



WHITE SANDS HYAMS BEACH · BOOKING APPLICATION FORM

PROPERTY	Check-In		Check-Out		No. Nights		
	<input type="checkbox"/> Beach House, 82A Cyrus Street			Rate Per Night		\$	
	<input type="checkbox"/> Boat House, 82B Cyrus Street			Rate Per Night		\$	
						Total	\$
	Deposit Required		\$	Due			
	Balance		\$	Due			
	Arrival 2pm on			Departure 10am on			
GUEST DETAILS	Name						
	Street Address						
	State		Postcode		Country		
	Telephone (include country / area code)				Mobile (include country / area code)		
NUMBER OF OCCUPANTS	Adults		Infants (0-1 yrs)		Children (2-12 yrs)		
EMERGENCY CONTACT	Name				Relationship to Guest		
	Street Address						
	State		Postcode		Country		
	Telephone (country / area code)				Mobile (country / area code)		

I hereby confirm that the above named person and number of guests stated are the only persons who will occupy the property for the period booked and stated on the confirmation letter and undertake to be bound by the Terms and Conditions for letting stated above.

Should the Guest default under the Terms and Conditions, the Owner or his Agent may re-enter the Property after notice to that effect has been given. I, the Guest named above, do hereby certify that I require the premises specified above for the sole purpose of a holiday.

Signed: _____

Date: _____

Name: _____

TERMS AND CONDITIONS OF STAY

Reservations for short term holiday accommodation are accepted by Real Estate Capital Investors Pty ATF KANO REIT of 11 Griffin Place, Glebe, NSW 2037 ("the Owner") for Hyams White Sands being 82A and 82B Cyrus Street, Hyams Beach, NSW 2540 (the "Property") to which the following terms and conditions shall apply:

BOOKING INFORMATION

1.1 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.

1.2 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 and any other payment applicable.

1.3 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.

1.4 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 (6) 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 (6) 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 is non-refundable.

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.

1.5 Rental Contract

The rental contract is between the Guest and the Owner 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.

1.6 Booking Confirmation

Once a Guest's booking has been confirmed, the Guest shall be responsible for payment of the total rent 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.

1.7 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, the Owner reserves the right to cancel the booking without notice and the Guest will forfeit the Guest's deposit which is non-refundable in such circumstances. Payments may be made via Direct Bank Deposit or Bank Cheque.

1.8 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 the Owner, (and at the Owner's sole discretion), be unsuitable for the Property.

USE OF WHITE SANDS PROPERTY

1.9 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 its preparation, 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.

1.10 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.

1.11 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.

1.12 Guest's Personal Belongings

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 no responsibility for any loss or damage thereto.

1.13 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. The property is to be used for short-term residential accommodation only.

1.14 Use of the Property

The premises are not to be used for commercial use/gain or any use other than stated in the contract. ie leisure.

The property may not be used for any commercial purpose, party, gathering or any other function unless agreed prior to occupation. The property is not to be sub-let. In addition photos are not to be used for commercial purposes without prior written consent from the owners.

1.15 Accommodating Children

Additional items required for small children and babies, including portable cots and sheets, bottle sterilisers, high chairs, basic toys and books can be provided upon request for an additional fee. Child cutlery and crockery is already provided.

1.16 Smoking and Pets

There is strictly no smoking inside the house. You may smoke outside, however, all cigarette butts are to be placed in the external garbage bin. Pets are prohibited from inside and outside the property.

1.17 Privacy

Guests are requested to respect the privacy of occupants of adjoining property. All transactions between the Guest and the Owner are private and are not to be disclosed to other parties.

OCCUPANCY OF WHITE SANDS

1.18 Check-In/Check-Out

Check-in is from 2pm onwards. Check-out is 10am. Our property is accessed by a security system. We will inform you of your personal identification number to access the garage and internal door. This 4 digit access code is unique to your stay and will expire on your departure. We require your estimated arrival time to activate your personal identification number.

1.19 Parking

The three car garage is to be used by the Beach House residents only. There is a car parking space behind the Boat House, if off-street parking is required, otherwise there is plenty of street parking for residents of the Boat House.

1.20 Housekeeping

For short term bookings there is no housekeeping. For bookings longer than a week housekeeping services can be organised for an additional fee.

1.21 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 the premises. Guests will be charged \$10.00 per bag/box for any excess garbage not removed from the premises.

1.22 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.

1.23 Furniture

Furniture and internal furnishings and the art works are not to be moved or removed from the house. Only outdoor furniture is to be used outdoors.

1.24 Linen

Linen including sheets and bath towels will be provided. Bath towels are not to be used on the beach. Beach towels may be provided upon request for an additional fee.

1.25 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.

1.27 Use of Telephone and Internet

The Guest will be responsible for costs associated with any *unreasonable* use of the telephone and internet. These charges will be invoiced back to the tenant. Downloading large amounts of data will be at the cost of the tenant.

1.28 Breakages

The Guest is responsible for all breakages occurring during the period of occupancy of the Guest. The Guest is to reimburse the Owner for the replacement cost of all items broken during the term of the Guest's occupancy or missing at the conclusion of the Guest's occupancy. A schedule of the replacement cost of all items in the property is maintained by the Owner.

1.28 Vacating the Premises

The premises is to be left in similar condition as it was entered (i.e. dishwasher emptied, garbage in bins, BBQ cleaned and floors and surfaces wiped down) any additional cleaning costs required over and above the standard cleaning fee will be deducted from the Bond.

I accept these Terms and Conditions:

DATE OF STAY

FROM _____

Beach House, 82A Cyrus Street Hyams Beach

TO _____

Boat House, 82B Cyrus Street Hyams Beach

PRINT NAME _____

PRINT NAME _____

SIGNATURE _____

SIGNATURE _____

DATE _____

DATE _____