

SHORT TERM LICENCE TO USE PROPERTY

Dwellingup Retreat, Boddington Retreat, Balingup Retreat

Welcome to our Property. We are glad to have you staying with us and we hope you enjoy your stay. Please read this document, which sets out the rules for your use of the Property and forms the basis of your agreement with us.

The Property is owned and/or operated by the following host ("the Host"): MELANIE HARDIE and STEVE CHANDLER

The contact details for the Host are:

Phone: 0422441973

Email: mzhardie@gmail.com

This Agreement is between You and the Host.

(1) LICENCE TO USE PROPERTY

In consideration of the mutual benefits and obligations described in this Agreement, the receipt of which and the sufficiency of which are hereby acknowledged, the Host and the Guest hereby agree as follows:

- (a) Subject to the terms of this Agreement, the Host grants the Guest a licence to use the Property, on the terms of this Agreement.
- (b) Nothing in this Agreement prevents the Host from entering the Property at any time.

(2) DEFINITIONS

In this Agreement, the following definitions apply:

"Accommodation Fee" means the amount that the Guest is required to pay for the use of the Property, such amount being described in this Agreement or as specified by the Host.

"ACL" means the Australian Consumer Law which is contained in the Competition and Consumer Act 2010 (Commonwealth).

"Agreement" means this Short Term Rental Agreement.

"Agreement Date" means the date that the Guest makes the Booking or otherwise indicates the Guest's acceptance of the terms of this Agreement.

"Booking" means the booking made by the Guest to stay at the Property in

accordance with this Agreement.

"Arrival Date" means the first date that the Guest is entitled under this Agreement to stay at the Property.

"Booking Term" means the period of time that the Guest is entitled to use the Property, subject to the terms of this Agreement, from the check-in time until the check-out time.

"Departure Date" means the final date that the Guest is entitled under this Agreement to stay at the Property.

"Guest", "Guests", "You" or "Your" refers to the person making the Booking, and to all members of the Party that are staying at the Property under that Booking.

"Items" means the chattels and other items which the Host provides with the Property, including all carpets, floor coverings, doors, walls, windows, furniture, equipment, bedding, linen, towels, kitchen equipment, crockery, glasses, plates, white goods, electrical equipment, keys, key cards, remote controls and any other items at the Property.

"Host" means MELANIE HARDIE.

"Party" means either the Guest or the Host.

"Property" means the following property:

Dwellingup Retreat, Boddington Retreat, Balingup Retreat

"Reservation Date" means the date that the Booking was made.

"Us", "We" or "Our" refers to the Host.

(3) INTERPRETATION

In this Agreement, unless the context otherwise requires, the following rules of interpretation shall apply:

- (a) Words referring to one gender include every other gender.
- (b) Words referring to a singular number include the plural, and words referring to a plural include the singular.
- (c) Words referring to a person or persons includes companies, firms, corporations, organisations and vice versa.
- (d) Headings and titles are included in this Agreement for convenience only and shall not affect the interpretation of this Agreement.

(e) Each Party must, at its own expense, take all reasonable steps and do all that is reasonably necessary to give full effect to this Agreement and the events contemplated by it.

(f) Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

(g) All references in this Agreement to sums of money are references to Australian dollars.

(4) BOOKING

(a) The Booking will be confirmed upon communication from the Host to the Guest that the Booking has been accepted.

(b) The Booking will not be confirmed until:

(I) the Host has received payment of the 50% of the total amount in full.

(II) the Guest has validly agreed to the terms of this Agreement in the manner prescribed by the Host.

(c) Once the booking has been confirmed and all the payment has been received, the Host grants the guest a licence to use the property and will give them the location of the keys, subject to the terms of this agreement.

(5) PAYMENT FOR BOOKING

(a) In consideration for the Host allowing the Guest to use the Property in accordance with this Agreement, the Guest must pay the Accommodation Fee as specified by the Host.

(b) A deposit, in the amount as specified by the Host ("the Deposit") must be paid at the time of booking.

(c) The balance Accommodation Fee (which amounts to the Accommodation Fee less the Deposit) must be paid in full by the following time:

Total payment is required before staying to get the location of the key.

(6) BOOKING DATES

The Arrival Date and Departure Date for the Booking may be recorded in the booking confirmation and are as agreed between the Host and the Guest.

(7) CHECK-IN

Guests may check-in to the Property from the following time on the Arrival Date:
2pm.

(8) CHECK-OUT

(a) Guests must check-out of the Property by the following time on the Departure Date ("the Check-Out Time"): 10am.

(b) In the event that Guests do not vacate the Property by the Check-Out Time, a late check-out fee of **\$50 Australian dollars** per hour will apply.

(9) CLEANING FEE

(a) In addition to the Accommodation Fee, the Guest must pay a fee for cleaning of the Property ("Cleaning Fee") which will be determined as follows:

\$80

(b) Nothing in this Agreement prevents the Host from claiming additional costs from the Guest in the event that the Cleaning Fee is insufficient to cover the costs of cleaning and/or repairs which have been necessitated by the Guest.

(10) CANCELLATION BY GUEST

(a) In order to cancel a Booking, the Guest must contact the Host in the following way:

Email mzhardie@gmail.com or phone 0422441973

(b) All cancellations incur a cancellation fee of **\$100 Australian dollars**.

(c) In addition, for any Bookings which are cancelled within 14 days of the Arrival Date, the following procedure will apply:

100% of the total amount will be retained.

If the booking is cancelled due to COVID-19 lockdown restrictions and you can still travel to the Peel region no refund will be offered.

(11) CANCELLATION BY HOST

In the unlikely event that the Host has to cancel or alter the Booking (for example, due to fire or other damage to the Property), the Host will:

(a) advise the Guest at the earliest opportunity about the cancellation or alteration of the Booking; and

(b) make all reasonable efforts to accommodate the Guest, on terms that are

acceptable to the Guest, in any other rental property that the Host owns or controls, or on any other dates that the Property may be available; and

(c) if the Host is unable to accommodate the Guest in accordance with the preceding sub-clause hereof, then the Host will refund to the Guest any money which the Guest has paid to the Host under this Agreement, including any Accommodation Fee, any Deposit, and any Security Bond.

(12) NUMBER OF GUESTS

The maximum number of persons who may occupy the property is from 6 to 8 people.

(13) CHILDREN

Children are permitted on the property, however guests are responsible for the actions of any and all children in their group, and must take all reasonable steps to ensure that the children comply with the guest's obligations under this Agreement.

(14) NO SMOKING

Smoking is strictly prohibited inside the properties.

(15) NO PETS

(a) Guests are strictly prohibited from bringing onto the property or the surrounding grounds any pet or animal without the prior written consent of the host.

(16) NO NUISANCE

(a) Guests must not do anything which may be reasonably considered to cause a nuisance or annoyance, whether to the Host or to anybody else.

(b) In the event that Guests cause an unreasonable nuisance or annoyance, that police are called in relation to a nuisance or annoyance that is caused by the Guests, or complaints are otherwise made about a nuisance or annoyance which is caused by the Guests, the Host reserves the right to immediately terminate this Agreement and upon such termination the Guests will have to vacate the Property immediately. Guests will not be entitled to a refund of any money paid to the Host under this Agreement.

(17) NOISE

(a) Guests must consider neighbours and any other persons within proximity of the Property and must not create excessive noise, whether by loud music or otherwise.

(b) In the event that neighbours or other persons are disturbed by excessive noise, police are called for excessive noise, or complaints are otherwise made about excessive noise which is caused by the Guests, the Host reserves the right to immediately terminate this Agreement and upon such termination the Guests will have to vacate the Property immediately. Guests will not be entitled to a refund of any money paid to the Host under this Agreement.

(18) CURFEW

The following curfew applies to Guests and their invitees or other occupants:

No loud music or noises after 10pm and before 7 am in the morning.

(19) PROPERTY USE

(a) The property may be used for short term residential accommodation.

(b) The property may not be used for any parties, gatherings, weddings or other functions.

(c) The property may not be used for any commercial purposes or other events.

(d) The property may not be used for any other purposes without the Host's express written permission.

(20) CONDITION OF THE PROPERTY

(a) Guests must leave the Property including all carpets, floor coverings, doors, walls, windows, furniture, equipment, bedding, linen, towels, kitchen equipment, crockery, glasses, plates, white goods, electrical equipment, keys, key cards, remote controls and any other items at the Property ("Items") in a clean, neat and tidy condition.

(b) Guests must not damage the Property and must not damage, remove or lose any Items.

(c) Guests must immediately notify the Host of any issues with or damage or loss to the Property or any Items.

(d) Before vacating the Property, Guests must clean any dishes, remove any food from refrigerators and deal with rubbish as directed by the Host, either by placing it in bins provided or by removing it from the Property.

(e) The Guests hereby acknowledge and agree that the Cleaning Fee provided for in this Agreement is a nominal cleaning fee which may not cover all of the Host's costs in the event that the Guests do not leave the Property in a clean, neat and tidy condition as required by this clause.

(f) The Guests hereby acknowledge and agree that in the event that the Guests do not leave the Property in a clean, neat and tidy condition as required by this clause, or in the event that the Guests damage the Property or damage, remove or lose any Items, the Host may charge an additional fee (in addition to the Accommodation Fee, the Cleaning Fee and any other fees provided under this Agreement).

(21) LIABILITY

(a) Guests must take all reasonable and necessary steps to safeguard the Guests' personal property.

(b) The Guests and/or any other occupants or invitees of the Guests use the Property at their own risk.

(c) Guests must exercise due care at and around the Property including, without limitation, observing any safety directions, instructions or signage and looking out for the safety and wellbeing of themselves, all other Guests, all invitees and occupants of the Property or any other persons.

(d) The Guests hereby acknowledge and agree that to the maximum extent permitted by law, the Host will not be held liable for any loss, injury, or any loss or damage to property ("Loss") which the Guests and/or any other occupants or invitees of the Guests or any other persons may suffer in connection with the Guests' use of the Property, unless that Loss is caused by the Host's negligence.

(e) The Guests may have certain rights under the Australian Consumer Law ("ACL"), or under other similar or related consumer protection laws.

(f) The ACL (or any other similar or related consumer protection laws) may give the Guests certain rights, warranties, guarantees and remedies regarding the provision of services by the Host, which cannot be excluded, modified or restricted by the Host ("Statutory Rights").

(g) The Host's liability to the Guests is governed solely by any applicable laws (such as the ACL and any other similar or related consumer protection laws) and by this Agreement.

(h) To the maximum extent permitted by law, the Host excludes all conditions and warranties implied by custom, law or statute, except for the Guests' Statutory Rights, and the Host expressly disclaims all warranties of any kind.

(i) The Guests hereby agree that the Guests are solely responsible for determining whether the Property is fit for the Guests' purpose.

(j) When the Guests' Statutory Rights apply, to the maximum extent possible, the Host's liability in respect of any claim is limited to, at the Host's option:

(I) the supply of the Booking again; or

(II) the payment of the cost of having the Booking supplied again

(k) The Host's failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

(l) This clause will survive termination, expiration or completion of this Agreement.

(22) INDEMNITY

(a) The Guests hereby indemnify and keep indemnified the Host and any of the Host's employees, agents, subcontractors, representatives or affiliates (each hereinafter being referred to as an "Indemnified Party") against any and all loss, damage, claim, demand or liability whatsoever (whether criminal or civil) and any and all legal and other fees and costs incurred by the Host resulting from:

(I) the Guests' use of the Property or anything provided under this Agreement;

(II) any transaction, contract, event or matter arising from or connected with the Guests' use of the Property; or

(III) the relationship between the Host and the Guests.

(b) The Guests shall not be liable under the indemnity given under this clause where a court of competent jurisdiction, giving a final judgment, holds that any loss, damage or liability is the result of the gross negligence, wilful misconduct or bad faith of an Indemnified Party.

(c) This clause will survive the termination or expiration of this Agreement.

(23) WARRANTY

The Guests hereby warrant that they will compensate the Host for any harm, loss or damage which the Host suffers as a result of the actions of the Guests, or of any invitees of the Guests and/or of any other occupants of the Property. This includes but is not limited to harm, loss or damage to the Property or to the Items, or any lost income which the Host suffers as a result of being unable to provide the Property to subsequent guests.

(24) BREACH

(a) Any breach or anticipated breach by the Guests of any of the terms of this Agreement will permit the Host to enter the Property, to cancel or alter the

Booking and/or to remove the Guests from the Property.

(b) In the event that a Booking is cancelled or the Guests are removed from the Property, the Guests will not be entitled to a refund of any money paid under this Agreement.

(25) APPLICABLE LAW

This Agreement is subject to the laws of Western Australia and each Party submits to the jurisdiction of the courts of Western Australia.

(26) SEVERABILITY

If any clause or sub-clause of this Agreement is held to be invalid or unenforceable, it is to be read down or severed such that the remaining clauses and sub-clauses will be enforced to the maximum extent possible. In such circumstances the remaining provisions of this Agreement shall continue in full force and effect.

(27) SURVIVAL OF OBLIGATIONS

At the termination or expiration or Completion of this Agreement, any provisions of this Agreement which would by their nature be expected to survive termination or expiration shall remain in full force and effect, including but not limited to any provisions which explicitly state that they will survive termination or expiration.

(28) RESPONSIBLE ADULT

(a) The person who enters this Agreement as the Guest will be nominated as the primary point of contact and the person responsible for managing the Booking on behalf of all of the Guests ("the Responsible Adult").

(b) The Responsible Adult warrants that he or she is at least 18 years of age.

(c) The Responsible Adult warrants that he or she is authorised to enter this Agreement on behalf of all of the Guests that the Booking relates to.

(d) The Responsible Adult warrants that the information he or she has provided to the Host is accurate and complete, including but not limited to the information that the Host has provided about the number of additional Guests that will be staying at the Property, and the names of all other Guests.

(e) The Responsible Adult must ensure that all of the Guests as well as any invitees of the Guests, and any persons who occupy or attend the Property during the Booking Term or for any part of the Booking Term, understand and agree to this Agreement, and comply with all of the Guest's obligations under this Agreement.

(29) PROBLEMS WITH THE PROPERTY

(a) In the event that there is a problem with the Property, Guests should contact the Host on 0422441973.

(b) Guests will not be entitled to a refund in the event that there are problems with the Property including but not limited to problems with television, stereo, fridge, wifi, other appliances, plumbing, electrical systems, or lights.

(30) EMERGENCIES

In case of emergency, phone 000 for the police, fire brigade, or an ambulance.

(31) AGREEMENT

By making a Booking to stay at the Property the person making the Booking confirms that all Guests have had the opportunity to read and understand the terms of this Agreement and they agree to be bound by this Agreement.