

Winning Holidays Terms & Conditions

🌀 Your holiday property is available from 2pm on your day of arrival with a vacate time of 10am on the date of your departure as shown on your booking confirmation. Winning Holidays are open between 9am and 5pm, 7 days per week (excluding Christmas Day, Boxing Day, Australia Day, Good Friday, Easter Sunday & Anzac Day). If special arrangements are required for collection of keys after hours, a \$20 cash service charge is applicable. (This fee is subject to revision at any time without notice). Any late departures will incur a fee. A maximum of two sets of keys per tenancy can be provided.

🌀 A guest registration form is required to be completed for all bookings. The registration form requests details of your name, address, drivers licence number as well as credit card details. If credit card details cannot be supplied a \$400.00 cash or cheque security deposit is payable. The security deposit balance will be returned by cheque within 14 days of your departure date. An increased security deposit may be incurred for group bookings or at our discretion.

🌀 Winning Holidays participate in the Bad Book register. By accepting this booking you hereby agree that if you or any occupant covered by this booking, including any guests, breach our Terms and Conditions your Name, Phone Number and Email address along with details of the breach/breaches may be disclosed to the property landlord and/or other agents participating in the Bad Book register. Winning Holidays reserves the right to cancel a booking where a guest may be registered on Bad Books.

🌀 Sorry, Schoolies bookings cannot be accepted as we do not have the policies, procedures or resources to accommodate for these bookings.

🌀 For all bookings 50% of the tariff plus administration fee is required as a deposit to confirm the booking and is payable within seven (7) days from the date you made the booking. Balance of all outstanding monies is due seven (7) days prior to your arrival with the exception of Christmas bookings where the balance is due on or before 1st December. Payment may be made by bank cheque (made payable to K D Winning Real Estate Pty Ltd), money order, EFTPOS, Mastercard, Visa, direct deposit or travellers cheques (AUD). There is a surcharge on all credit card transactions.

🌀 With the high demand of annual Christmas rebookings, Winning Holidays would appreciate if you could make your rebookings during your present occupancy and confirm with the required holding deposit of \$130.00. You only hold the right to rebook the same property for the corresponding dates in the following year until 5.00pm on the date of your departure. For all Christmas bookings, the balance of the 50% deposit must be paid by 31st May with full payment due by 1st November.

🌀 Linen, towelling and toiletries are not provided, please bring your own or it can be hired locally at a charge. Please note linen must be used on all beds.

🌀 When a booking is made, the deposit is accepted for the owner at that time. If the property is for sale and the ownership changes before your holiday, we cannot guarantee that the property will remain available. We cannot accept responsibility for decisions made by a new owner. However, if the property is sold, you will be notified, allowing time to organise alternative accommodation. If your holiday property is listed for sale while you are in residence, the occupier agrees to allow the owner or agent to conduct inspections with prospective purchasers at mutually convenient times, by appointment.

🌀 In the case of refurbishment or owners instructions, rental rates may be subject to increase without notice. Should this occur you will be notified and given the opportunity to pay the difference in tariff or receive a full refund of your deposit. We will also offer you alternate accommodation if possible.

🌀 All properties under Winning Holidays management are privately owned and are rented on a fully self contained basis. In the event of faults and/or malfunctions of appliances or inclusions, there is no obligation from the owner or Winning Holidays to compensate or discount.

🌀 At times situations arise of which we have no control. Winning Holidays reserves the right to move visitors to alternate accommodation (subject to availability) at their discretion or the direct instruction of the property owner. If this is the case, we will notify you as soon as possible and make every reasonable effort to make sure you are satisfied with your new address.

🌀 Should a tradesperson be sent out upon your request to carry out a repair that was unnecessary, the cost of the callout will be charged to you.

🌀 Special conditions apply for cancellations. If you cancel your accommodation and we can secure a replacement booking for the

same period and at the same tariff, your deposit will be refunded less a \$100.00 administration fee. If however the property cannot be relet, your deposit is not refundable. If you shorten your stay, the unused portion of your rental is not refundable. Winning Holidays retain the right to negotiate the tariff or length of stay to obtain a booking on a cancelled booking as we deem necessary. Please note that a change of booking dates attracts the same conditions for cancellations as stated herein.

🌀 Each holiday property is equipped for a specific number of guests. It is against Health Department regulations for more persons to occupy a property than there are beds to accommodate them. No mattresses, tents or caravans, or more cars than the property accommodates are allowed. If a property is reported to be overloaded, the tenants will be asked to vacate with no refund made. If required, we can arrange cots for young children at an additional charge.

🌀 Pets are generally not allowed, however, we do have a number of houses that will allow a dog or cat at an extra fee.

🌀 Garbage bins are provided with all properties. Please ensure that all garbage is removed from your holiday property and placed in bins provided. Please read the sign in your holiday property for garbage collection day. You are required to place the bin on the kerbside for collection with the handle facing the property. Any excess garbage can be taken to the Port Stephens Waste Transfer Centre, Soldiers Point Road, Salamander Bay.

🌀 All guests are responsible for keeping the property secure during their stay and will be responsible for any theft or damage due to neglect in this area.

🌀 No liability is accepted for any injury, debt, damage, loss, delay, expense or inconvenience caused directly or indirectly by events beyond the agent or owners control. No responsibility is taken for guests personal property left on or near the premises. It is recommended that guests take out personal property insurance or adequate travel insurance should any unexpected situations arise before or during your travel period.

🌀 All guests are responsible for any loss or damage arising from breakages or other damage to the unit or common property during their stay, including any additional cleaning, removal of excess garbage, repairs or replacement of items in the property. All properties are privately owned. Please respect the owner's property and do not move furniture around. A fee may be charged should this occur. Do not move items from property to property. In the event a claim from the security deposit is made an administration charge of \$50 will also be payable to Winning Holidays.

🌀 Our staff will describe the premises, position and furnishings to the best of their ability and in good faith. No responsibility or refunds for alleged misdescription can be accepted.

🌀 If keys and/or remotes are lost you will be responsible for the changing of the locks and 3 remotes (if applicable) and the cutting of 6 new sets of keys. Should a guest require duplicate keys after hours phone 0417 235 860. A \$33 cash service fee is applicable. If no spare keys are available, tenants may be liable for any costs involved in gaining entry to premises. The keys are your responsibility so please take care of them.

🌀 Unfortunately, as our units are so widely spread we are unable to deliver messages. However, any messages given to us will be placed on our message board at our Shoal Bay office. Mailbox keys are not supplied. If you are expecting mail have it directed c/-Nelson Bay Post Office or c/- Winning Holidays, PO Box 189 Nelson Bay NSW 2315 and check every so often at our Shoal Bay office.

🌀 Left Items - if requested we will endeavour to recover and return items of value inadvertently left in your holiday property, but take absolutely no responsibility for the recovery or return. Postage, packaging and the cost of sending out a staff member to search for the item will need to be paid in advance, a minimum cost of \$20.00 applies. Low value items found will be held for claiming for a maximum of 2 weeks and if not claimed will be disposed of.

Winning Holidays Cancellation Policy

🌀 Special conditions apply for cancellations. If you cancel your accommodation and we can secure a replacement booking for the same period and at the same tariff, your deposit will be refunded less a \$100.00 administration fee. If however the property cannot be relet, your deposit is not refundable. If you shorten your stay, the unused portion of your rental is not refundable. Winning Holidays retain the right to negotiate the tariff or length of stay to obtain a booking on a cancelled booking as we deem necessary. Please note that a change of booking dates attracts the same conditions for cancellations as stated herein.