

Terms & Conditions of Occupancy

It is important that you read and understand these Terms and Conditions prior to booking. The following Terms and Conditions will apply to your stay at any property managed by Gold Coast Holiday Rentals (GCHR). We only accept bookings on the Terms and Conditions outlined in this document.

By making a booking and paying a deposit, you agree to abide by and comply with these Terms and Conditions as they stand now and as they may be changed from time to time on our Website at gchr.com.au. If you do not agree to any provisions of this agreement, you must not use our Website for your booking.

In case of any variation of booking conditions between us and an independent third party booking provider or wholesaler, the terms posted on the Website at gchr.com.au will apply.

These Terms and Conditions were last updated on 26 November 2016.

This section of the Website will always display the most up to date version of these conditions. We reserve the right to make changes to the Website and to this agreement from time to time at our sole discretion. By continuing to use the Website after we make any changes to it or to the terms of this agreement, you agree to be bound by the changes we make. We are not obliged to notify you of any changes to the Website or to our Terms and Conditions in advance. It is your responsibility to check our Website Conditions from time to time to acquaint yourself with the current version on the Website.

All the properties listed on this Website are fully self-contained apartments with full laundry facilities. Linen is provided as part of the tariff. The property has been stocked with an initial supply of complimentary items such as soap, detergents, tea and coffee, milk and toilet supplies for your convenience. These items are not replenished during your stay. Supermarkets and convenience stores are located nearby. Guests are to supply their own beach and pool towels.

Off-Site Letting Agent

We are a well-established independent licensed real estate agent and are not affiliated or associated with the on-site management of the resort or hotel. All GCHR Guest enquiries must be referred to the GCHR office located offsite in central Surfers Paradise (see <https://goo.gl/CzTSJ8>) and not the onsite management.

Check-in or check-out is ONLY available at the GCHR office. GCHR Guests cannot check-in or check-out at the building's on-site reception. GCHR Guests will not receive housekeeping, room service, concierge or porter service from onsite management. GCHR has exclusive management access to a limited number of properties at the building.

Office Hours and Key Collection

Our office in central Surfers Paradise is opened 9.30am to 430pm Monday to Saturday. Staff are on call between the hours of 430pm and 9pm Monday to Saturday and 9am and 6pm Saturday and Sunday. (<https://goo.gl/CzTSJ8>)

Key collection is available from 1.45pm (1345 hours) from our office on the day of arrival [24 hour access].. Guests will be provided (by email and SMS) with the access code (valid only for the day of arrival) to the key safe outside the office in the event that the office is unattended.

1. GENERAL RULES

1.1 Guest Responsibility

1.1.1 It is your responsibility to have read and understood these Terms and Conditions before making a booking and paying a deposit.

1.1.2 We reserve the right to change all or part of these Terms and Conditions at any time. It is your responsibility to keep yourself updated on any changes to these Terms and Conditions. If you object to a change of the Terms and Conditions after paying your deposit, it is your responsibility to immediately advise us using the contact details provided on the GCHR Website, and we both agree to negotiate reasonably to produce an outcome acceptable to both parties. Any such negotiation must take place before you occupy the Premises.

1.1.3 You must monitor the observance of these Terms and Conditions by your Guests and Visitors. A breach of these Terms and Conditions by your Guests or Visitors will be considered a breach by you. Please note that when we refer to a “Guest” and/or “Guests” in these Terms and Conditions, we are referring to all the occupants of an apartment. All Guests are jointly and severally liable for the actions of any and all Guests in each apartment. This means that, if one of the Guests in an apartment causes damage and/or breaches the house rules, all Guests in that apartment will be held responsible and will be subject to whatever action is considered necessary by management.

1.1.4 A breach of these Terms and Conditions will result in, but is not limited to, you being evicted from the Premises, losing your Bond (if any) and/ or other monies paid (or owed) by you.

1.1.5 Your credit card details will only be used to pay for amounts relating to your occupation of the property. At the time of booking, the Guest authorises GCHR to process all amounts and charges associated with the occupation in an apartment as and when they are due. This information will never be supplied to a third party by us and will not be used for any other purpose.

1.1.6 By paying the deposit you agree to enter into an agreement to rent the Premises from us in accordance with these Terms and Conditions.

1.1.7 If the Premises are damaged during your occupancy due to accidental, negligence or wilful act of any Guest or the Guests’ invitees, the Premises will be repaired by us at the cost of the Guest. Any damage over the amount of \$500 may result in a report being lodged with the police as malicious damage.

1.1.8 Use of the Premises for any event or use other than as residential holiday accommodation will result in:

1.1.8.1 the immediate termination of the booking for the Premises;

1.1.8.2 removal of the Guest(s) and other occupants from the Premises; and

1.1.8.3 other costs or expenses (including a function/extra cleaning fee of up to \$2,000) being charged to 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.

1.2 Guests Must

1.2.1 contain noise to a reasonable level particularly, between 10pm and 8am;

1.2.2 comply with parking regulations and show consideration to neighbours and other vehicles;

1.2.3 dispose of garbage and recycling in accordance with the usual practice at the property and in the allocated bins. Guests must not leave rubbish in common or public areas;

1.2.4 notify the Agent of any complaints and/or report to the Agent any concerns with the property within 18 hours after arrival or otherwise as soon as is practicable immediately following the occurrence leading to complaint after occupation has taken place;

1.2.5 minimise their impact upon the residential amenity of the neighbours and local community;

1.2.6 be responsible for their Visitors;

1.2.7 observe and abide by any Body Corporate Rules/ property house rules and respect the residential amenities of the property and neighbours;

1.2.8 maintain the security of the Premises. Guests will be held responsible for any incident that occurs during their stay or upon departure as a result of the Premises being left unsecured;

1.2.9 abide by any noise abatement order issued by police or any regulatory authority;

1.2.10 refrain from engaging in any drunken, obscene or antisocial behaviour;

1.2.12 With respect to Social Media reviews, Guests are to ensure they oblige by Clause 2.11 of these Terms and Conditions first and foremost. Furthermore, Guests are to post reviews acting in good faith ensuring they are accurate and specific with any statements made, and about our effort/s to put things right for you. We encourage the responsible use of social media. By making a review about us or any of our apartments, on social media you acknowledge

1.3 Information about Premises

1.3.1 While GCHR makes every effort to ensure that the information provided by us is current and kept up to date, this information may change without notice. The description of the Premises is made in good faith and we will accept no responsibility for misdescription. All photos on this Website were taken on site and are provided as a guide only.

1.3.2 Photographs on the GCHR Website are an accurate representation of the described property at the time the photograph was taken and are subject to change with fair wear and tear. Neither GCHR nor the owner of the Premises accepts responsibility for personal perceptions. Nor do we take any responsibility for any errors or omissions contained on the Website. If any feature/facility is essential to the Guest in choosing a particular property, it is advisable that the Guest checks this with the reservation staff at time of booking. GCHR cannot be held liable for omissions or errors, whether temporary or permanent, in regards a property's facilities and services.

1.3.3 All properties under management are privately owned and are rented on a fully self-contained basis. 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. In such circumstances, the Agent will undertake best endeavours to repair, replace or hire an alternative.

1.3.4 All properties are non-smoking. We do not take any liability or offer refunds or compensation if any health issues arise during your stay. We take every precaution in our methods of cleaning the apartments to keep them at a healthy and clean state.

1.3.5 Where advertised, our Wi-Fi is free for guest usage. The Wi-Fi networks throughout our resorts are subject to third-party input including but not limited to: the local telephone exchange; Telstra's copper network; and building infrastructure;. While we cover the bill for you, we cannot guarantee its performance. Just like at home, telecom, ADSL and Internet connection issues can occur. Our dedicated IT support team is on hand to do what we can. Please do not touch, restart or reset the internet router in your apartment or unplug any cables. A surcharge of \$154 may apply if we have to call out our IT support. We do

not take any responsibility nor will we compensate for any loss of connection should connection issues be traced to the third party provider. We strongly recommend ensuring Guests have a back-up service such as Wi-Fi dongle or funds set aside for other internet connections if this service is a must-have for medical conditions, business, children or otherwise.

1.3.6 Foxtel services are open to issues including but not limited to technical failure and down time. We cannot warrant against this.

2. BOOKING CONDITIONS

2.1 Tariffs and Fees

2.1.1. Your “Total Booking Fee” represents your accommodation tariff; your processing booking fee (of \$22 (please see below); any Bond associated with the booking (please see below) and any Optional Extras requested (please see below).

2.1.2 Tariffs/ Prices listed on our Website are a nightly rate based upon a minimum stay of three (3) nights or five (5) nights during the period from Christmas day until early January (see below) and are guide only. Tariffs, Prices/ quotations are subject to change without notice and will not be guaranteed until your deposit has been successfully processed by us. At this time, you will be issued formal confirmation of your booking from us via email and/or SMS. This information is sourced from your booking information and as such we do not take any responsibility for confirmed receipt of this formal confirmation should email and mobile phone details be misrepresented. If a lower tariff is listed for a comparable property than previously booked we unfortunately cannot amend the tariffs charged after a booking confirmation has been issued.

2.1.3 Surcharges apply to one and two night stays. Between Christmas Day until early January a minimum five (5) night stay is applicable.

2.1.4 The number of Guests included in the quoted tariffs is outlined on each respective property listing. Where the booking is for more than the standard number of Guests listed, extra single rollaway beds will be provided at an additional fee of \$33.00 per Guest per night (a min charge of \$99.00 per person applies). For example if the tariffs for a particular property are for up to 6 Guests and the booking is for 10 people for 5 nights, 4 extra beds will be supplied at an additional cost of \$660.00 (i.e. \$33.00 * 5 nights * 4 extra Guests) for the stay.

2.1.5 There is no additional charge for an infant under two years of age. For infants below the age of two-years, cots are available for a charge of \$8.25 per Guest per night (a min charge of \$33 per booking applies). High chairs are also available at a cost of \$8.25 per Guest, per night (a min charge of \$33 per booking applies). In such circumstances, and where additional “rollaway” or foldaway beds are an option, these may be provided in addition to a cot.

2.1.6 An additional non-refundable processing booking fee of \$22.00 will apply to the processing of all bookings.

2.1.7 If a credit card transaction is declined for any reason, a \$22.00 reprocessing fee will be imposed.

2.1.8 Optional Extras if available (not available at all Premises) are included on the booking form, including: private transfer from either Gold Coast or Brisbane airports); and Express postage of apartment keys.

2.2 Payment and Deposits(s)

2.2.1 We only accept payment by credit card (no credit card surcharge for payments via Visa, MasterCard or AMEX).

2.2.2 A twenty-five percent (25%) deposit of the Total Booking Fee, or \$242, (whichever is the greater amount) is required to secure your booking and must be paid at the time of making your booking.

2.2.3 The balance of the Total Booking Fee must be paid at least one (1) calendar month before your arrival date. We will endeavour to send you a courtesy reminder one (1) calendar month before your arrival date, but the responsibility to make the payment rests with you. In any event the Guest authorises GCHR to process any balance due against the designated credit card at or around due date.

2.2.4 For bookings made within one (1) calendar month before your arrival date, full payment of the Total Booking Fee is required at the time of booking.

2.2.5 No matter what the circumstances, the Total Booking Fee must be paid by the Guest no later than one (1) calendar month before their arrival date.

2.3 Booking Process

2.3.1 The Guest responsible for the booking enters all the required details via the online booking form and then submits the booking request.

2.3.2 A computer generated email is automatically sent to the Guest advising that an online request has been received and is awaiting processing. Tariffs, Prices/ quotations are subject to change without notice and will not be guaranteed until your deposit has been successfully processed by us and you formal confirmation of your booking has been delivered by us via email and/or SMS

2.3.3 The Reservations staff will, by the end of the next business day, check the booking request for completeness and accuracy; make the required changes (if any); and send a confirmation from the reservation software system by email once the deposit payment has been processed to confirm that all is in order and the booking is secured.

2.3.4 In specific circumstances, at the discretion of the Agent, Guests may be asked to pay a bond at the rate of \$200 per person, as part of the Total Booking Fee, prior to the deposit amount being processed. The Agent has the right to decline a booking request from any Guest who does not wish to comply with this booking condition. *Please note a \$200 per head bond payable at time of booking applies to all 1 night stays*

2.3.5 Only at this point does a contract exist between the property owner as the accommodation provider and the Guest for such time as the Agent is authorized to offer the property for rent. If, for any reason, the Agent is no longer authorized to offer the property for rent, the Guest booking is immediately cancelled and the provisions of clause 3.2 apply.

2.3.6 Any subsequent changes or alterations to bookings must be in writing as telephone conversations are not recorded.

3. REFUNDS AND TERMINATING YOUR BOOKING

3.1 Termination by Guest

3.1.1 If you cancel your booking for any reason, you must notify us in writing, and the following cancellation fees apply:

- **a** If cancelled less than one (1) calendar month before arrival, 100% of the Total Booking Fee will be forfeited by you; OR
- **b** If cancelled more than one (1) calendar month before arrival, the deposit paid (as per confirmation email) will be forfeited by you.

3.1.2 If the Total Booking Fee has not been paid one (1) calendar month before your arrival date we may terminate the booking without notice to you and seek to re-let the Premises. If your booking is terminated under this clause, you will automatically forfeit all monies paid by you.

3.1.3 No refund will be given for early departure.

3.1.4 Refunds cannot be made for bookings cancelled due to inclement weather, illness or change in family circumstances. We recommend that you take out comprehensive travel insurance to protect you in this regard. It is extremely important that you take out Travel Insurance. It is ESSENTIAL that this insurance covers you for involuntary cancellation of your holiday outgoings.

3.1.5 Bookings may be transferred to a future date, at a cost of \$220, provided that the request to transfer by the Guest:

- **a** is made at least one (1) calendar month before arrival; and
- **b** is for the same property; and
- **c** is for a duration of at least five (5) nights; and
- **d** is for a period not later than four (4) months after the original arrival date; and
- **e** the applicable tariff for that season is correctly applied.

3.1.6 Except for circumstances outlined in Clause 3.2.1, credit card refunds are not permitted.

3.2 Termination by Agent

3.2.1 If the Premises becomes unavailable for occupancy before or during your stay for any reason (including but limited to. damage to the Premises; need to carry out emergency repairs; sale of the Premises by the owner; the termination of our appointment to act as Agent for the Premises; and/or any other eventuality), the Agent will, within one business day, notify the Guest of the change in circumstances (booking cancelled) and will endeavour to find suitable alternative arrangements for the Guest in another property where the Agent is the appointed property manager.

3.2.2 If the Guest determines that the alternative arrangements in the other property are not satisfactory, the Agent will, without hesitation, refund all monies paid for the whole or part of the booking not fulfilled.

3.2.3 We cannot be held responsible, to any party, should a property be listed for sale, sold, or the Agent's appointment to act is terminated for any reason resulting in the Guest booking being cancelled.

4. CONDITIONS OF OCCUPANCY

We endeavour to be in contact with you to advise of check-in arrangements approximately 48 hours before your arrival. However, these details are contained within the email correspondence sent out from our office prior to your arrival. All queries in regards to check-in arrangements should be directed to our office on 07 5539 8553 or bookings@gchr.com.au. If you expect to arrive early in the day and would like immediate access to your apartment, we recommend booking the apartment for the prior night to guarantee immediate access. Similarly, for late departures, reserving an additional night will guarantee access to your apartment until you depart.

4.1 Check-in and Check-Out

4.1.1 Check-in time is from 145pm onwards. We do not maintain an office at the property. Key Collection is available after 1.45pm (1345hrs) – available 24/7. You may collect your keys from the key safe outside the GCHR office. Additional charges will apply if we have to deliver keys in person. Even if keys are received via Express Post, this is not authority to unlawfully enter the property prior to Check-in time. All keys and attempts to access the property (and by who) are electronically tracked. A minimum of 50% of one night tariff is charged, increasing to one full night's tariff if earlier than midday, if access is attempted without

prior arrangement. If credit card processing for this earlier access is declined, this constitutes a breach of these Terms and Conditions, also allowing for eviction, including forfeiture of the entire Total Booking Fee.

4.1.2 You must check-out before 10.00am on your check-out day. Extra charges will apply if you are late in checking-out. If you need access to the property after 10am, please make a request beforehand. Reservations staff may be able to arrange a late check-out at a proportion of the next night's tariff, subject to availability. Once housekeeping arrives to your room at 10am, requests for late checkout cannot be processed.

4.1.3 You are responsible for the safekeeping and replacement of accommodation keys. Replacement or lost keys will be provided at an additional charge of \$165.

4.1.4 At the end of your stay, upon departure, please leave one set of keys in the apartment and ensure that the door is locked behind you. Please return the second set of keys to the GCHR office. Should the office be unattended, please leave this second set of keys in the key safe located outside the GCHR Office

4.1.5 Keys are not to be returned to the resort reception desk as these apartments are not under resort management. Any charges incurred by GCHR to retrieve the keys are the responsibility of the Guest.

4.2 Use of Premises

4.2.1 To maintain a good standard for guests, certain conditions need to be complied with when staying at the Premises. We appreciate that most guests will respect the relevant property, but because of the occasional case of abuse there is a need to draw your attention to the following conditions:

- On departure, the Premises must be left in a similar state to the condition on arrival. Failure to leave the Premises in a satisfactory state will result in you incurring extra charges. You authorise us to charge you for the additional costs we incur to clean the Premises on your departure if this condition is not observed. Before departure, all food must be removed from fridges, all rubbish put in the appropriate council rubbish bins provided, and crockery and cutlery washed and packed away. The Property must be left in a clean and tidy condition. The property should be vacated on time and secured. All windows and doors are to be locked;
- Only the number of people shown on the confirmation email may stay at the Premises overnight. The number of your guests at any time should not exceed the number stated on the confirmation email notice unless subsequently agreed in writing or email by us;
- You must not use the Premises for any unlawful purpose;
- You must not smoke on the Premises;
- Animals or pets are strictly prohibited on the Premises;
- Parties and other functions are strictly prohibited on the Premises. The Total Booking Fee charged is for private domestic holiday use only. Accordingly, this rate does not allow for the extra costs associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Failure to comply with this condition may be considered a serious breach of this agreement resulting in your eviction, the loss of your bond and/or other monies paid by you;
- Disturbance to neighbours, including excessive noise, is strictly prohibited and may result in termination and eviction without refund and extra charges may be incurred for security and other expenses. Please note that you are in a residential area and regard must be paid to the quiet enjoyment of neighbouring properties;
- You must comply with all reasonable directions provided by us; and

- If during your occupancy as an in-house Guest you notify and or request (by telephone, email or SMS) maintenance to fix/ rectify a particular matter, the Guest authorises us to enter the Premises to assess what is required and to carry out the required works. We undertake to always announce ourselves on arrival and will only enter the Premises if allowed by the Guest if in residence or if no persons are within the Premises we shall enter.

4.2.2 We reserve the right to enter the Premises at any time for any reason to ensure the compliance with these Terms and Conditions.

4.3 Breach of Conditions of Occupancy

4.3.1 A failure to comply with any of these conditions may be considered a serious breach of this agreement resulting in your eviction, the loss of your bond (if any) and/ or monies paid (or owed) by you.

4.4 Balconies

4.4.1 For your safety, if there are one or more balconies on the Premises, please ensure that you, your Guests and your Visitors observe the following rules:

- A maximum of six (6) people are allowed on a balcony at any one time;
- Do not climb on, sit on, push or use strong force against the railings;
- Avoid any behaviour which may cause damage to the Premises, the balcony or its safety features;
- Avoid any behaviour that may cause a person to injure another person, themselves or cause someone or something to fall from the balcony;
- Do not go out on the balcony if you are under the influence of alcohol or drugs;
- Ensure that all windows and balcony doors are locked before you leave the Premises.

4.4.2 If children or persons of concern will be visiting or staying at the Premises, ensure that they are supervised at all times when using the balcony.

4.4.3 At all other times, we highly recommend that you lock the door/s providing access to the balcony.

4.4.4 As an additional safety precaution, please ensure any blind or curtain cords do not pose a strangulation risk by making sure cords do not form a loop by fitting safety tassels and keeping beds, cots, playpens and other furniture away from blind and curtain cords.

4.4.5 Please note that the Premises are under video surveillance. Throwing objects from the balcony and windows is a criminal offence and is strictly prohibited. Persons doing so will be prosecuted under s317 of *Criminal Code 1899* (QLD). If indicted, this could be associated with life imprisonment. Should items be thrown from balcony or windows all guest/s will be escorted from the Premises immediately without any claim to monies paid for their intended occupancy period.

4.5 Pool Area

4.5.1 Glass or glass products are not permitted in the pool area. This condition is strictly observed.

4.5.2 Please ensure that children and persons of concern are supervised in the pool area and when using the pool.

4.6 Parking

4.6.1 Guests must park their cars only in the designated parking areas and clear of driveways.

4.6.2 You will be informed of the designated parking areas upon your request by us or at the time of check in and is subject to change. Do not park on grass areas. We cannot be held responsible for any fines imposed for non-observance of these rules.

4.6.3 All Resorts have designated parking and Guests must not park in any non-designated parking space. You may incur a parking fine if you do so. Any Visitors must find alternative parking and not encumber a non-designated parking space.

4.7 Loss, Damage or Injury

4.7.1 If on arrival you notice any existing damage or breakages within the Premises you must report your concerns regarding the condition of the property to our office within eighteen (18) hours after arrival. Otherwise it is agreed that all is in order with the Premises.

4.7.2 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. You authorise us to deduct these costs from your bond (if any), monies paid (or owed) by you and if further required, charge your credit card accordingly.

4.7.3 Neither GCHR nor the owner of the Premises takes any responsibility for the loss or theft of your personal property or for any bodily injury that occurs on, or at, the Premises. We recommend all guests purchase travel insurance as Management are not responsible for any injuries, illness or accidents that may occur whilst staying at our property. We do not provide working safes in the apartments.

4.7.4 You agree to indemnify the owner of the Premises, the Company and/or any of their employees, agents, and/or sub-contractors against any demand, liability, damage, fines, loss or expense of any kind arising from but not limited to:

- Your breach of these terms and conditions;
- The availability or quality of the services;
- Any error or misrepresentation of information provided to us by suppliers; and/or
- Loss of, damage to, or theft of property: loss of life: and/or injury or loss of employment in connection with the service.

4.8 Parties and Other Entertaining

4.8.1 We have a zero policy on parties being held in the Premises. A party is defined as:

- Any situation where the maximum number of Guests on the Premises is more than the permitted number of Guests; or
- Any situation where the noise level from the Premises is deemed too high thereby disturbing other guests and/or residents; or
- Any situation whereby excessive traffic to and from the Premises is identified; or
- Any situation where it is deemed that intoxication is occurring; or
- Any situation where it is identified that excessive alcohol is present.

4.8.2 If any Guest on the Premises is identified as having a party, we reserve the right to immediately request all occupants of the Premises to vacate the Premises and terminate the stay. In such a situation, the Total Booking Fee will be forfeited. In addition any expense resulting from additional 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.

4.9 Alcohol

- **4.9.1** We do not allow excessive levels of alcohol to be brought in to the Premises. Excessive amounts of alcohol is defined as:
 - Cases/slabs/cartons of beer pre-mixed drinks etc; and/or
 - Multiple bottles/cases of spirits/wine.
- **4.9.2** If a registered Guest or any persons associated with that Guest, is identified as bringing excessive amounts of alcohol to the Premises, that person/s will be requested to either:
 - relinquish the alcohol to us (or our appointed security provider) so as to be stored in safekeeping for their retrieval on departure; or
 - for the alcohol to be permanently removed from the Premises.

4.9.3 If at any stage, should a person be deemed in breach of this policy and refuse to abide by the requests, then that person will be requested to leave the Premises.

- **4.9.4** You should be aware that under Queensland law, if the accommodation complex has a liquor license, it is illegal for underage persons to consume or possess alcohol whilst staying there. Fines of up to \$2,500 apply. It is not illegal for underage persons to consume or possess alcohol in the privacy of the Premises. However, it is illegal for an adult to supply alcohol to a minor and then not responsibly supervise its consumption. It is illegal for anyone to drink alcohol or be drunk in a public place, including common areas within the accommodation complex, regardless of age. Fines for this offence range from \$100 to \$2,500.

4.10 Additional Actions that may Result in Eviction

- **4.10.1** We, or our appointed security provider, 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 unsavoury/lewd behaviour; or
 - Throwing objects off any balcony or Premises; or
 - Spitting or vomiting over the balconies; or
 - Wilful damage to the Premises or to surrounding property; or
 - Physical or verbal abuse/assault of our staff, other Guests, residents, members of the public on, or around, the Premises; or
 - Any behaviour deemed a potential safety threat to others; or
 - Any breach of these Terms and Conditions including alcohol or party policy; or
 - Any incident for which our appointed security contractor or police are required to attend.

4.11 Smoke Alarms

- **4.11.1** Apartment accommodation is equipped with back to base smoke alarms. Accidental trigger of these smoke alarms may result in the fire brigade attending. If the fire brigade attends a false alarm this will result in a fine from the fire department. These fines are expensive and are passed on to the Guest.

- 4.11.2 There is emergency evacuation signage located on every floor next to the lifts and on the back of the apartment doors. It is your responsibility to understand these evacuation guides, so please take the time to read through these on arrival.

5. SPECIFIC RULES RELATING TO YOUR STAY AT AN APARTMENT

5.1 If you are staying in an Apartment, you, your Guests and your invitees must comply with the by-laws, house rules and any reasonable directions provided by members of the body corporate's committee or building manager for the scheme.

5.2 The rules provided above under the heading of 'Conditions of Occupancy' and the definition of the 'Premises' extend to the common property of the scheme.

5.3 The properties listed on the GCHR Website are independently operated and managed. They are neither managed by, nor associated with, the resident building (on-site resort) manager ('Building Manager'). The Building Manager has no responsibility for the Premises, and is not responsible for your booking or stay. This includes issues relating to check-in, check-out, cleaning, maintenance and parking. For any such issues, please contact us at 07 5539 8553.

6. EXTRA FEES AND CHARGES WHICH MAY APPLY TO YOU AS A RESULT OF YOUR OCCUPANCY.

6.1 In addition to the tariffs and fees listed above and paid in full before you enter the Premises, additional fees and charges may be levied as outlined below.

- **6.1.1** A bond may be charged to your credit card before you arrive to take up occupancy.. This bond is charged to your credit card and, provided no additional charges have been incurred, (once the property has been inspected and deemed left in a similar state to arrival), is refunded within two (2) business days following your stay.
- **6.1.2 Please be advised that:**
 - If you provide us with your credit card details, you provide your consent for us to deduct from your credit card the bond value and any additional fees or charges stipulated in this agreement. Examples of this include (but are not limited to) any breakage, damage or excess cleaning requirements; and/or extra Guests beyond those declared. The minimum extra charge will be \$330; and
 - Where credit card details are not provided a cash deposit equal to the tariff for one (1) nights' accommodation may be required;
- **6.1.3** If a security guard is called out by any person following a noise or other complaint during your stay at the Premises, a \$275 call out fee will be payable by you. If evicted, there will be no refund of monies paid by you.
- **6.1.4** Additional fees will apply if more Guests than the number stipulated on the confirmation email of your booking stay at the Premises without our prior written consent.
- **6.1.5** You must pay all associated costs for the repair or replacement of damaged, lost or stolen property on or at the Premise. A min fee of \$330 will apply.
- **6.1.6** Should you or your Guest or visitor request any lost property be posted to you after your departure, this will be sent with receiver to pay the applicable postage costs. An additional \$45 administration fee will apply for our Agents' time in arranging, collecting and posting the item back to you.

- **6.1.7** The cleaning costs for this apartment are \$275. We are happy to pay this for you, as long as the apartment is left in a reasonable condition. If the apartment is not left in a reasonable condition 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. Extra cleaning charges will be incurred for the cleaning of the following inexhaustive list:
 - dirty dishes;
 - fully loaded dishwasher;
 - emptying the fridge or pantry or cupboards of food items (perishable or otherwise);
 - moving furniture back to its original location;
 - removal of rubbish;
 - excessively smeared glass (this will include mirrors, glass feature walls and balcony glass, and glass sliding doors; and
 - excessive drink spills on the floor and or balconies etc.

The minimum extra charge will be \$275. Should the cleaning fee be more than this amount, you will be charged the additional costs over and above the additional cleaning fee which will be deducted from the security bond or charged to your credit card. These fees are in addition to the function cleaning fees outlined in 1.1.8 above.

- **6.1.8** Should a Guest on departure not leave one set of keys inside the Premises and/or fail to return the second set of keys to our office, a \$66 administration fee will be charged plus replacement costs if new keys/fobs or swipe cards are required.
- **6.1.8** If a “meet and greet” at the Premises is required, a \$99 surcharge applies to enable us to meet and greet you during normal office hours. If a meet and greet at the Premises is required after normal office hours, a \$165 surcharge applies.
- **6.1.9** If a Guest locks him or herself out of the property and we are required to attend the premises to open the property, a \$66 surcharge call out fee applies during normal office hours or \$132 surcharge outside of normal office hours.

7. COMPLIANCE

7.1 The Owner of each of the properties listed on the Website has appointed the Agent, (trading as GCHR.com.au (BN 21271562) [ABN 26 161 786 938]), to manage the property on their behalf and receive the rental money into a statutory trust bank account. The law in Queensland requires real estate agents to bank monies received from all real estate transactions into a trust account that is subject to regular audits. This ensures that your deposit and rental money is protected.

7.2 This process is done independently from booking providers/ wholesalers, who provide marketing and promotional services on other websites in respect of these properties.

7.3 The GCHR Website (excluding any linked third party sites) is controlled by the Agent in Queensland, Australia. By accessing this site, you accept that any disputes about this Website or its contents are to be determined by the Courts having jurisdiction in Queensland in accordance with the laws of Queensland. This Website may be accessed throughout Australia and overseas. The Agent and/or associated entities make no representation that the content of this Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this site from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

7.4 If any part of this agreement is found to be void, unlawful or unenforceable then that part will be deemed to be severable from the balance of this agreement and the severed part will not influence the validity and enforceability of any remaining provisions of this Agreement.

7.5 Our privacy policy is available at <http://gchr.com.au/privacy/>.

8. INTERPRETATION

8.1 'Website' means the information portal at gchr.com.au.

8.2 'Apartment' means any lot in a community titles scheme for the purposes of the Body Corporate and Community Management Act 1997 in which you have agreed to stay through this Website.

8.3 'Premises' means the property listed on the Website where you have agreed to stay.

8.4 'Total Booking Fee' means the total rate or amount payable for the full period of your stay including the basic tariff plus (if levied) bond; fees for the supply of rollaway beds, cots and high chairs; private airport transfer and administration (including Credit Card reprocessing fees); and any other fees as outlined in these Terms and Conditions.

8.5. "processing booking fee" refers to the administrative charge of \$22.00 applied to all original bookings

8.6 'Agent' means A R Boulden Pty Limited ABN 26 161 786 938 trading as GCHR.com.au (BN 21271562) LN 359357. Principal A R Boulden LN 3219610 REIQ #61258.

<http://www.qld.gov.au/law/laws-regulated-industries-and-accountability/queensland-laws-and-regulations/check-a-licence-association-charity-or-register/check-a-licence/>

8.7 'Guest' means any person residing overnight on the Premises and permitted under the same booking.

8.8 All dollar amounts on the Website are expressed in Australian dollars (AUD\$) only. Overseas Guests need to consider changes in exchange rates and any impact that may arise as a consequence of making the booking.

8.9 Normal business hours are from 9.30am to 4.30pm (AEST or GMT+10) Monday to Friday excluding Queensland public holidays.

HOLIDAYS DISPUTE RESOLUTION POLICY

GCHR actively encourages feedback on our performance and the performance of our suppliers. This enables us to serve you better and improve our services to you.

Please let us know any concerns you may have about your property or our services promptly so we can attend to resolve them immediately by speaking to our office staff during our opening hours either in person or by phone on 07 5539 8553.

All complaints must be lodged in writing.

To ensure that we can examine and respond to your complaint quickly, please make sure you:

- Provide your name and contact details (preferably a phone number and an email address), the booking name and the reservation/booking number if available and the property address; and
- Please provide as much detail as possible about the nature of your complaint, and attach any relevant documents and other information that support your complaint.

How We Handle Complaints

This business is regulated by the *Property Occupations Act 2014* (QLD).

Our aim is to give excellent service. However, we acknowledge that the best systems, products and services can sometimes fail. We have therefore adopted the following procedures in order to achieve prompt and fair resolution of any complaints we might receive.

We seek your support and understanding in working through these procedures.

We invite you to:

- raise your complaint with the person you dealt with or ask to speak to the Manager;
- give us full details of your complaint (we may ask for more details so we can fully understand the circumstances leading to your complaint); and
- formalise your complaint in writing

If you are not satisfied with our initial response, we will endeavour to discuss your complaint with you as soon as we can, in order to promptly and fairly resolve the matter. If, after consideration, we cannot resolve the complaint to your satisfaction we will advise you in writing.

In an endeavour to provide excellent service, we regularly review our policies, procedures and performance. We do take complaints seriously and will act in good faith to resolve them promptly and in a way that is fair to all concerned.

Thank you for your co-operation and for raising your complaint directly with us.