

Sanctuary Two

Booking Form and Conditions

INSTRUCTIONS: Please complete this form in block letters and fax it to 07 3395 7955 or post to: Sanctuary Two, PO Box 150, Morningside Qld 4170 Australia together with your deposit or full amount if your stay begins in less than 60 days from now. Remember, your booking will not be confirmed until we receive booking form and payment.

GUEST S PERSONAL DETAILS

Mr./Mrs./Miss _____

Address: _____
FIRST NAME SURNAME State: _____ Postcode: _____

Telephone: Home () _____ Work () _____ Mobile _____

Facsimile: () _____ Email : _____

DETAILS OF GROUP MEMBERS (Maximum 12 people)

Number of Adults: _____ Number of Infants (0 - 2 Yrs) _____

Number of Children (2 - 12 Yrs): _____

Names of Guests:

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

DATES FOR YOUR STAY

From (In) _____

To (Out) _____

I/We the Applicant/s hereby acknowledge and agree that the attached **Sanctuary Two Conditions of Short Term Holiday Rental Agreement** will apply to our booking on confirmation thereof and that we have read and acknowledge the conditions as evidenced by our signatures hereunder.

The guest acknowledges that upon confirmation of the requested booking, a binding Agreement will be formed between the Guest and the Owner of **Sanctuary Two**.

Dated the _____ day of _____ 20__

Signed by the guest/s _____ Signed by the guest/s _____

Signed by the guest/s _____ Signed by the Witness _____

CHANGES TO HOLIDAY BOOKINGS:

Where possible we will accept certain changes to a booking after the booking has been confirmed with a deposit. In such cases an administration fee of \$50.00 will be charged.

CANCELLATION:

Once your booking has been confirmed and receipted by **Sanctuary Two** your deposit is non-refundable.

PAYMENT

Please complete only the portions that apply to your holiday.
Should you require any assistance please contact **0418 888 918**.

1. DEPOSIT

If the date of commencement of your holiday is more than 60 days after today s date you may wish to pay only a deposit on your holiday. This should be **25%** of the cost of your holiday. The remaining balance will be due 60 days before your holiday commencement date.

A deposit or full payment is required to secure your booking.

Sanctuary Two total tariff \$_____

Optional baby pack (if required) \$ 150

Less 25% deposit \$_____

Balance owing 60 days prior to stay \$_____

2. FULL PAYMENT

If the date of commencement of your holiday is less than 60 days after today s date you are required to make full payment now to secure your booking.

Full Payment \$_____

\$50.00 access fee (PAID DIRECTLY TO SANCTUARY COVE SECURITY ON COLLECTION OF KEYS)

3. PAYMENT METHOD (please tick)

Payment options include:

() Cheque

() Direct Debit:

Bank Details: Tim Altass Real Estate Trust Account

Macquarie Bank BSB: 184 446 Account No: 3018 98862

Please include your last name as the reference.

GUEST OBLIGATIONS ON CONDITION OF PROPERTY

All guests are required to pay a bond of \$500 7 days prior to the commencement of their stay. This bond will be refunded within 3 working days of check out provided the guests obligations in respect of the property have been met. Any and all additional charges incurred by the Owner to return the property to a clean and tidy state or any costs related to damage or breakage (as discussed under Guest s obligations in respect of the property) shall be deducted from the bond before it is refunded. Should these costs exceed the bond the Guest will be required to pay the additional amount. Should the guest have a hens night, bucks night, wedding or other parties, performances or other large gathering without The Owners prior consent, the bond of \$500 will be forfeited.

Bond payments can be made by any of the payment options outlined above.

DECLARATION

I declare that I am over 18 years of age and that this booking is made in accordance with The Owners Terms and Conditions. Furthermore I agree to be held responsible for any and all charges due and payable on this holiday home booking.
ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT.

Signature of Guest _____ Date _____

PLEASE CONFIRM YOU HAVE FILLED IN SECTION 1 OR 2 AND SECTION 3.

***Sanctuary Two* Short Term Holiday Rental Agreement**

SPECIAL CONDITIONS Reservations for short-term holiday accommodation are accepted by Harriet Jane Altass (*The Owner*).

The following terms and conditions shall apply:

RENTAL CONTRACT The rental contract is between the Guest and The Owner of *Sanctuary Two* and is subject to the terms and conditions herein. The contract for accommodation shall not be effective until The Owner sends the Guest written confirmation of the booking.

DEPOSIT The accommodation booking will not be confirmed by The Owner until the Guest's deposit payment is received and cleared. If the accommodation booking is made within two months of the date of commencement of the Guest's proposed holiday, the full rental payable for the Property is required together with any bond, credit card information and any other payment applicable.

FINAL PAYMENT The full amount payable in respect of the Property rental must be paid at least two months prior to the date of commencement of the booking. If the full payment has not been received by The Owner at least two months prior to the start of the rental period, then The Owner reserves the right to cancel the booking without notice and the Guest will forfeit the Guest's deposit which will be non-refundable in such circumstances.

INSURANCE The Owner recommends that the Guest takes out comprehensive holiday cancellation and protection insurance with a reputable insurance company to cater for any unforeseen circumstances which may arise including accident, ill health or any other matters beyond the Guest's reasonable control, as once the booking has been made and confirmed, the Guest will be responsible for payment of the full rental whether or not occupation of the Property occurs.

ADDITIONAL FEATURES (IF ANY) The Guest acknowledges that the use of any additional amenities e.g. motor vehicles or Buggies, bikes, kayaks or scooters, is entirely at the Guest's risk and The Owner accepts no responsibility for any injury, loss or damage to property or any third party arising from the use thereof.

GUEST'S PROPERTY All personal belongings, baggage, vehicles and other property of the Guest of any description shall be the risk of the Guest at all times and The Owner does not accept any responsibility for any loss or damage thereto.

PARTY SIZE The Guest may only allow the Property to be occupied by a maximum of twelve (12) persons and those persons shall be nominated in the Guest's application. Under no circumstances shall the number of people occupying the Property be greater than twelve (12) without the Owner's written permission. The Owner reserves the right to refuse occupation of the Property to the Guest if the condition on the number of people intended to occupy the Property is not observed.

RIGHT TO REFUSE OR REVOKE BOOKINGS The Owner reserves the right to revoke or refuse to honour any property accommodation booking which may in the opinion of either Owner (and at his sole discretion) be unsuitable.

BOOKING CONFIRMATION Once a Guest's booking has been confirmed, the Guest shall be responsible for payment of the total price for the rental period and all extras (if any) as shown on the confirmation notice on or before the date or dates referred to in such notice.

REPRESENTATIONS The Guest acknowledges that The Owner has used its best endeavors to describe the Property to the Guest within the limited extent of the communications between the Guest and The Owner and The Owner shall not be liable to the Guest in any respect should the Guest consider the Property to be unsuitable for any reason whatsoever.

GUEST'S OBLIGATIONS IN RESPECT OF THE PROPERTY The Guest shall be responsible for the Property during the Guest's stay. The Guest shall take all reasonable care of the Property and at the end of the stay shall leave the Property including all utensils, fixtures, fittings and equipment on, in or about the Property in a clean and tidy condition. The Guest must not remove anything from the Property. The Guest shall be liable for any breakages or damage caused to the Property or any part thereof or any of the chattels therein that may occur during the Guest's occupation of the Property and all costs of repair and replacement thereof shall be payable to The Owner upon demand. Any removal of or damage or breakage to any part of the Property or any of the chattels therein shall be reported to the Owner as soon as practicable after the damage occurring thereto.

DESCRIPTION OF THE PROPERTY All information in respect of the Property contained in The Owner's promotional material is believed to be correct at the time of publishing, however all details are subject to change by The Owner without notice. The Owner will not accept any responsibility for any alterations to the Property or any part thereof beyond The Owner's control or any liability for any matter or occurrences beyond The Owner's reasonable control including damage caused by extreme weather conditions, break-down of appliances or transport, wiring, plumbing, invasion of pests, or any act or omission on the part of The Owner causing loss, accident or injury to the Guest or any one or more of them.

Guests are not permitted to use the property for hens' nights, bucks' nights or other parties, performances or other large gatherings. Should the guest use the property for hens' nights, bucks' nights, weddings or other parties, performances or other large gatherings without The Owners prior consent, the bond of \$800 will be forfeited. Loud music or noise is not permitted at any time.

ARBITRATION Should any dispute arise between The Owner and the Guest which cannot be mutually resolved will be referred to arbitration by a single arbitrator agreed to by the parties, but failing agreement upon a single arbitrator, then a single arbitrator appointed by the President for the time being of the Real Estate Institute of Queensland who shall act as sole arbitrator in accordance with the provisions of the Commercial Arbitration Act 1985 as amended and whose decision shall be final and binding on the parties.

AVAILABILITY OF PROPERTY The short term accommodation contract negotiated by The Owner and made between the Guest and The Owner is made on the understanding that the Property and its facilities as stated in the booking confirmation will be available as represented to the Guest. Should any events whatsoever arise beyond the reasonable control of The Owner which render the Property uninhabitable (for example flood, fire, storm, tempest, etc) then The Owner may have to cancel the Guest's booking for the Property. Should such circumstances arise then The Owner will endeavour to relocate the Guest to a holiday home of similar standard to the property in the same area. Where this is not possible, The Owner will refund all monies paid by the Guest in respect of the Property. Upon refund of the monies paid, the guest shall have no further claims whatsoever against The Owner.

RESIDENTIAL TENANCIES ACT NOT APPLICABLE. The Guest and The Owner acknowledge and agree that the Rental Agreement to which these conditions apply is bona fide and entered into for the purposes of conferring on the Guest a right to occupy premises for a holiday within the meaning of Section 21 of the Residential Tenancies Act 1994 (the Act) and the parties to the Agreement confirm that the provisions of the Act shall not apply to the Rental Agreement notwithstanding the fact that the term entered into is not in excess of 6 weeks.

SMOKING . Smoking in the property during your stay is not permitted.

CONDITIONS OF USE

Parties

The Guest _____
Address _____
Fax _____
Sign _____
Date _____

The Owner Harriet Jane Altass
Address PO Box 150 Morningside Qld 4170
Fax 07 3395 7955
Sign _____
Date _____

The property

Address: 5312 Marine Drive Nth, Sanctuary Cove

Period of use

The Guest has the use of the property from _____ to _____ on the following terms and conditions.

Background

A The Guest is staying on the property during the period.

B The Guest agrees to waive all liability against the Owner on the terms set out in this agreement.

Operative provisions

1 Waiver of liability

Exclusion of liability

1.1 To the full extent permitted by law, the Owner is not liable for any damage or loss to any property, or injury to any person, no matter how it happens, except to the extent that the Owner or someone the Owner is responsible for causes that damage, loss or injury intentionally or negligently. By the agreement the owner does not purport to exclude any liability that by law cannot be excluded.

1.2 The Owner makes no representations about the state, fitness or use of the Property.

Waiver of liability

1.3 Subject to Clause 1.2, the Guest understands that the Guest is staying on and using the Property at the sole risk and responsibility of the Guest. The Guest, to the extent that the Guest is able to do so, waives all rights and claims that the Guest may have against the Owner concerning the state, fitness or use of the Property, and any damage or loss to any property, or injury to any person.

Indemnity

1.4 The Guest must continually indemnify the Owner against any liability, loss, damage or expense arising from any of the following:

1.4.1 The Guest's occupation or use of the Property.

1.4.2 Something the Guest does or fails to do, or someone the Guest is responsible for does or fails to do.

1.4.3 Something anyone else, including a trespasser, does while on the Property.

1.4.4 Anything entering, leaving or affecting the Property.

1.5 Despite the previous clause, the Guest does not have to indemnify the Owner to the extent that the Owner, or the Owner's employees, agents or contractors, contributed to the liability, loss, damage or expense by a negligent or intentional act or omission.

2 Notices

Giving notices

2.1 A notice, consent, information, application or request that must or may be given or made to a party under this agreement is only given or made if it is in writing and:

2.1.1 Delivered or posted to that party at its address set out on the first page of this agreement; or

2.1.2 Faxed to that party at its fax number set out on the first page of this agreement. If a party gives the other party 3 business days' notice of a change of its address or fax number, a notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.

3 Miscellaneous

Assignment

3.1 Except as expressly permitted by this agreement, a party must not assign any of its rights under this agreement without the prior written consent of the other parties. That consent may be given or withheld at a party's absolute discretion.

Severability

3.2 If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

Variation

3.3 No variation of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.

Waiver

3.4 The fact that a party fails to do, or delays in doing, something that the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

4 Definitions and interpretation**Definitions**

4.1 In this agreement the following definitions apply:

Property means the land of which the Owner is the registered proprietor, It includes the use of vehicles which may from time to time be supplied with the Property.

Period means the period of use by the Guest of the Property, set out on the first page of this agreement.