

Perth Executive Apartments
STANDARD TERMS AND CONDITIONS

Note: Variances can be agreed on but only by arrangement with the owner in writing

We welcome you to our apartment and trust that you will have a happy and enjoyable stay. If there is anything we can do to make your stay more enjoyable, please let us know.

Please carefully read the Terms and Conditions below that apply between ourselves, the Property Managers, our Agents, and you (the Visitor) for the booking of your property for the purposes of your furnished rental accommodation. A confirmed booking hereinafter will deem the client's acceptance of these Terms and Conditions.

1. Booking, Deposit and Payment

- a) The property is let to you for the period stated in your booking confirmation, for the specified number of guests detailed on the original booking request only. It must not be sub-let or re-assigned to any other person under any circumstances and keys and remotes must not be given out to anyone, other than the nominated guest at all times.
- b) Extensions are subject to availability and approval.
- c) For bookings longer than 8 weeks a residential lease may apply and your payment schedule and bond may vary. A Departure Clean Fee shall also apply.
- d) A Payment Schedule is issued with your booking confirmation. Rental is billed in advance and failure to make payment in accordance with this schedule may result in cancellation of your booking and will be subject to the Refund Policy below.
- e) Deposits: are required on all bookings. In order to confirm a booking we require a nominated minimum deposit to be received and receipted within three (3) working days from the original booking confirmation date. Deposits are non-refundable unless the property is re-let for the entire period of cancellation. **Payment of the rental deposit also constitutes the client's acceptance of these Terms and Conditions.**
- f) Balance of the rental amount must be received in full 14 days prior to occupancy. If not, the owner has the right to cancel the booking and attempt to re-let it. 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.
- g) **Minimum Booking Age:** The client making the booking must be 21 years or over and agree to take full responsibility for the temporary rental of the property. No "Leaver" bookings are accepted.
- h) Payments may be made by Direct Bank Deposit, Cash, Cheque Payments or Money Order. Credit cards (AMEX, Bankcard, MasterCard, VISA) incur an additional Merchant Card Service Fee of 3.5%.

2. Amendment, Cancellation and Refund Policy:

- a) Any amendment or cancellation of a booking will incur a \$55 administration fee.
- b) Amendment to the dates of stay may be considered a cancellation and a new booking may be issued.
- c) If a booking is cancelled less than 30 days prior to the Arrival Date, no refund will be available unless the property is re-let under the same terms. The owners will make every effort to ensure the property is available as booked. However the owners reserve the right to make alterations to bookings due to unforeseen circumstances.
- d) If a booking is cancelled more than 30 days prior to the Arrival Date, 25% of the Total Amount is retained.
- e) **Travel Insurance:** We recommend that guests take 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 paid for, the Guest may not be entitled to receive a full refund.

3. Number of Persons Accommodated:

- a) The maximum number of persons that may be accommodated at the property is specified in your booking confirmation. Excess persons will be required to vacate the property or a pro-rata charge may apply if appropriate bedding is available at the property.

4. Arrival:

Arrival or Check-in Time is 2.00 pm unless otherwise agreed in writing prior to arrival. Should you be arriving after business hours, please let us know in advance so that alternative key arrangements can be made.

5. Departure, Keys and Lockouts:

- a) **Departure or Check-out Time is 10.00 am** by the latest, to allow time to prepare property for next guests. The client must vacate the property by the check-out time unless agreed with the operators in advance that they may stay longer. Without prior agreement, additional late departure fees may apply at the nightly rate.
- b) **Cleaning Requirements upon Vacating the Property:** the property should be vacated in a very neat and clean state similar to its condition upon your arrival, including all garbage wrapped and emptied into the outside garbage bin. All dishes should be clean and put away and the sink and bench-tops should also be cleaned. The floors are required to be swept throughout and no litter or food scraps permitted to be left lying around the house or furniture. In the event of excessive cleaning requirements, the bond will be withheld until the house is serviced back to its original state.
- c) When departing the property the visitor must securely lock doors and windows, and switch off lighting, appliances and water to conserve resources and avoid damage. Any repairs required or damage should be reported to the Property Manager.
- d) **Keys and Remotes:** Upon departure all keys and remotes are to be placed into our apartment mailbox located at the front of the premises at check-out. **NOTE:** Remember to remove any vehicles from the car-bay area **first** before placing keys into the mailbox.
- e) Loss of keys or remotes will incur a Lockout Fee of \$55.00. Locksmith or key replacement costs will be passed on to the Visitor.

6. Fully-Refundable Bond/Security Deposit and Property Damage:

- a) A Fully-Refundable Bond/Security Deposit applies with this booking and is required to cover in the event of additional costs incurred if there is a breach of these Terms and Conditions, including any breakage, damage or excess cleaning requirements, which occur due to the guests occupying the premises.
- b) **Damage, Breakages, Theft and Loss** are the guest's responsibility during their stay. Other than acceptable wear and tear, any damage, breakage or loss of furniture, furnishings, equipment, locks, remotes or keys are required to be reported immediately and paid for at cost. Please note that our cleaners do a detailed inventory check both before, and after, your occupation.

Further, the Property Manager has the authority to deduct monies from the Security Deposit or credit card to remedy any damage, excess cleaning, missing items, excess utilities caused by the Visitor, or to invoice the Visitor or the Visitor's Company by email, facsimile or post for immediate payment. If the visitor represents a company or organisation and defaults on paying any additional charges, then the company shall be held liable for paying any damages or outstanding balances.

- c) For bookings greater than 8 weeks, the Bond amount may vary.
- d) The bond is a fixed, non-negotiable amount, and must be paid in full, together with balance of payment 14 days prior to check-in. Personal cheque payments are not accepted at check-in. A full refund will be returned to the guest within ten (10) days upon vacating the property and after inspection by the appointed cleaning staff.

7. **Car Park Bay**

A private undercover car bay is provided for your duration of your stay. Please ensure you park in your car bay numbered the same as the apartment only, as wheel clamping applies for vehicles in unauthorised bays. No repairs are to be carried out in this car bay.

8. **Furniture and Effects at the Property:**

- a) The Visitor may not remove any of the furniture or effects from the property and will be liable for any furniture or effects damaged or missing from the property. If any furniture is moved, it must be returned to its original position prior to vacating.
- b) **Linen and Towels:** All linen is provided for your booking. Linen includes all bedding, bath towels and kitchen linen. It is the guest's responsibility to wash and dry the supply of linen "as required" in the washing machine and dryer throughout their stay to ensure an adequate supply. Due to health requirements all guests are required to use sheets and pillowcases.

9. **Internet Access:**

If internet access is required, then it should be requested at the time of making your booking to ensure availability at commencement of your occupation. The Internet connection is via a Wireless Internet Modem that connects to your laptop. A separate standard agreement must be completed and signed by the guest before the modem is issued. Internet access is an additional charge to the nightly booking rate. A minimum base rate of \$40 per week is charged which includes up to 0.5GB of internet usage per week. Any additional usage is charged back to the guest at 10 cents per MB.

10. **Liability:**

- a) **Loss of Property:** All personal belongings of the guests including baggage, vehicles and other property of the guest of any description shall be at the risk of the guest at all times and the owners or agent take no responsibility for the client's personal property or any property left in or around the premises. Be security conscious and look after your possessions. You agree to indemnify the Property Manager and Property Provider/Agent from any claim of loss of personal effects or financial damage direct or indirect whatsoever incurred by you in booking this property. Travel Insurance is strongly advised.
- b) The Property Manager has described the property and its position to the best of their ability and in good faith. No liability or damages will be accepted by the Property Manager or its agents for any unforeseen circumstances or changes, eg: equipment out of order at the time of your occupation.

11. **General Conduct/Visitor Obligations:**

- a) The property offered is **Non-Smoking**. The Visitor must not smoke within the property or a de-odorising fee will apply. Smoking in Common Areas in apartments is not permitted. (A copy of the Bylaws is provided for your perusal in the apartment).
- b) **Pets:** Pets are not allowed under any circumstances.
- c) **Disturbance:** to our neighbours, including excessive noise, is prohibited and may result in termination of rental and loss of bond.
- d) **Parties and Functions** are strictly prohibited. The price charged is for domestic use only and not commercial. Accordingly this rate does not allow for the extra wear associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Use contrary to this may result in additional charges.
- e) **Visiting Guests:** You are reminded you are responsible for any visiting guests and must ensure visitors respect all property and be mindful and respectful of other neighbouring residents.
- f) **Bylaws:** A copy of the bylaws and rules are located inside the Apartment (together with the Apartment Manual). We ask that you read the bylaws and rules at commencement of occupancy and comply with these throughout your stay. Any breach thereof will constitute a breach of the occupancy agreement which will entitle the owner and/or proprietor to terminate your occupancy agreement.

12. **Right to Inspect the Property and Re-enter the Property:**

- a) The Property Manager or its Agent has the right to inspect the property during the booking period subject to reasonable prior notice being given.
- b) Where the Property Manager or its Agent have reasonable grounds to believe that the property is being damaged, or is at risk of being damaged, and if the Visitor breaches any term of this Agreement, then the Property Manager, their Agent, Building Manager or the respective authorities reserve the right to enter the premises.
- c) In the event of any client or tenancy problems arising during your stay, our nominated agent shall have the right to make all decisions on our behalf in our absence, including eviction if required.
- d) In instances of abuse, neglect or breach of these Terms and Conditions, the Visitor can be evicted immediately.

13. **Right of Refusal and Application of Other Special Conditions:**

The Property Manager may refuse at its discretion to accept any Visitor. Furthermore, the Property Manager or its agents may require that other Special Conditions be agreed to on arrival of the Visitor.

14. **Privacy:**

The Property Manager will not share your personal information with any third party, unless it is required to complete your booking, provide services to you, or settle your account.

15. **General Law:**

You acknowledge that we, the owner/operator, carry on business within Western Australia and this Agreement shall be governed by the law of Western Australia.