

TERMS AND CONDITIONS

This Holiday Agreement is made between Niche Holiday Rentals (as the agent for the owner) and the Guest. By signing below, you and any other occupants at the property agree to the terms and conditions listed below. Please note as the lead guest you are responsible to advise other guests of these details and are liable to ensure they are followed.

Property Name	
Guest Name (Booking Name)	
Booking Platform (Airbnb, Stayz or Direct)	
Guest Phone No.	
Arrival Date	
Departure Date	
Signature	
Date of Signing	

1. NSW LEGISLATION – We are required to advise all guests of the below.

WE ARE MANDATED BY THE 'CODE OF CONDUCT FOR SHORT TERM RENTAL ACCOMMODATION 2020' as set by NSW Gov. We highly recommend you read through these guidelines and rules by following the link below or heading to the Fair Trading website:

https://www.fairtrading.nsw.gov.au/_data/assets/pdf_file/0012/925788/Code-of-Conduct-for-the-Short-term-Rental-Accommodation-Industry.pdf

2. CHECK IN/OUT

The property will be available at the agreed check in time.

Standard check in times:

Check in - 2pm

All properties, except below.

Check in – 3pm

The Residence

Aashiyana

Le Chateau

Amara

Seasalt

Check out is 10am at all properties.

The property must be vacated on time to enable the property to be prepared for the next group. If the property is not vacated on time, we reserve the right to file a claim for the time lost and as compensation to the next guests. (\$100 per every 30 mins over check out time)

Outside of peak season, we may be able to offer extended check in/out times, depending on what other bookings are on the properties schedule. These times must be pre-approved by Niche Holidays and cannot be guaranteed until the day prior of the arrival or departure date.

Arrival

Niche Holiday Rentals will be in touch with you the week prior to your arrival with further instructions for check in. We will either arrange a check in time to meet you at the property or send through key collection details.

3. HOLDING DEPOSIT AND BALANCE

The holding deposit is equal to 50% of the booking total + \$50 booking fee. This must be paid before we are able to confirm the booking. The balance of the booking must be paid no later than 30 days prior to arrival date. A reminder will be sent out when this is due.

4. PAYMENT OPTIONS

We accept direct deposit or card payments through PayPal.

Please note: This requires you have a valid PayPal account. PayPal also charge their own 3% surcharge on all transactions.

5. BOND

On all **DIRECT** bookings there is a security bond payable (**not applicable to Airbnb and Stayz bookings**). This ranges from \$1000 - \$3000. We require the full amount of the bond paid to us for the duration of your stay and this will be refunded to you on departure. This price varies depending on what property you have chosen; you will be sent details of this price before booking and a bond form to complete in your booking confirmation.

Key collection details will only be sent through once the bond details are received.

Direct Deposit:

This can be done via direct deposit – must be completed at least 7 days prior to arrival so the funds can clear.

The bond form must be signed and completed to advise your bank details for refund and to sign off on the terms and conditions. We look to refund the bond as soon as possible, once our cleaners have attended the house and confirmed there are no claim items.

Credit/Debit Card:

This can also be done via Visa or MasterCard payment – no surcharge applies (We do not accept AMEX). The bond form must be completed to advise your card details. Your card is charged on the day of arrival- not prior. We look to refund the bond as soon as possible, once our cleaners have attended the house and confirmed there are no claim items.

Platform bookings (ie. Airbnb & Stayz)

Your payment details are held on file and if there are any concerns, Niche Holidays will lodge a claim. Please see your booking platform terms and conditions in relation to this claim process.

6. CANCELLATION POLICY

Please make sure to carefully review this cancellation policy before making your booking. By proceeding with the booking, you acknowledge and accept the terms of this cancellation policy. In the event of unforeseen circumstances or COVID-related restrictions, Niche Holiday Rentals may, at its discretion, vary the terms and conditions for cancellations or modifications. Any changes will be communicated to you promptly.

Niche may, with reasonable cause, alter or cancel a booking at any time if there are safety concerns at the property, or other serious circumstances where the property is uninhabitable. Such change will be result in a consultation with the guest to either relocate to an alternative property if available or refund the already paid costs of the booking.

Cancellations must be in writing and submitted to either the platform you booked on (i.e., Airbnb or Stayz) or directly to nicheholidayrentals@outlook.com.

Please refer to your booking platform for confirmation on cancellation details.

For Direct Bookings at the following properties:

The Residence

Aashiyana

Amara

1. The booking fee is non-refundable from the initial deposit.
2. Guests who cancel outside 60 days from the arrival date will receive a full refund less the booking fee.
3. Guests who cancel inside 60 days prior to the arrival date will not receive a refund for the deposit (50%).
4. Guests who cancel inside 30 days prior to the arrival date will not receive a refund.

For Direct Bookings at all other properties:

1. The booking fee is non-refundable from the initial deposit.
2. Guests who cancel outside 42 days from the arrival date will receive a full refund less the booking fee.
3. Guests who cancel inside 42 days prior to the arrival date will not receive a refund for the deposit (50%).
4. Guests who cancel inside 30 days prior to the arrival date will not receive a refund.

Note: Travel insurance is always recommended.

In the rare event of a double booking or an unforeseen issue at the property (such as a maintenance problem that makes the house unavailable for rental), we will do our best to offer alternative accommodation from our portfolio. Please note that all properties are individually owned, and owners are not liable to offer discounts or accommodations at other properties. However, we will do our best to negotiate an outcome that is suitable for all parties involved.

As managing agents, we reserve the right to cancel a booking at any time without liability. If suitable alternatives are unavailable, a full refund will be provided.

7. CLEANING

The property is professionally cleaned after every stay. These cleaning fees are included in the total amount of the booking charge. To avoid any additional cleaning fees, guests are required to leave the property in a neat and tidy manner. If there are any cleaning issues upon arrival, the guest agrees to contact Niche Holidays within an hour of arriving, so they can be rectified.

We ask guests to note the following:

- Please ensure the property is secured and doors locked, including lights off and A/C off.
- Rubbish is placed into the bins – Red is for general rubbish and Yellow is for recycling.
- Dishwasher is emptied and items put away.
- BBQ is cleaned and ready for the next guests (an additional cleaning fee is applicable if left uncleaned - \$50)
- Please remove any personal items, including food in the kitchen

Rubbish Removal

Please note at all our properties there is a contractor to attend to the bins. You may see them access the property on bin night to wheel out the bins, or the following day to wheel them in.

You have additional bins at the property, please ensure you use these at the end of your stay. If there is excess rubbish, please advise us to attend. If there is an unreasonable amount of rubbish, we do reserve the right to arrange a tip run – which can result in additional claim fees.

Smoking

Strictly NO SMOKING INSIDE THE PROPERTIES AT ANYTIME. We require smoking to occur outside only, with all cigarette butts thrown away in the bin (not within the garden areas) and diffused.

8. POOL & SPA

If your chosen property has a pool or spa, we have these cleaned between every stay.

Pool:

- Please let us know if the pool water levels drop. This can damage the pool pumps; we can arrange to send someone over to attend or may ask you to pop a hose into the pool.
- Guests agree that all minors are to be monitored in the pool area.
- There is strictly no food or drinks to be consumed in the pool area.
- No glass is to be in the pool area.
- For the comfort of all guests, we kindly request that adults refrain from nudity in the pool area.

Spa:

- For the duration of the booking, we require guests to put one cap of chlorine powder into the spa after heavy use. This may need to be done daily and will keep the spa sanitised. This is located in the pool/spa area and details are sent through in your check in information.
- Please note: Niche Holiday Rentals/ the Owner will not be responsible for any compensation due to spa rash, if guests do not comply with the above.
- The spa water is frequently changed and may result in a cool pool on arrival, please note that this just needs time to heat up before it reaches its normal temperature. If you believe there is another issue, please contact the office.
- Guests agree that all minors are to be monitored in the spa area.
No child under the age of 5 is to be in the spa at any time.
- There is strictly no food or drinks to be consumed in the pool area.
- No glass is to be in the pool area.
- The spa cover is to be returned to the spa and the jets turned off after each use.
- For the comfort of all guests, we kindly request that adults refrain from nudity in the spa area.

Spa and Pool Hours:

Monday – Thursday:	7.00 am to 9.00 pm
Fridays and Saturdays:	7.00 am to 10.00 pm
Sunday and Public Holidays:	8.00 am to 9.00 pm

9. REPAIRS OR ACCESS FOR CONTRACTORS DURING YOUR STAY

We aim to upkeep our properties to the best condition possible. However, with such large properties there is occasionally items that may need attention during your stay. We ask that you please advise us of these items as soon as possible. If there is maintenance during your stay, we will make every effort to replace or repair an item during your period of stay, however, this is not always possible due to circumstances outside of our control.

If there are items you would like to note with us on arrival, we ask guests to please advise us the first day, so these are not attributed to your own stay. We are happy to accept photos to also be sent through if needed, they can be texted or emailed through.

Occasionally we will require contractors to attend during your stay. This is to ensure a high standard at the property. We will ensure to give notice and approval before sending contractors, but they must be given reasonable access to the property. We make every effort to have these regular maintenance items completed outside of a booking period, but this is not always possible. Items can include – cleaning, gardening, or pool/spa cleaning.

10. WORKS IN THE AREA

Unfortunately, it is out of our control if renovation or building works are being carried out near the premises. We are unable to accept liability for any disturbance, noise or inconvenience guests caused.

11. OCCUPANCY

We are regulated strictly on our occupancy levels at the properties.

- Fire safety regulations require we have a set guest occupancy at each property.
- We are unable to take functions/events that exceed the max occupancy.
- Only the previously approved group will be accepted at the property on the day of arrival, if there are any changes to the group, please advise Niche Holidays as soon as possible.
- Should there be more occupants than advised or inaccurate details given to Niche Holidays contrary to what was approved upon booking, the booking can be cancelled immediately, and guests will be evicted with no reimbursement.
- There is to be no sub-letting of the property – in part or whole for the duration of the stay. (This does not apply to approved corporate bookings, retreats etc...)
- Notwithstanding any other rights under this agreement, in the event of a material breach of this agreement, Niche Holiday Rentals reserves the right to evict the occupants without reimbursement. Any costs incurred during the eviction process will be borne by the guest(s).

12. KEYS

Your keys will either be handed to you via an in person check in, or the details to locate the keys will be sent through prior to your arrival. We do require this form to be completed and signed before hand over of keys. Guests will be provided with two sets of keys.

Late Check In -If you require a later check in time, please contact us prior to your arrival day so we can arrange your key details as soon as possible. Niche Properties cannot be liable for costs or demands from guests arriving after 9pm, who have not arranged proper key collection details.

Lost Keys – If keys are misplaced, lost or taken home, the guests is liable for the cost of replacement keys or mailing costs to send back the keys.

If the guests require an afterhours call out to open the property for keys locked inside, the cost will be \$50.

13. NOISE AND BEHAVIOUR

Please note our properties are designed specifically for larger groups, however they are not party houses.

The guests agree to:

- Have no more than the agreed upon number of occupants at the house.
- Not have any party, event or function
- Please note the 30-year age minimum required on all adult bookings, unless otherwise approved. (We do accept family style bookings, corporate/ retreats and minors are welcome at all our properties)
- The lead guest is responsible for the group conduct – we ask that everyone abides by local laws and rules including conducting themselves in a manner which is not a nuisance to neighbours.

Noise

- You are welcome to use a speaker 'UE Boom 3' size or similar at the property at a reasonable level. We work on a one warning basis, so if there are neighbour complaints, we will ask you to turn this off.
- QUIET HOURS: Between 10pm and 7am, no speaker is permitted between these times.
- DJS are not permitted onsite at any time.
- Security does monitor the property and can be called for an undue noise complaint – please note this is a \$250 admin call out fee each time if they do need to attend plus the cost of the security team to attend.

Niche Holidays reserves the right to cancel any bookings at any time if the noise policy is violated. Our goal is to ensure a peaceful environment for all guests and neighbours. Any disturbances that compromise this standard may result in immediate cancellation of the booking without refund or liability.

14. CLAIMS

If there are any damage issues upon arrival, the guest agrees to contact Niche Holidays within an hour of arriving. Should claim items be present after a stay, the guest will be notified of the items.

The guest authorises the deduction of money from the bond to rectify the damages. Damages can include but are not limited to the floor coverings, furniture and fittings, kitchen utensils, crockery, glassware, cutlery etc...

If the damage amount exceeds the bond you agree to pay the difference between. If required, the bond can be used, at the sole discretion of the Owner or any agent on behalf of the Owner, to replace any furniture effects, fittings or part of the building or premises that may become damaged or lost during your stay to reinstate to an equivalent value. The security bond may also be used to cover extra cleaning costs and/or rubbish removal if necessary.

In the event a deduction of the security bond is required, an administration fee of \$80.00 will be charged on top of the amount of the claim if the amount required is in excess of \$200.00.

Moving Furniture

We ask that you do not move around any furniture located within the property or bring in any outdoor furniture. This can result in floors and walls being scratched and/or damaged; and as a result, can become a claim.

Pool Tables – If applicable

Please take extra care when using the pool table and the felt topping. This can be easily damaged and can result as a claim. We advise that the pool tables are for adults only use, or older children while being monitored. There can be claims for holes in the felt topping.

15. STOCK

We stock each house with as many convenient items as possible (including cleaning items, personal hygiene items and food/drink items). We ask that you please do not take excessive amount of these items and leave any leftover body washes/hand washes at the house.

16. LIABILITY

No liability is accepted for any injury to person, debt, damage, loss, delay, expense, or inconvenience experienced during your stay. No responsibility is taken for missing or damaged guest's personal property left on or near the premises. It is recommended that guests take out travel insurance.

Any personal items will be held for 14 days, after which the Owners representative will dispose of them. If you require items to be mailed to you, you will be required to pay the mailing fee.

17. PARKING

There is parking available at the property. Further details will be sent through in your check in information. Please note that not all our properties will have on premises parking for large groups. There is street parking available at most properties if needed.

Please note there is no parking, driving or the use of motorised vehicles (including quad bikes or motor bikes) permitted on any lawn area of the properties.

At the following properties there is a set limit on parking spaces and cars allowed to be on the property:

THE TONIC – Only one side of the garage is available to guests, this is a smaller sized garage. Free street parking is available.

LE CHATEAU – 6 carparks available only, no parking allowed in front of the silver gate or on the street at the top of the hill.

ZEN – 6 carparks available only.

18. PETS

Pets are approved on request at select properties. This must be approved prior to arrival.

Properties that consider pets:

Aashiyana
Amara
Bula Blue
Catalina
Habbaniyah
Le Chateau
The Gables
Zen

Approved guests are required to complete the additional PET AGREEMENT FORM prior to arrival.

For all other properties, we do not accept pets:

Under no circumstances are any animals permitted on, around or inside the Premises. If any animal is found to have been brought to the property by any of the guests, the lead guest will be liable for claim costs and/or eviction of the property. This can include additional cleaning or fumigation of the property.

If applicable to your booked property:

19. GARDENS/ PONDS

All children must be monitored in the garden areas.

Some properties have ponds/open water – minors must be monitored in these areas due to the safety concerns around fishponds, open water, creeks/lakes.

No harming or feeding animals located in the garden/pond areas.

No picking flowers, pruning trees or plants, pulling out plants, cutting any branches, climbing trees or climbing statues.

20. TENNIS COURTS

Tennis court lights are to be switched off by 10pm, to ensure no disturbance to neighbouring properties.

Equipment for tennis courts (including balls and rackets) are located inside the property, please return these items to their original location to ensure no excess fees for lost or damaged items.

21. FIRE PIT/ FIREPLACE

Minors must be accompanied by an adult whilst using the fire pit/fireplace.

Fire pits – please return the cover to the pit once finished using.

Please ensure the fire areas are always used correctly and safely, the owner cannot take any responsibility for unmanned open fire that results in damage, injury, or any type of loss of property as a result of guest use. A claim can apply for any damaged caused.

22. SAUNA

Health and Safety:

- Members and guests after consuming alcohol or suffering from high blood pressure, heart disease, infectious or contagious diseases, skin conditions, or who are physically unfit for sauna use are not permitted to use the facility.
- Pregnant women or persons on prescribed medication should consult their doctors before using the facility.
- Please shower before using the facility.
- Children under the age of 12 should be accompanied by an adult.
- Drying of clothes, newspaper and periodical reading, and any behaviour that disturbs or would disturb others are not permitted in the sauna.

Sauna Instructions and Rules

1. Main On/Off Switch:

- The grey knob outside to the left is the main on/off switch. This must be turned **OFF** whenever not in use.

2. Control Panel Inside the Sauna:

- The very bottom knob controls the heat expansion. It can be left on the medium setting always and does not need to be turned off.
- The top knob controls the temperature. This must be turned on/off for each use. Only use the red numbers to control this. We suggest setting it between 2 and 3. A red light will indicate when it is working. Turn it off to the position shown in the photo after use – you will hear a click, and the light will turn off when correctly done.
- To produce steam, wait until the sauna heats up and **lightly sprinkle water onto the rocks. Use only a small amount to avoid flooding and damaging the system.** A bucket and spoon are provided for this purpose.

3. End of Use:

- Ensure the sauna lights and main kill switch are turned off at the end of use, and that the door is shut behind you.

23. ANIMALS ON SITE

There can be animals on site at some of our properties. (ie. Horses in stables) Under no circumstances are guests to enter paddocks or feed animals, unless a representative from niche Holiday Rentals is present at the property.

Minors are to be supervised at all times.

If you do choose to pat horses over the fence, this is done at your own risk. Whilst we never endeavour to have unsafe situations at our properties, we cannot always know the intentions of animals on site and how they will react to certain conditions.

24. SECURITY CAMERAS

Some of our properties have external security cameras which record 24/7. As per legislation, none of these cameras face indoors. These are not to actively monitor guests; they are only accessed if there is a complaint. Mostly these cameras have been installed for security when the properties are vacant. We will always advise in our listings if a property had security cameras – please do not hesitate to contact us if you have questions about these at your selected property.

Please do not damage/tamper with the cameras – this can result in a claim.

25. LE CHATEAU ONLY – TENANT ACKNOWLEDGMENT

The guests acknowledges that there is a granny flat located at the front of the property, which is permanently rented by another individual. This granny flat is entirely separate from the main house and has no access to or view of the back of the property, where the pool and spa are located. The tenant further understands and agrees that they are not permitted to access or use any areas within the main house at any time during the guest booking.

26. WAVEWATCHER ONLY – TENANT ACKNOWLEDGMENT

The Owner discloses the following about this property:

- Wavewatcher does not have a back fence, and the backyard is not child proof.
- The property backs up to a reserve that does not belong to the owner, the reserve also gives access to an unmaintained/ unsafe set of stairs and unmaintained/unsafe walkways to the beach, this reserve is accessible from the property (“Reserve Area”).
- The owner recommends that you **do not** access the “Reserve Area” as it is not safe or secure, is hazardous and is not child proof.
- The Owner takes no responsibility for any harm, injury, disability, death or loss or damage to person or property incurred by any person who accesses the “Reserve Area”.

27. AMARA ONLY – TENANT ACKNOWLEDGEMENT

Please note that there are no jetties on the property, and the use of neighbouring jetties is strictly prohibited.

Any violation of this rule can result in fines, additional charges, or trespassing.