These Terms and Conditions listed below were last updated on 19/1/18

1. GENERAL TENANCY RULES:

1.1. Before making a booking & paying a deposit it is your responsibility to have read and understood the Terms and Conditions. We reserve the right to change all or part of these Terms and Conditions at any time and it is your responsibility to keep yourself updated on any changes which will be displayed on our website.

1.2 Guests and invitees must monitor the observance these Terms and Conditions at all times. A breach by your invitees/guests will be considered a breach by you. A breach of these Terms and Conditions may result in, but is not limited to, you being evicted from the premises, losing your bond (if applicable) and or a deduction made from your credit card, and a forfeit of all monies paid.

1.3 If the premises are damaged due to accidental, negligence or wilful act of the guest or the guest’s invitees the premises will be repaired by us at the cost of the guest. Any damage over the amount of $500.00 will result in a report lodged with the Police as malicious damage. We are not required to issue you a tax invoice for any repairs that have been carried out at the premises or for any charges which have been claimed against you.

1.4 Use of the premises is for strictly residential purposes only. For any event or other than as residential premises (at our sole discretion) will result in the immediate termination of the booking, removal of guest(s) and other occupants from the premises and all other costs or expenses (including a function/extra cleaning fee) will be deducted from bond monies paid and or a charge processed against the guest’s credit card. If insufficient funds are available, the debt will be passed onto a debt collecting company or the courts for the debt plus recovery costs.

1.5 The person affecting a booking shall be deemed to have accepted the booking conditions on behalf of all persons named in the booking. The person who makes/confirms a booking on behalf of another person shall be deemed to have accepted the booking Terms and Conditions on behalf of all persons named in the booking.

1.6 Noosa Retreats reserves the right to enter the premises during your stay for any reason.

2. GUESTS MUST:

2.1 Be courteous and considerate guest and maintain noise at a reasonable level- in particular, between 10pm and 8am.

2.2 Comply with parking regulations and show consideration to neighbors.

2.3 Dispose of garbage in accordance with the usual practice at the property.

2.4 Excess waste/bottles etc. are to be removed from the property to avoid a collection charge & dump fees.

2.5 Notify Noosa Retreats of any issues or complaints as soon as is possible.

2.6 Be responsible for their visitors and maintain the security of the premises.

2.7 Abide by any order issued by police or any regulatory authority and refrain from engaging in any illegal, drunken, offensive or obscene behavior.

2.8 Disclose true and correct information when asked to do so by Noosa Retreats, if a guest supplies false or misleading information the Agent reserves the right to terminate the booking without notice and all monies paid will be forfeited.

2.9 Allow the Agent access to the property should it be requested.

3. TARIFFS:

3.1 Tariffs, prices/quotations are subject to change without notice and will not be guaranteed until a deposit has been processed and you have received formal confirmation in writing from our office or agent.

3.2 During Peak Season (20th December – 14th Jan) min 7 night stays may apply.

3.3 Prices listed on our website, Airbnb and Homeaway are subject to change, once you have paid your deposit your rate has been locked in. If any specials are held/or lower prices advertised after you have paid your deposit we cannot amend the rate.

3.4 Rates do not include items of a personal nature, meals, transfers and existing or proposed taxes and government charges, unless otherwise indicated.

3.5 Any verbal quote given is an estimate only of price, which will be subject to a written advice on confirmation of the reservation. Minimum length of stay restrictions may apply to certain rates during special event periods. All prices and other payments and conditions should be confirmed at the time of booking.

4. OTHER FEES:

4.1 If a credit card transaction is declined for any reason a $20.00 re-processing fee may be imposed.

4.2 Hire items available are at the quoted rate.

4.3 Any lost keys will incur a replacement fee of $155 per key/remote. Should this happen during your stay you must advise your property manager immediately.

4.4 Overseas credit cards attract a 1.5% surcharge.

4.5 If there are more people staying overnight at the property than included in the standard tariff rate then additional bedding will automatically added to your booking.

5. DEPOSITS, BONDS & RENTAL PAYMENTS:

5.1 A 20% deposit of the total rental amount is required to secure your booking and must be paid at the time of making your booking via one of our approved methods.

5.2 The balance must be paid at least 30 days prior to your arrival date and will be auto deducted from your credit card on file. It is your responsibility to ensure that clear funds are available on this day.

5.3 If you wish to make final payment via EFT transfer you must notify us of this in writing 7 business days prior to your payment due date.

5.4 For bookings made within 30 days prior to your arrival, full payment is required at the time of booking including any bond monies.

5.5 At least one form of rental payment must be made via credit card in order to validate your card details prior to your stay.

5.7 For all houses/units a $250 – $2,000 (depending on property) bond is required to paid at the time of your final payment via EFT Transfer into our Account (allow 7 business days prior to the 30 days processing time to appear in our Account). Please use your surname and arrival date as a reference when transferring bond payments via EFT transfer.

5.8 Bonds will be released after your departure once the property has been inspected and deemed left in a similar state to your arrival. Any damage, loss or expense incurred as a result of your breach of these Terms & Conditions will be charged against the security deposit and if necessary the credit card. Examples of this include but are not limited to any breakage, damage or excess cleaning requirements, extra guests beyond those declared and security call outs. If a deduction is to be made due to any of the above an Administration Fee of between $50.00 and $300.00 will also be charged to cover arranging for replacement or repair of items etc.

5.9 If bond monies are not received as per the above we reserve our right to refuse your check in and all monies paid will be forfeited.

5.10 Pre-authorisation funds must be available 48 hours prior to your check in or keys will NOT be issued and your booking will be forfeited.

5.11 Bond monies will be returned via the same way they were paid within 14 business days of departure date only if these Terms and Conditions are complied with and not breached in any way.

5.12 If a bond deduction is made you will be notified by phone and via the email address associated with your booking.

5.13 Standard payments accepted include; Credit Cards (Mastercard and Visa) (Through Airbnb or Homeaway) or Direct Deposit to Noosa Retreats (allow 3 days transaction time).

5.14 Payment of any amount due must be received in Australian dollars net of any bank or other transaction charges.

5.15 Refunds of bonds into an overseas bank account will incur a AU$35.00 fee which will be deducted from the bond held.

6. REFUNDS & CANCELLATION POLICY:

6.1 Should you wish to cancel for whatever reason the deposit is NOT refundable. Your booking has been held specifically for you.

6.2 If a booking is cancelled INSIDE of 30 days prior to arrival - for whatever reason and the property is NOT rebooked again by another guest for the same time and same tariff, the WHOLE tariff will be forfeited.

6.3 The following conditions apply to alterations to confirmed bookings GREATER than 30 days from arrival:

6.31 Any requests for alterations or changes to bookings are the discretion of the property manager

6.32 The new booking must be made to the same property as originally booked

6.33 The tariff for the new booking must be the same or greater than the original booking

6.34 The prevailing tariff at time of change will be applied to a new amended booking 6.35 The new booking must be within 6 months of the original booking date

6.4 If a booking is cancelled for whatever reason and the property is rebooked again by another guest for the same time and same tariff, the original deposit will be refunded less a $350 (incl GST) Administration fee.

6.5 We strongly recommend you purchase travel insurance to cover any unforeseen circumstances including loss of deposit, cancellation of airline flights, cancellation fees, medical expenses and loss of any personal belongings during the stay.

6.6 The owner will make every effort to ensure the property is available as booked. However, the owner reserves the right to make alterations to bookings due to unforeseen circumstances.

7. REFUNDS & TERMINATIONS BY AGENT:

7.1 If for any reason the premises become unavailable before or during your stay we will endeavor to find suitable alternative arrangements. If satisfactory alternative arrangements cannot be made, we will refund monies paid for the part of the booking not fulfilled.

7.2 Noosa Retreats will not be held responsible in anyway should a property no longer be available to be booked, is listed for sale, sold or the Agent’s appointment to act is terminated and your booking is cancelled.

7.3 If after arrival clients are dissatisfied with any aspect of their accommodation & decide to terminate their stay, the amount to be refunded, if any is at the sole discretion of Noosa Retreats.

8. ARRIVALS & DEPARTURES:

8.1 On receipt of final payment; key placement at the property, the directions and address will be provided.

8.2 FOR HOLIDAY HOMES- Check in time is FROM 2.00PM.

8.3 Check in times are a guide only, if your check in time is delayed for whatever reason no compensation will be made.

8.4 Check out time is strictly by 10.00am. We employ contract cleaners therefore there is NO flexibility that allows for a later check out (unless approved prior in writing).

8.5 A late checkout fee (equivalent to a full nights room rate) will automatically be deducted from the guests bond and or credit card for a late check-out and the guest hereby authorize the manager to do so.

9. USE OF THE PREMISES:

9.1 The premises must be left in a similar state to the condition on arrival. Failure to leave the premises in a satisfactory manner will result in you incurring extra charges. You authorise us to charge you for the additional costs we incur to clean the premises at our absolute discretion upon your departure.

9.2 Upon departure the property should be vacated on time and secured. All rubbish removed from the property or placed in bins provided. All crockery and cutlery must be washed and packed away. All furniture and furnishings must be left in the position they were in upon arrival. The property must be left in a clean and tidy condition.

9.3 Only the number of people listed on your confirmation letter are included in the nightly rental rate and permitted to stay at the premises overnight. If your number of people exceed this amount additional bedding arrangements will automatically be added to your booking.

9.4 The number of guests at the property should not exceed the number agreed to under the tariff rate at any time unless you have advised us in advance and additional bedding arrangements have been made. If there are more people than declared at the property upon check in, or any time during your stay, we reserve the right to terminate your booking without prior notice and all rental monies paid will be fortified.

9.5 Noosa Retreats deems children as being under 13 years of age and infants being under 3 years of age. A maximum of 1 additional infant may stay at the property included in the normal nightly tariff per night for no additional charge (if using existing bedding provided). If there are two infants required to stay at the property you must advise us of this at the time of booking, additional charges apply.

9.6 Due to health and Safety and Fire Regulations guests must not sleep on couches or in any other areas apart from in beds supplied. If additional bedding is required you must order and organise this through our agency prior to your booking.

9.7 You must not use the premises for any unlawful purpose.

9.8 All rental properties are strictly non-smoking properties. In accordance with State Legislation, smoking is NOT permitted inside any Holiday Rental Property. If it is found that smoking has occurred, costs associated with the cleansing of the property to remove all traces of cigarette smoke will be charged to the guest. This can include dry cleaning of soft furniture and furnishings. Many properties allow smoking outside the premises but smoking must only occur more than 3 metres away from the doorway of any property.

9.9 Furniture is NOT to be moved and only outdoor furniture is to be used outdoors. 9.10 Re-tuning of TV’s and or VCR’s is NOT permitted. The attachment of electronic games and devices to the television/video system is NOT permitted. If re-tuning is necessary after such use, the guest will be required to pay any costs incurred.

9.11 Parties and other functions are STRICTLY PROHIBITED. The rental is for private domestic holiday use only. This rate does not allow for the extra costs associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Disturbance to neighbors, including excessive noise, is strictly prohibited.

9.12 Use of any equipment supplied or available at the premises is at your own risk.

9.13 You must comply with all reasonable directions provided by us. We reserve the right to enter the premises at any time for any reason to ensure the compliance with these Terms and Conditions.

9.14 It is the guest/s responsibility to maintain the security of the premises once key-hand over has taken place, this includes keeping all doors/windows/gates locked at all times to maintain security.

9.15 You must use the property in a safe way at all times. If it is deemed that you and or any of your guests may not be using the property in a safe way we may terminate your booking and all monies paid will be forfeited. This is at the sole discretion of Noosa Retreats.

9.16 Our Holiday Homes have a maximum number of adults allowed per booking, please enquire before placing your booking.

9.17 If maintenance is reported by the guest, you may be asked to participate in basic trouble shooting prior to a tradesperson attending the premises.

9.18 Guests must be at least twenty-one (21) years of age or be accompanied by someone at least twenty-one (21) years of age.

10. BREACHES:

10.1 A failure to comply with any of the above Conditions may be considered a serious breach of this agreement resulting in your eviction, the loss of your bond and/or a debit being made to your credit card on file.

10.2 Any damage that totals over the amount of $500.00 will be reported to the Police as malicious damage and criminal charges may be apply.

11. SWIMMING POOLS:

11.1 You and your guests must not use glass or glass products in the pool area.

11.2 Ensure that children are supervised at all times.

11.3 Children must not use swimming pools when an adult is not present.

11.4 Do not run around pool areas.

11.5 Pool cleaning/filtering equipment is not be to be tampered with. If pool equipment is not found the same way it was supplied upon entry, additional charges will apply. This is at the sole discretion of Noosa Retreats

11.6 All swimming pool inflatable items must be removed from the swimming pool prior to departure.

12. LOSS, DAMAGE & INJURY:

12.1 Use of the property, its contents, equipment and facilities are at your own risk.

12.2 You will be held responsible for any damage, breakages, theft or loss of any property on or in the premises during your stay (including keys). If any property is affected in this manner, you will be responsible for all related costs for the repair or replacement of the affected property. By making your booking and paying a deposit you authorise our Agency to deduct these costs from your bond, monies paid (or owed) by you and or, charge your credit card on file accordingly.

12.3 Noosa Retreats nor the owner of the premises takes any responsibility for the loss or theft of your personal property nor any bodily injury on or at the premises.

12.4 Noosa Retreats both for itself and on behalf of their employees or agents do not accept any responsibility for any act, omission, default or neglect of themselves, their employees or agents for injury, damage, or loss to persons or goods whatsoever or however the same may be caused and they do not warrant and are in no way responsible for the accuracy of any information given in statement made by their service providers in terms of travel arrangements. By utilising the travel services provided by Noosa Retreats, you agree that: Noosa Retreats shall not be liable for the wilful or negligent acts and/or omissions of such carriers and/or service providers.

12.5 Noosa Retreats will not be liable for any accident, injury, delay, property damage or personal loss to you or those travelling with you in connection with any accommodation, transportation, or other travel services resulting directly or indirectly from any occurrences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.

13. PARTIES:

13.1 Parties are strictly NOT allowed on the premises including; The definition of a party is at our sole discretion and may include any situation where the maximum number of guests allowed per premises is exceeded, the noise level is deemed too high, excessive traffic to and from the premises is identified, intoxication and or excessive alcohol is present.

13.2 If any rental is identified as having a party (at our sole discretion) we reserve the right to immediately evict all occupants and terminate your booking. Should this happen, all rental monies paid will be forfeited. In addition to this any expense resulting from cleaning, replacement of any furniture/fixture/breakage, including lost keys as well as any repairs will be deducted from the bond or charged to your credit card.

14. EVICTIONS:

14.1 Our Agency and or our Agency’s contractors reserve the right to immediately evict any guest, visitor or member of the public for the following (but not limited to) reasons: Intoxication and/or unsavory/lewd behavior; Willful damage to the premises, physical or verbal abuse/assault of our staff, other guests, residents, members of the public on or around the premises, behavior deemed as a potential safety threat to others, any breach of these Terms and Conditions.

15. CLEANING & LINEN:

15.1 Properties are fully self-contained and are not serviced daily. Should you require additional services please contact us prior to your arrival (charges will apply).

15.2 Please ensure that the property is left clean and tidy when vacating. All crockery and utensils must be washed and placed back in the cupboards. All furniture must be left in the same position as it was upon check in. Charges will be made for any additional cleaning or relocating of furniture in the property.

15.3 All rubbish and bottles must be removed from the property and placed in the rubbish bins provided prior to vacating. Any excess items left inside the property will incur an additional charge.

15.4 We are not responsible for any items left at the property after your departure.

15.5 Any requests for extra linen will be at the expense of the guest (1 towel per person is supplied, additional towels can be hired prior to arrival at $3.00 each). If this is not pre-arranged before check in a call out fee may apply.

16. EXTRA FEES AND CHARGES WHICH MAY APPLY:

16.1 We reserve the right to charge you a bond and or a credit card authorization at the time of making your booking or at any time during your stay. The bond or pre-auth may be used to cover incidental items such as (but not limited to) consumables, breakages, extra cleaning charges etc. The bond will be refunded to you once an inspection of the premises is carried out after you check out, less the cost of any incidental items, fees and charges.

16.2 The pre-authorised amount may be set aside by the credit card company for a period of up to 10 days. The pre-authorisation will affect your available funds balance or spending limit. For more information on this practice we suggest the card holder contact their card issuer. Once a pre-authorisation has been made, we cannot release, remove or lower the authorised amount, until we process the final account on departure. This is a merchant process and cannot be changed.

16.3 If you provided us with your credit card details, you provide your consent for us to deduct from your credit card any additional fees or charges stipulated in this agreement and your final rental payment amount.

16.4 If a security guard is called out by any person following a noise complaint during your stay at the premises a $165.00 call out fee will be payable by you. A second complaint will cause eviction with no refund of monies paid by you.

16.5 Any call outs (excluding security guard call outs) outside the hours of 9.00am – 5.00pm Monday-Friday will incur a fee.

16.6 Fees will apply if more guests then the amount stipulated on the confirmation email of your booking stay at the premises without our prior written consent.

16.7 You must pay all associated costs for the repair or replacement of damaged, lost or stolen property on or at the premises.

16.8 We reserve the right to charge you a special cleaning fee to cover the reasonable cost of additional cleaning of the premises that is required as a result of your occupancy which is at the pure discretion of Noosa Retreats. You agree that we are not required to issue you with a tax invoice.

16.9 Should you request any lost property to be posted to you after your departure this will be sent receiver to pay and a $55.00 admin fee will apply for our Agents time in arranging, collecting and posting the item back to you.

17. INFORMATION ABOUT RENTALS:

17.1 Whilst care is taken to ensure that the description of facilities and services of Noosa Retreats is accurate, these are continually being changed, upgraded, and on occasion taken out of service. If any feature/facility is essential for the guest in choosing a particular property, it is advisable that the guest checks this with the reservation staff at time of booking. Noosa Retreats cannot be held liable for omissions or errors, whether temporary or permanent, in regards a property’s facilities and services.

17.2 Photographs shown are an accurate representation of the property at the time the photograph was taken and are subject to change and fair wear and tear. Neither Holiday Noosa Retreats nor the owner of the premises accept responsibility for personal perceptions.

17.3 Air Conditioners, Swimming Pools and electrical appliances are subject to break down and sometimes, delayed repairs. Please report any breakdown as soon as you can. Whilst every effort will be made to repair these items as quickly as possible, no guarantee of their availability or serviceability for the duration of a stay is given. In the event of faults and/or malfunctions of appliances or inclusions, there is no obligation from the owner or agent to compensate or discount. We will accept no responsibility for any inconvenience with machinery breakdown however we will do over very best to repair or replace the item.

17.4 Under no circumstances does Noosa Retreats offer any refunds of rental monies paid if the guest is unsatisfied with any aspect of their accommodation (including before, during, or after check out). All complaints must be submitted in writing to Noosa Retreats.

17.5 Wi-Fi and Pay TV (Foxtel/Austar) is NOT included unless stated otherwise in writing. If free Wi-Fi is provided this is for private domestic use only (internet browsing) and is not designed to download large files or be used for commercial purposes. Internet speed and signal is not guaranteed. Should the Wi-Fi and or Pay TV become unavailable for any reason during your stay the Agent is not obliged to offer refunds or any compensation.

18. HIRE/ADDITIONAL/RECREATIONAL EQUIPMENT

18.1 Any item at the property, whether hired or supplied free of charge is used solely at your own risk.

18.2 It is your responsibility to thoroughly check all hire/additional/recreational equipment before use.

18.3 If you are not satisfied with the condition that any hire/additional/recreational equipment is supplied in or have any safety concerns what so ever do not make use of the item/s.. If you have any questions regarding these Terms and Conditions as outlined above please ensure you have raised them before placing your booking.

**19. PETS AT OUR PET FRIENDLY RENTAL PROPERTIES**

19.1 By prior arrangement, we welcome well behaved & trained pets as our guests.

19.2 Supply pets own bedding and sleeping outside or on tiled flooring inside.

19.3 For obvious reasons pets are not permitted on the furniture, in bedrooms or on beds.

19.4 Any damage to the property or surrounds, dog hair, faeces/urine, excessive digging caused buy your pet/s is the guest responsibility. Should your pet damage the property we would appreciate your honesty in letting us know of any accidents or breakages so we can work together to fix without hassle.

19.5 Bond will be forfeited should there be evidence of damage not reported.

19.6 Please don't leave your pet unattended inside the home at any time. Should they fret or make noise, it is requested that they accompany you on any outings.

19.7 Leave pets outside under cover with a cool bowl of water provided they do not bark.

19.8. Dog friendly beaches situated at Sunshine, Sunrise, Castaways, Peregian and Coolum beaches and the Noosa River precinct together with an area at the end of Hastings Street/Noosa Woods known as the "spit".

19.9. Dogs to be washed at either beach showers or at home following trips to the beach. Mobile dog washing services are available in Noosa.

19.10 Prior to departure - it would be appreciated if you could mop and disinfect anywhere your pet slept.

19.11 Dispose of all doggy doings from the garden and surrounds and wrap prior to placing in the bin. This is not the job of our contract cleaners. Should this task be required an automatic $40 deduction will be made from your security bond.