

White Sands Hyams Beach

Terms and Conditions of Stay

Reservations for short term holiday accommodation are accepted by Real Estate Capital Investors Pty ATF KANO REIT ("the Owner") for Hyams White Sands being 82A and/or 82B Cyrus Street, Hyams Beach, NSW 2540 (the "Property") to which the following terms and conditions shall apply:

1.1 Changes to Holiday Bookings

Where possible, the Owner will accept certain changes to a booking after a booking has been confirmed with a deposit. Changes after the final payment has been made will only be possible under exceptional circumstances. In such cases an administration fee of \$50.00 may be charged.

1.2 Cancellation

Once your booking has been confirmed and receipted by the Owner your deposit is non-refundable. If the booking is cancelled in writing more than six weeks from the date of commencement of your holiday you will be released from the liability for the full balance of hire. The deposit is non-refundable.

If we receive written notice of cancellation less than six weeks prior to the date of commencement of your holiday and we are successful in finding guests to fill your place at the holiday home you will be released from the liability for the full balance of hire. The deposit will not be refunded.

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.

1.3 Rental Contract

The rental contract is between the Guest and the Owner for which the accommodation booking is made 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.

1.4 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 six (6) weeks 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.

1.5 Final Payment

The full amount payable in respect of the Property rental shall be paid at least six (6) weeks prior to the date of commencement of the booking. If the full payment has not been received by the Owner at least twenty eight (28) days 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.

1.6 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 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 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.

1.7 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 accepts any responsibility for any loss or damage thereto.

1.8 Party Size

The Guest may only allow the Property to be occupied by the number of persons nominated in the Guest's application and under no circumstances shall the number of people occupying the Property be greater than that appearing on the Guest's application or the booking confirmation whichever is the lesser. 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.

1.9 Smoking

The Property is non-smoking inside.

1.10 Garbage

Please wrap all garbage and place in the bins supplied. Shoalhaven City Council contractors collect in the early morning so please read (Notice to Occupants) upon arrival to know when garbage is collected. Fish must not be cleaned on premises. Guests will be charged \$10.00 per bag/box for any excess garbage not removed from the premises.

1.11 Noise

The guest shall not create or permit any noise or nuisance, which is likely to interfere with the peaceful enjoyment of any other person occupying adjoining premises. Legislated noise pollution controls shall prevail.

1.12 Furniture

Furniture is not to be moved and only outdoor furniture is to be used outdoors.

1.13 Re-tuning of TV/VCR's

The attachment of electronic games and devices to the television/video system is not permitted. If retuning is necessary after such use, the guest will be required to pay any costs incurred.

1.14 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 party (and at their sole discretion) be unsuitable for the Property.

1.15 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.

1.16 Representations

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

1.17 Description of the Property

All information in respect of the Property contained on the website and other material is believed to be correct at the time of the printing, however all details contained therein 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 and any liability for any matter or occurrences beyond the Owner's reasonable control including damage caused by extreme weather conditions, break down of appliances, 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.

1.18 Availability of Property

The short term accommodation contract negotiated is made between the Guest and the Owner and 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 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 of the Property.