



## HOLIDAY ACCOMMODATION BOOKING TERMS AND CONDITIONS

### 1. Agreement between the Owner, the Guest and the Booking Agent.

#### 1.1 In these terms and conditions:

“Destination Bay of Fires Terms and Conditions” means this agreement, the terms and conditions contained within and described in this document.

“Booking” means the agreement between the Owner and the Guest for the Guest to stay at the Holiday Accommodation for the Booking Period, in exchange for the Booking Fee, which has been booked through the Booking Agent’s website, and confirmed by the issuing of the Booking Confirmation.

“Booking Agent” means Matthew Gibson trading as Destination Bay of Fires ABN 53 211 534 068

“Booking Agent’s Website” means [destinationbayoffires.com](http://destinationbayoffires.com)

“Booking Confirmation” means the written confirmation issued by the Booking Agent to the Guest, which confirms the Booking, the Booking Period and the Booking Fee.

“Booking Fee” means the amount of money the Guest pays to the Booking Agent to secure the Booking.

“Booking Period” means the duration of the stay of the Guest at the Holiday Accommodation as specified in the Booking Confirmation.

“Guest” means the purchaser of short term stays at Holiday Accommodation through the Booking Agent’s Website, and includes jointly and severally all of the persons permitted to stay at the Holiday Accommodation as listed on the Booking Confirmation.

“Holiday Accommodation” means the property provided by the Owner for the use and enjoyment of the Guest during the Booking Period, as booked by the Guest on the Booking Agent’s Website.

“Licence” means the limited licence granted by the Owner to the Guest to occupy, use and enjoy the Holiday Accommodation for the Booking Period

“Owner” means the owner of the Holiday Accommodation and their duly authorised representatives.

“Service fee” means the fee which is in addition to the booking fee for direct bookings which covers the administrative costs of processing a direct booking.

1.2 The Booking Agent operates an online booking service whereby the Guest can book short term holiday accommodation stays at the Holiday Accommodation of an Owner.

- 1.3 The Booking Agent acts as a Booking Agent for the Owner only and is not an Agent of the Guest.
- 1.4 The Booking Agent will provide the Guest with the contact details for the Booking Agent on the Booking Confirmation. The Booking Agent will assist with any matters in connection with the Booking or the Holiday Accommodation, during the Booking Period.
- 1.5 The Guest acknowledges that the Guest has been provided with an opportunity to read the Destination Bay of Fires Terms and Conditions prior to making a booking.
- 1.6 The Guest agrees to the Destination Bay of Fires Terms and Conditions when payment of the Booking Fee is made.
- 1.7 The Guest will indemnify, defend (at the option of the Booking Agent and Owner) and hold harmless the Booking Agent and Owner, to the maximum extent permitted by law, against any responsibility or action (legal or other), due to any loss, damage or injury suffered by a Guest, by or through the use of the Booking Agent's Website, wherever and whenever such responsibility or action may occur.
- 1.8 The law applying to the Booking, the use of the Booking Agent's Website and the Destination Bay of Fires Terms and Conditions is the law of the State of Tasmania and in the event of a dispute, the Guest, Owner and Booking Agent submit to the exclusive jurisdiction of the courts in that State.
- 1.9 By using the Booking Agent's website and making a Booking the Guest confirms that they are over the age of 18 and are otherwise capable of making a legally binding contract.

## **2. Nature of the Booking**

- 2.1 The Booking constitutes a limited licence granted by the Owner to the Guest to occupy, use and enjoy the Holiday Accommodation for the Booking Period.
- 2.2 The Guest acknowledges that the Booking is not a Residential Tenancy Agreement made under the *Residential Tenancy Act 1997 (Tas)*.
- 2.3 Under the Licence, the Owner, to the extent permitted by applicable law, at all times retains the right to re-enter the Accommodation, in accordance with the Destination Bay of Fires Terms and Conditions.
- 2.4 The Licence ends at the conclusion of the Booking Period, and thereafter, the Guest no longer has a licence to occupy, use and enjoy the Holiday Accommodation. Should the Guest remain in the Holiday Accommodation after the Booking Period has ended, the Owner may re-enter the premises and remove the Guest in accordance with applicable law.
- 2.5 If the Owner is required to remove the Guest pursuant to clause 2.4 of the Destination Bay of Fires Terms and Conditions, the Owner will be entitled to recover from the Guest all expenses and losses reasonably incurred by the Owner in connection with the removal.

### **3. Breach of the Destination Bay of Fires Terms and Conditions**

- 3.1 Any breach of the Destination Bay of Fires Terms and Conditions permits the Owner to take appropriate action to remedy the breach and mitigate the damage to the Owner as the Owner sees fit. Such action may include, but is not limited to:
- 3.1.1 The refusal to allow the Guest to enter the Holiday Accommodation or remain at the Holiday Accommodation.
  - 3.1.2 Amendment of the Booking Fee;
  - 3.1.3 Termination of the Booking;
  - 3.1.4 The Guest will be billed for any damage to the property and/ or excess cleaning if the Guest fails to leave the property in the condition described in clause 10.1
- 3.2 Specifically, failure by the Guest to comply with the Destination Bay of Fires Terms and Conditions during the Booking Period may result in immediate termination of the licence to occupy the Holiday Accommodation by the Booking Agent on behalf of the Owner, re-entry by the Booking Agent on behalf of the Owner, and removal of the Guest from the Holiday Accommodation.
- 3.3 A full or partial refund of the Booking Fee will not be payable by the Owner to the Guest for unused Booking time on Bookings terminated under clause 3 of the Destination Bay of Fires Terms and Conditions.
- 3.4 If the Booking Agent is required to remove the Guest on behalf of the Owner pursuant to clause 3 of the Destination Bay of Fires Terms and Conditions, the Owner will be entitled to recover from the Guest all expenses and losses reasonably incurred by the Owner in connection with the removal.

### **4 Cancellation or Amendment to Booking by Guest**

- 4.1 If the Guest wishes to cancel the Booking, the following conditions will apply:
- 4.1.1 Full refund of the booking fee less the service fee charge if the cancellation is more than 14 days prior to the commencement of the Booking.
  - 4.1.2 Cancellation between 14 days to 7 days prior to the commencement of the Booking Period will attract a cancellation fee equal to 50% of the Booking Fee and the service fee charge.
  - 4.1.3 Cancellation less than 7 days prior to the commencement of the Booking Period will attract a cancellation fee equal to 100% of the Booking Fee and the service fee charge.
- 4.2 In the event of a Cancellation under clause 4.1.1, the Guest can make an election as follows:
- 4.2.1 For the Booking Agent to hold the remainder of the Booking Fee to use as credit to rebook the Holiday Accommodation for alternate dates available at the Holiday Accommodation. The credit must be used to book the Holiday Accommodation within 12 months from the original Booking Period.

No refund is applicable for credit that is not used within 12 months from the original Booking Period.

4.2.2 For the Booking Agent to refund the remainder of the Booking Fee to the Guest.

4.3 Subsequent to making the Booking:

4.3.1 The Guest may inform the Booking Agent that they wish to reduce Guest numbers or reduce the length of the Booking Period in writing prior to the commencement of the Booking Period.

4.3.2 A reduction of Guest numbers during the Booking period or a reduction to the length of the Booking Period after the Booking has been made will not entitle the Guest to a full or partial refund of the Booking Fee.

4.4 Subsequent to making the Booking:

4.4.1 The Guest may inform the Booking Agent that they wish to increase Guest numbers or increase the length of the Booking Period in writing prior to the commencement of the Booking Period.

4.4.2 The Booking Agent will inform the Guest whether their request can be accommodated and of additional fees and charges that will apply.

4.4.3 Requests to increase Guest numbers or to increase the length of the Booking Period that are denied by the Booking Agent will not entitle the Guest to terminate the Booking, or to a full or partial refund of the Booking Fee.

4.5 No persons other than the Guest are permitted to stay at the Holiday Accommodation without making prior arrangement with the Booking Agent. The number of occupants staying at the Holiday Accommodation must not exceed the number of persons shown on the Booking Confirmation. Any increase in numbers must be agreed in advance and may incur additional fees and charges as described in clause 4.4.

4.6 Prices advertised for Holiday Accommodation on the Booking Agent's Website may change online at any time without notice. Such changes will not affect the Booking Fee payable for the original Booking as confirmed on the Booking Confirmation. However, if changes are made to the Booking subsequent to the change in the price of the Holiday Accommodation, the new Holiday Accommodation prices will apply to the amended Booking and must be paid before the amended Booking Confirmation will be issued by the Booking Agent.

## **5 Cancellation or Changes Made by Owner or Booking Agent.**

5.1 All bookings for Holiday Accommodation accepted by the Booking Agent on behalf of an Owner are made in good faith of the expectation of ongoing holiday letting by the Owner during the Booking Period; however, bookings may be subject to change.

- 5.2 The Booking Agent cannot accept responsibility for actions taken by the Owner that result in cancellation or amendment to the Booking which are outside its control and the Guest agrees that they will not hold the Booking Agent liable for any loss or damage suffered by them should this occur.
- 5.3 In the event of an action described in clause 5.2, the Booking Agent will take all reasonable actions to offer the Guest reasonable alternative holiday accommodation options for the Booking Period.
- 5.3.1 If no alternative holiday accommodation options are acceptable to the Guest the Booking Agent will refund the Booking Fee to the Guest.
- 5.3.2 If an alternative holiday accommodation option is acceptable to the Guest the Booking Fee will be credited to the payment of the alternative holiday accommodation.
- 5.3.3 If the booking fee payable for the alternative holiday accommodation is more than the Booking Fee, an adjustment payment will be made by the Guest to the Booking Agent, to cover the additional costs incurred.
- 5.3.4 If the booking fee payable for the alternative holiday accommodation is less than the Booking Fee, a refund will be made to the Guest by the booking Agent equal to the difference between the two booking fees.

## **6 Payment of Booking Fee and Compensation for loss or damage**

- 6.1 Full payment of the Booking Fee is required at the time the Booking is made, and the Booking Confirmation will not be issued to the Guest by the Booking Agent, until the Booking Fee has been paid.
- 6.2 Once the Guest has checked out at the end of the Booking Period (or upon earlier termination of the Booking and Licence by the Owner) the Owner will inspect the Holiday Accommodation. The Guest will be billed to compensate the Owner for loss or damage suffered by the Owner as a result of, or in connection with the use, enjoyment and occupation of the Holiday Accommodation by the Guest during the Booking Period, including, but not limited to:
- 6.2.1 Damage to the Holiday Accommodation, its fixtures and fittings;
- 6.2.2 Damage to or loss of all goods and chattels provided by the Owner for the use and enjoyment of the Guest during their stay at the Holiday Accommodation.
- 6.3 The Owner reserves the right to recover from the Guest to the extent permitted by applicable law, compensation for loss or damage suffered by the Owner as a result of, or in connection with the use, enjoyment and occupation of the Holiday Accommodation by the Guest during the Booking Period, regardless of whether such loss or damage is discovered or arises before or after the Guest checks out of the Holiday Accommodation.
- 6.4 Should the Guest need to be billed for the loss or damage suffered by the Owner as a result of, or in connection with the use, enjoyment and occupation of the Holiday Accommodation by the Guest during the Booking Period, the Booking Agent will advise the Guest of the details of these deductions, and a written statement will be provided to the Guest.

## **Guest Behaviour and use of the Holiday Accommodation**

### **7. Guest Indemnity**

- 7.1 The Guest's actions, conduct and safety at the Holiday Accommodation are at the sole risk and responsibility of the Guest.
- 7.2 Unsafe, irresponsible or illegal actions or behaviour etc. at the Holiday Accommodation during the Booking Period are strictly prohibited.
- 7.3 The Guest agrees to indemnify, defend (at the option of the Booking Agent or Owner) and hold harmless the Booking Agent and Owner to the maximum extent permitted by law, against any responsibility or action (legal or other), in any way arising from:
  - 7.3.1 The Guest's stay at the Holiday Accommodation; or
  - 7.3.2 Due to any breach of the Destination Bay of Fires Terms and Conditions by the Guest; that leads to incidents, losses or injuries suffered by a Guest, their visitors, invitees, or any other persons that may be on or about the Holiday Accommodation within or outside of the Holiday Accommodation (including, but not limited to, the buildings, grounds, facilities, structures, etc.) during the Booking Period or in connection with the Booking, or at any other time, wherever and whenever such responsibility or action may occur.
- 7.4 The Booking Agent and Owner recommend that the Guest purchases travel insurance to cover themselves against any loss or damage they may suffer during the Booking Period or at any other time in connection with their stay at the Holiday Accommodation, or travel to, or from the Holiday Accommodation.

### **8. Noise, Parties and Functions**

- 8.1 The Holiday Accommodation is provided for the sole use and enjoyment of the Guest.
- 8.2 Excessive noise, parties and functions are not permitted at the Holiday Accommodation, as they can cause disruption to neighbours as well as nearby residents and other holidaymakers.
- 8.3 If an unauthorised party or function is held at the Holiday Accommodation any additional fees and charges that may apply as a result of the unauthorised party or function will be billed to the Guest by the Booking Agent,.

### **9. Smoking**

- 9.1 Smoking is not permitted inside the Holiday Accommodation. Any damage to the Holiday Accommodation caused by smoking, or excess cleaning required due to smoking (outside or inside the Holiday Accommodation) will be billed to the Guest.

### **10. Excess Cleaning**

- 10.1 The Owner requires the Guest to leave the property in the same condition as it was presented in, with regard to the reasonable use and enjoyment of the Holiday Accommodation by the Guest and fair wear and tear.
- 10.2 If the Guest fails to leave the property in the condition described in clause 10.1 extra cleaning charges may apply. The cost of extra cleaning may be billed to the Guest.
- 10.2 Specifically, the Owner requires the Guest to:
  - 10.2.1 Wash used dishes and/or start the dishwasher;
  - 10.2.2 Place general waste and recyclables in the appropriate wheelie bins provided;
  - 10.3.3 Clean the BBQ (if there is a BBQ provided at the Holiday Accommodation and the Guest has used it).
  - 10.4.4 Clean excessively dirty glass fixtures, walls, floors and linen.

**11. Damage to Holiday Accommodation, Goods and Chattels**

- 11.1 During the Booking Period, in the event of an incident causing damage to the Holiday Accommodation, fixtures and fittings, or in the event of breakages and lost items of goods and chattels provided for the use and enjoyment of the Guest, the Owner requires the Guest to contact the Booking Agent to report the incident as soon as possible.
- 11.2 The cost of rectifying damage caused to the Holiday Accommodation, fixtures and fittings, and of replacing broken or damaged fixtures, fittings, goods and chattels, may be billed to the Guest.

**12. Movement of Items Within Holiday Accommodation**

- 12.1 The Owner has a strict policy on moving items or furniture (indoor and/or outdoor) within the Holiday Accommodation and movement of such items is strictly prohibited. Movement may cause unnecessary damage to items and the Holiday Accommodation and can cause excess cleaning time due to complex housekeeping inventory checks.
- 12.2 Any damage caused or excess cleaning required by movement of items or furniture may be billed to the Guest.

**13. Lost Keys / Keys Locked Inside**

- 13.1 If the Guest loses the Holiday Accommodation keys provided to the Guest, or locks the keys inside the property and requires access, the Booking Agent must be contacted and a call out fee will apply. The cost of the call out fee may be billed to the Guest.
- 13.2 If replacement keys need to be cut, the cost of the replacement keys may be billed to the Guest.

**14. Rubbish Collection and Excess Rubbish**

- 14.1 The Owner requires the Guest to put all general waste and recyclable materials generated during the Booking Period outside in the appropriate “wheelie bins” provided.
- 14.2 Should the Booking Period fall on a general waste and recyclable wheelie bin collection day, the Owner requires the Guest to ensure that the general waste and recyclable wheelie bins are collected by the local waste collection service. The wheelie bin collection day will be indicated in the property information provided to the Guest on arrival.
- 14.3 Specifically, the Guest must ensure the general waste and recyclable wheelie bins are placed on the kerbside no later than the night before the wheelie bin collection day. Please ensure the rubbish is put out the night before the rubbish collection. The bin lids must be able to close for the collection.
- 14.4 If the Guest fails to ensure that the general waste and recyclable wheelie bins are put out in time for collection, or, if there is excess rubbish left at the Holiday Accommodation upon check out that will not fit in the general waste and recyclable wheelie bins, a waste removal fee will apply and may be billed to the Guest.

## **15. Parking & Camping**

- 15.1 The Holiday Accommodation has either off-street parking or on-street parking available, as specified on the Booking Agent’s Website and the Booking Confirmation.
- 15.2 Parking campervans, caravans and trailers (with or without boats) in the yard on the lawn of the Holiday Accommodation is not permitted under any circumstances.
- 15.3 Guests will be required to remove any campervans, caravans or trailers parked outside of specified parking areas.
- 15.4 Camping in campervans, caravans or tents by any persons is not permitted at the Holiday Accommodation unless pre-arranged with the Booking Agent or Owner.

## **16. Animals & Pets**

- 16.1 Pets are only permitted at the Holiday Accommodation if it is indicated that the Holiday Accommodation is a “pet friendly property” on the Booking Agent’s Website.
- 16.2 Despite the Holiday Accommodation being indicated to be a “pet friendly property” a specific pet or pets are only permitted at the Holiday Accommodation if pre-arranged with and approved by the Booking Agent.
- 16.3 Any damage to the Holiday Accommodation caused by a pet may be billed to the Guest.

## **Administrative Matters**

### **17 Check-in and Check-out**



17.1 Check-in and check-out times for the Holiday Accommodation will be advised on the Booking Confirmation.

## **18. Keys**

18.1 Keys to the Holiday Accommodation will be made available upon arrival.

18.2 The Guest will be provided with details of the key location and access codes via email 5 days prior to commencement of the Booking Period or after payment of the Booking Fee has been made, whichever is the later.

18.3 The Guest is required to take the check-in information with them in order to access the property.

## **19. Linen & Towels**

19.1 Linen and bathroom towels are provided at the Holiday Accommodation to cater for the Guest unless otherwise notified. Beach towels are not provided (unless stated otherwise in the property description).

## **20. Personal and Lost Property**

20.1 No responsibility will be taken by the Booking Agent or Owner for the personal property of the Guest whilst staying at the Holiday Accommodation.

20.2 If lost property items are located after check out they will be returned at the cost of the Guest.

## **21. Property Depiction & Presentation**

21.1 The description of the Holiday Accommodation on the Booking Agent's Website is given in good faith from information and images provided by the Owner.

21.2 From time to time, changes to décor, fixtures, fittings or appearance may occur at the Holiday Accommodation, outside of the Booking Agent's control or knowledge, therefore no responsibility for irregularities will be accepted.

21.3 From time to time, there may be building and/or construction on houses or properties within the nearby vicinity of the Holiday Accommodation.

21.4 The Booking Agent and Owner will not be held responsible for any issues, loss or damage suffered by the Guest relating to such building or construction work or noise emanating from neighbouring properties.

## **22. Privacy Statement**

22.1 When a Guest makes a booking and pays for Holiday Accommodation through the Booking Agent's Website a 256 bit Secure Server Layer (SSL) is used to secure and encrypt data to keep the transaction, and all information submitted, private.

22.2 Guest personal information submitted electronically through the Booking Agent's Website is collected for the purposes of managing the Booking and keeping the Guest updated about the Holiday Accommodation listed on the Booking Agent's Website.

- 22.3 The Booking Agent does not pass your information to third parties not directly related to the booking process unless required by law.
- 22.4 Should you wish to access to your personal information or have a complaint and/or query on how your personal information is collected or used, please contact us:

PO Box 438,  
St Helens, TAS, 7216

E: [bookings@destinationbayoffires.com](mailto:bookings@destinationbayoffires.com)  
T: 0418 332 717

### **23 Copyright.**

- 23.1 The Booking Agent's Website and the Destination Bay of Fires Terms and Conditions are Copyright and may not be reproduced, partly or wholly without the express permission of the Booking Agent.
- 23.2 The copying of all content, including text, images, graphics and designs, is prohibited.