

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/Guest/Client) 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 be charged if excessive cleaning is required at \$50 per hour.
- 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 to secure a booking. Once the guest has arrived the deposit will then be held as your fully refundable bond. In order to confirm your booking, we require a nominated minimum deposit to be received and receipted within 3 working days from the original booking confirmation date. If a booking is cancelled prior to your arrival date an administration fee of AU\$250.00 will be deducted from the deposit/bond and the balance of deposit/bond will be refunded to you. **Payment of the rental deposit also constitutes the client's acceptance of these Terms and Conditions.**
- f) Balance of the rental invoiced amount must be received in full 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 invoiced rental period and all extras (if any) as shown on the confirmation notice/invoice on or before the date or dates referred to in such notice.
- g) **Minimum Booking Age:** The client making the booking must be 26 years or over and agree to take full responsibility for the temporary occupation of the property.
- h) **Client/Company Identification:** Proof of Identification of Visitor/Guest/Clients in the form of Passport/Driver's Licence or other satisfactory identification documentation is required prior to occupation of the property/apartment.
- i) **Payments** may be made by Direct Bank Deposit or Credit Card payments. Please note Credit Card payments incur an additional Merchant Card Fee.

2. Amendment, Cancellation and Refund Policy:

- a) **Amendments to bookings:** Any amendment of a booking may incur a AU\$250.00 administration fee.
- b) If a guest departs the property earlier than the booking departure date we will attempt to re-let it for the remaining period and reimburse you for the days re-let, however we reserve the right to retain the balance of any accommodation portion booked.
- c) **Travel Insurance:** We recommend guests take out comprehensive holiday cancellation and protection insurance with a reputable insurance company to cater for any unforeseen circumstances which may arise for any travel and accommodation incident, including accident, ill health, reduction of stay or any other matters beyond the Guest's reasonable control.

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.

4. Arrival:

Arrival or Check-in Time is 3:00 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 Noon** 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 rubbish and recyclable garbage bins downstairs. 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 rooms 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 air conditioning, 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 left on the key-hooks inside the apartment. Remember to remove all vehicles from the car-bay area **first** before exiting the building/property. The final exit of the property can be achieved without the use of a key or remote.
- e) **Lockout / Loss of Keys or Remotes** will incur a minimum lockout fee of AU\$300.00. If a lockout occurs the client must notify the Property Manager immediately. If the Property Manager is not available at that time the client must engage a professional Locksmith to assist. **All** costs to remedy key/remote replacement and/or repairs to damaged doors/door hardware will be the guest's responsibility.

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

- a) **Your Fully-Refundable Bond/Security Deposit** paid with this booking in the form of your initial deposit shall serve as your fully refundable bond. It will be held as security in the event of a breach of these Terms and Conditions, or additional costs incurred during your stay, 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 Deposit/Bond 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 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) **Bond refunds** are returned to the guest within 5 business days upon vacating the property and after inspection by the appointed cleaning staff.
- 7. Car Park Bay**
One undercover car bay is provided for your duration of your stay. Please ensure you park in your nominated car bay numbered the same as the apartment as wheel clamping applies for vehicles in unauthorised bays. If the car bay is a tandem bay, the front bay is to be used and the rear bay is to be left clear. No repairs are to be carried out in this car bay. No vehicle engine oil/leaks are allowed to soil this parking bay. Any leaks in this bay must be cleaned/de-greased immediately or charges will apply for it to be professionally cleaned.
- 8. Furniture and Effects at the Property:**
- a) The Visitor may not remove any of the furniture or effects from the property or move any indoor furniture to the outdoor balcony. The visitor will be liable for any furniture or effects damaged or missing from the property.
 - b) **Linen and Towels:** All linen is provided for your booking. Linen includes all bedding, bath towels and kitchen linen and pool towels. It is the guest's responsibility to wash and dry the supply of linen "as required" in the washing machine and dryer provided throughout their stay to ensure an adequate supply. Due to health requirements all guests are required to use sheets and pillowcases.
 - c) **Drying Areas:** Linen cannot be dried on the balcony and must be dried in the dryer or in the apartment on drying racks.
- 9. Internet Access:**
Complimentary internet access is provided with this booking.
- 10. Liability:**
- a) Guests should have adequate travel insurance to cater for all travel contingencies including coverage of all personal belongings of the guests ie: baggage, vehicles etc, accident, and injury or illness during their stay. Liability shall be at the risk of the guest at all times and the property manager/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 and ensure you have adequate travel insurance in place to cover every travel contingency. You agree to indemnify the Property Manager/Property Provider/Agent/Owner from any claim of loss of personal effects, accident, injury, illness, financial damage direct or indirect, whatsoever incurred by you or your associated guests or visitors in booking this property and acceptance of your booking constitutes your acceptance of this Liability clause.
 - 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 the client/guests's occupation.
- 11. General Conduct/Visitor Obligations:**
- a) The property offered is **Non-Smoking**. The Visitor must not smoke in or around the property or a deodorising fee will apply. Smoking in Common Areas in apartments is not permitted. (A copy of the Bylaws is provided 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/property manager 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, settle your account or for any legal requirement.
- 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.