with Coffs Harbour City Council’s signage. No cars are allowed to restrict neighbouring properties access or on any grassed areas.

### **2.6 Garbage and recycling**

- a) Guests and Visitors are to dispose of garbage and recycling in accordance with the usual practice at the Property (as set out below) in the allocated bins, and excess rubbish must not be left in public or common areas; and
- b) Garbage and recycling arrangements at the Property are as follows: Red Bins are for General Rubbish, Yellow for recycling and green for food and green waste. Council collection days are listed in your compendium, and we ask that you put bins on the street before these days, to allow for collection. If this is a problem, please do not hesitate to call on. (02) 6653 7144

### **2.7 Security**

Whenever you are absent from the Property, close all windows and doors to maintain

security and prevent rain and water damage. All doors and windows should be locked and secured.

### **2.8 Swimming pool/spa (if applicable)**

a) The swimming pool/spa must not be used between the hours of 9.30pm and 8:00am.

No glassware is permitted in the pool or spa.

### **2.9 Deck and balcony areas**

There is to be no outside gatherings or entertaining after 10.00pm. All balconies, Decks, yards or any other external area must be cleared by 10pm.

### **2.10 Smoking**

a) Smoking is not permitted indoors in any properties. If you have been found to be smoking indoors we will charge \$150 for deodorising of the property.

b) If you choose to smoke outside please ensure that you dispose of any butts or ash in bins. A cleaning surcharge will be charged for littering discarded cigarette butts.

### **2.11 BBQ**

There is a BBQ located outside of most properties for your pleasure. Please take care and use the Safety Guidelines located in your compendium. If you don't feel confident in changing a gas bottle, please contact us to arrange a solution. BBQ's must be cleaned and left in the same state as you found them ready for the next people to use.

### **2.12 Damages and breakages**

Damages and breakages must be reported to Sunburst Holidays prior to departure.

### **2.13 Security Deposits or Bonds**

A security deposit (or equivalent) will be obtained from the Guest (e.g. as cash or a credit card transaction or authorisation) prior to commencement of the occupancy;

a) Guests should be advised that failure to comply with the Terms and Conditions may result in charges against the security deposit; and

Security deposits are administered, processed and accounted for and any balance released or returned to the Guest within 7 days following their departure provided there are no outstanding repair or replacement quotes, purchases or work to be completed as a result of damages or breakages from the guests stay.

### **2.14 On departure arrangements**

Arrangements for keys, security, dish washing, rubbish, etc are:

- a) Please place the keys back into the security box where you obtained them from, ensuring that ALL garage remotes are there.
- b) Please make sure all dishes are washed and put away. Please make sure any dishwashers have had all contents cleaned and put away prior to departure. Do not leave dishes stacked in dishwasher.

### **2.15 Emergency Contact**

In the event of an emergency relating to the Property, please telephone 02 6653 7144. For life threatening emergencies or fire please dial 000 (Australian emergency number for fire, police or ambulance).

### **2.16 Compliance**

- a) As a guest you are obligated to comply with our set cancellation policy, terms and conditions and house rules.
- b) Breach of these House Rules is a breach of the Terms and Conditions of occupancy.
- b) The Owner and Manager reserve the right to terminate permission to occupy and to evict from the Property, Guests or Visitors who refuse to follow these House Rules or who cause a nuisance.

### **2.17 Licence not a tenancy**

- a) Guests are granted a limited permission to occupy the Property for holiday purposes;
- b) This is not a residential tenancy agreement under the residential tenancy legislation; and
- c) Failure to comply with the Guest's obligations in the Terms and Conditions/House Rules may result in termination of permission to occupy the Property and eviction.

### **2.18 Consequences of not meeting the Terms and Conditions/House Rules**

- a) The consequences of not complying with the Terms and Conditions/House Rules requirements can include enforcement action from the owner, Manager, security services, local councils or, in some instances, the Police.
- b) Enforcement action is subject to the Australian Consumer Law and other relevant legislation.
- c) Such enforcement action could result in termination of permission to occupy the Property, eviction, loss of rental paid, deductions from security deposits and extra charges.
- d) It is therefore important for all Guests to be aware of their obligations and of their

responsibilities to make any Visitors to the Property aware of these requirements to maintain the amenity of the Property and its neighbourhood.

**Unforeseeable circumstances - Sunburst Holidays or the owner of the property will not be responsible for any damage or loss of enjoyment occasioned by any force majeure incidents that interfere with the use of your property, including but not limited to bush fires, excessive rain and storm activity, excessive beach erosion due storm activity, excessive deposits of seaweed on the beach, water supply failure, and electricity supply failure.**