

PAYMENT

Please complete only the section that applies to your holiday. Should you require any assistance please contact 08 9260 4410 or +61 8 9260 4410.

1. DEPOSIT

If the date of commencement of your holiday is **more than 60 days after today's date** you are only required pay a deposit of **25%** of the cost of your stay. The balance is due 60 days before your holiday commencement date.

Total number of nights staying	
Tariff per night	
Sub total	
Cleaning fee	AUD \$490
Baby pack – optional \$150 (includes pram, cot and high chair)	
TOTAL	
25% deposit (reqd to confirm booking)	
Balance remaining 75%	

2. FULL PAYMENT

If the date of commencement of your holiday is **less than 60 days after today's date** you are required to make full payment now to secure your booking.

Total number of nights staying	
Tariff per night	
Sub total	
Cleaning fee	AUD \$490
Baby pack – optional \$150 (includes pram, cot and high chair)	
TOTAL	

3. PAYMENT METHOD (please tick)

Payment options include:

- Cheque payable to Dream Holiday Homes (attached)
- EFT (Dream Holiday Homes, BSB: 016-104, Account No: 453847415)
- Credit card (details below). **Amex incurs a 2.5% surcharge**
- Visa Mastercard Amex (tick a box)

Card Number _____

Name on Card _____

Expiry Date _____ CVV number (3 digits on card rear) _____

Signature of Card Holder _____ Date _____

4. BOND PAYMENT

A credit card bond is deducted 7 days prior to the commencement date of the stay, **please note we do not accept AMEX for bond payments** :

Payment options include:

(please tick)

- Same as above **or** New credit card (details below)
- Visa
- Mastercard

Paradiso \$5000 _____

Aqua Villa \$5000 _____

Nautica \$7000 _____

Solitude POA

Card Number _____

Name on Card _____

Expiry Date _____ CVV number (3 digits on card rear) _____

Signature of Card Holder _____ Date _____

Where did you hear of **Dream Holiday Homes**?

- Booking Agency (please specify) _____
- Referral (please specify) _____
- Existing Customer (please specify) _____
- Internet (please specify) _____
- Press (please specify) _____
- Tourist Bureau (please specify) _____
- Other (please specify) _____

Dream Holiday Homes Conditions of Short Term Holiday Rental Agreement

CHANGES TO HOLIDAY BOOKINGS:

Where possible we will accept certain changes to a booking after the booking has been confirmed with a deposit. In such cases an administration fee of \$50.00 will be charged.

CANCELLATION:

If you cancel your booking within 24 hours of confirmation by Dream Holiday Homes then you are entitled to a full refund. After 24 hours your deposit is non-refundable. If the booking is cancelled in writing more than 60 days 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 60 days prior to the date of commencement of your holiday **and** we are successful in finding guests to fill the dates at the holiday home we will refund all but the agreed deposit. You may want to take out a travel insurance policy to safeguard your investment in your holiday should you need to cancel.

PRIMARY GUEST OBLIGATIONS ON CONDITION OF PROPERTY

A credit card bond of \$5,000 (\$7,000 for Nautica) is deducted by The Owner seven days prior to the commencement date of the stay. This bond will be refunded within 3 working days of check-out provided the Primary Guest's obligations in respect of the property have been met. Any and all additional charges incurred by the Owner to return the property to a clean and tidy state or any costs related to damage or breakage (as discussed under Primary Guest's obligations in respect of the property) shall be deducted from the bond before it is refunded or taken from the credit card if discovered after the bond has been refunded. Should these costs exceed the amount of the bond, the Primary Guest will be required to pay the additional amount. **This home is only to be used for private accommodation purposes by the persons listed on the booking form. Having more than agreed number of guests at the home without written permission of the owner will result in the entire bond being forfeited.** Should the police/security attend two or more times as a result of justified neighbour complaints the entire bond will be forfeited. Should the guest smoke cigarettes, tobacco or any form of tobacco product or consume illicit drugs inside the home, the entire bond will be forfeited.

CREDIT CARD PAYMENT

I also authorise The Owner to charge my credit card (details of which are noted above) for any or all of the following payments:

- * The deposit for my holiday as shown above
- * The full payment for my holiday as shown above
- * The one-off cleaning fee of \$490
- * The baby pack fee of \$150 (if required)
- * Any long distance phone calls (local calls are free) charged against the home's account during my stay
- * In accordance with the 'Special Conditions' that apply to the holiday home I have booked I agree that I may forfeit the bond up to a maximum \$5,000 (Nautica \$7,000) if there is any damage during the term of our stay. This is without prejudice to the Owner's right to take legal action for any damage in excess of \$5,000 (\$7,000 for Nautica).
- * Any additional cleaning costs required to return the house to a clean and tidy condition over and above the standard cleaning fee will be deducted from the bond. Cost to clean the BBQ is not covered by the cleaning fee. Should these costs exceed the bond the Primary Guest will be required to pay the additional amount.

SPECIAL CONDITIONS Reservations for short-term holiday accommodation are accepted by Dream Holiday Homes Pty Ltd ATF The Dream Holiday Homes Trust, 21 Moore Street, East Perth, **ABN 26 983 740 482.**

The following terms and conditions shall apply to all bookings:

RENTAL CONTRACT The rental contract is between the Primary Guest and The Owner of the individual property (see above) and is subject to the terms and conditions herein. The contract for accommodation shall not be effective until The Owner sends the Primary Guest written confirmation of the booking.

DEPOSIT The accommodation booking will not be confirmed by The Owner until the Primary Guest's deposit payment is received and cleared. If the accommodation booking is made within 60 days of the date of commencement of the Primary Guest's proposed holiday, the full tariff for the Property is required together with any bond, credit card information and any other payment applicable.

FINAL PAYMENT The full amount payable in respect of the Property rental must be paid at least 60 days prior to the date of commencement of the booking. If the full payment has not been received by The Owner at least 60 days prior to the start of the rental period, then The Owner reserves the right to cancel the booking without notice and the Primary Guest will forfeit their deposit which will be non-refundable in all circumstances.

INSURANCE The Owner recommends that the Primary 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 Primary Guest's reasonable control, as once the booking has been made, confirmed and receipted, the Primary Guest will be responsible for payment of the full rental amount whether or not occupation of the Property occurs.

ADDITIONAL FEATURES (IF ANY) The Primary Guest acknowledges that the use of any additional amenities e.g. kayaks, boats etc. is entirely at the Primary Guest's risk and The Owner accepts no responsibility for any injury, loss or damage to property or any third party arising from the use thereof.

GUEST'S PROPERTY All personal belongings, baggage, vehicles and other property of the Primary Guest/Guests of any description shall be the risk of the Primary Guest at all times and The Owner does not accept any responsibility for any loss or damage thereto.

OCCUPANCY The Primary Guest may only allow the Property to be occupied by a maximum of eight (8) persons at *Aqua Villa*, ten (10) persons at *Nautica* and *Solitude* or twelve (12) persons at *Paradiso* and those persons shall be nominated in the Primary Guest's application. Under no circumstances shall the number of people present at the home be greater than the maximum without The Owner's written permission. The Owner reserves the right to refuse occupation of the Property to the Primary Guest or cut short the stay of the Primary Guest and retain the entire bond if the condition on the number of people occupying the Property is not observed.

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 his sole discretion) be unsuitable.

BOOKING CONFIRMATION Once a Primary Guest's booking has been confirmed and receipted, the Primary 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.

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

PRIMARY GUEST'S OBLIGATIONS IN RESPECT OF THE PROPERTY The Primary Guest shall be responsible for the Property during the Primary Guest's stay. The Primary 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 Primary Guest must not remove anything from the Property. The Primary 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 Primary Guest's occupation of the Property and all costs of repair and replacement thereof shall be payable to The Owner upon demand. Any removal of or 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. It is the Primary Guest's responsibility to leave the barbecue clean. Any cost incurred to clean the barbecue will be deducted from the bond.

The property is not to be used for weddings, parties, receptions, performances, social gatherings, filming, photography shoots or commercial purposes. Should the Primary Guest use the property for such purposes without The Owner's prior written consent or should the police be called to the property two or more times for noise complaints, the entire \$5000 (\$7,000 for Nautica) bond will be forfeited to the Owner.

DESCRIPTION OF THE PROPERTY All information in respect of the Property contained in The Owner's promotional material is believed to be correct at the time of the printing, however all details contained in the material 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 beyond The Owner's control or 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 Primary Guest or any one or more of them.

ARBITRATION Should any dispute arise between The Owner and the Primary Guest which cannot be mutually resolved the matter will be referred to arbitration by a single arbitrator agreed to by the parties, but failing agreement upon a single arbitrator, then a single arbitrator appointed by the President for the time being of the Real Estate Institute of Queensland who shall act as sole arbitrator in accordance with the provisions of the Commercial Arbitration Act 1985 as amended and whose decision shall be final and binding on the parties.

AVAILABILITY OF PROPERTY The short term accommodation contract negotiated by The Owner and made between the Primary Guest and The Owner is made on the understanding that the Property and its facilities as stated in the booking confirmation will be available as represented to the Primary Guest. Should any events whatsoever arise beyond the reasonable control of The Owner which render the Property uninhabitable (for example flood, fire, excessive damage by a previous Primary Guest etc) then The Owner may have to cancel the Primary Guest's booking for the Property. Should such circumstances arise then The Owner will endeavour to relocate the Primary Guest to a holiday home of similar standard to the property in the same area. Where this is not possible, The Owner will refund all monies paid by the Primary Guest in respect of the Property. Upon refund of the monies paid, the Primary Guest shall have no further claims whatsoever against The Owner.

RESIDENTIAL TENANCIES ACT NOT APPLICABLE. The Primary Guest and The Owner acknowledge and agree that the Rental Agreement to which these conditions apply is bona fide entered into for the purposes of conferring on the Primary Guest a right to occupy premises for a holiday within the meaning of Section 21 of the Residential Tenancies Act 1994 ("the Act") and the parties to the Agreement confirm that the provisions of the Act shall not apply to the Rental Agreement notwithstanding the fact that the term entered into is not in excess of 6 weeks.

WE ARE MEMBERS OF GUESTS BEHAVING BADLY PTY LIMITED. It is a condition that we may disclose information about the Primary Guest's use of and behavior while using the accommodation to Guests Behaving Badly Pty Limited and to third party services providers, for example those that investigate or protect against activities harmful to guests, visitors, employees and others, or to property. Once again, we can only use the Registered Occupiers' personal information in accordance with our Privacy Act Statement. Similarly, a copy of the Privacy Act Statement for Guests Behaving Badly Pty Limited is available upon request or at the website at www.guestsbehavingbadly.com.au. Our confirmation of your reservation is based on your agreement that we may collect your personal information for the purpose of conducting a check on a data base to which we subscribe. We reserve the right to cancel your reservation should we determine as a result of that check that we are not able to provide you the goods and services you require.

SMOKING/PETS . Smoking or having pets in the property are not permitted. A \$250 collection fee applies if cigarette butts are not disposed of in a bin and merely left for our cleaners to collect from around the property.

1. Waiver of liability

Exclusion of liability

- 1.1 To the full extent permitted by law, the Owner is not liable for any damage or loss to any property, or injury to any person, no matter how it happens, except to the extent that the Owner or someone the Owner is responsible for causes that damage, loss or injury intentionally or negligently. By the agreement the owner does not purport to exclude any liability that by law cannot be excluded
- 1.2 The Owner makes not representations about the state, fitness or use of the Property.

Waiver of liability

- 1.3 Subject to Clause 1.2 the Primary Guest understands that the Primary Guest is staying on and using the Property at the sole risk and responsibility of the Primary Guest. The Primary Guest, to the extent that the Primary Guest is able to do so, waives all rights and claims that the Primary Guest may have against the Owner concerning the state, fitness or use of the Property, and any damage or loss to any property, or injury to any person

Indemnity

- 1.4 The Primary Guest must continually indemnify the Owner against any liability, loss, damage or expense arising from any of the following :
- 1.41 The Primary Guest's occupation or use of the Property.
- 1.42 Something the Primary Guest does or fails to do, or someone the Primary Guest is responsible for does or fails to do.
- 1.43 Something anyone else, including a trespasser, does while on the Property.
- 1.44 Anything entering, leaving or affecting the Property.
- 1.5 Despite the previous clause, the Primary does not have to indemnify the Owner to the extent that the Owner, or the Owner's employees, agents or contractors, contributed to the liability, loss, damage or expense by a negligent or intentional act or omission

2. Notices

Giving notices

- 2.1 A notice, consent, information, application or request that must or may be given or made to a party under this agreement is only given or made if it is in writing and :
- 2.1.1 Delivered or posted to that party at its address set out on the first page of this agreement; or
- 2.1.2 Faxed to that party at its fax number set out on the first page of this agreement. If a party gives the other party 3 business days' notice of a change of its address or fax number, a notice, consent, information, application or request is only given or made by that other party if it is delivered, posted or faxed to the latest address or fax number.

3. Miscellaneous

Assignment

- 3.1 Except as expressly permitted by this agreement, a party must not assign any of its rights under this agreement without the prior written consent of the other parties. That consent may be given or withheld at a party's absolute discretion.

Severability

- 3.2 If a clause or part of a clause of this agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this agreement, but the rest of this agreement is not affected.

Variation

- 3.3 No variation of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement

Waiver

- 3.4 The fact that a party fails to do, or delays in doing, something that the party is entitled to do under this agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion

4. Definitions and interpretation

Definitions

- 4.1 In this agreement the following definitions apply:
Property means the land of which the Owner is the registered proprietor. It may include the use of vehicles which may from time to time be supplied with the Property. Period means the period of use by the Primary Guest of the Property, set out on the first page of this agreement.

DECLARATION

I declare that I am over 18 years of age and that this booking is made in accordance with the Terms and Conditions. Furthermore I agree to be held responsible for any and all charges due and payable on this holiday home booking.
ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT.

Signature of Primary Guest

Date