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TERMS & CONDITIONS OF OCCUPANCY

1. GENERAL INFORMATION

- 1.1 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), the Agent. We only accept bookings on the Terms and Conditions outlined in this document.
- 1.2 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.
- 1.3 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.
- 1.4 These Terms and Conditions were last updated on 15 July 2018.
- 1.5 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.
- 1.6 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. All bookings are for room rate only and does not include any cleaning or servicing during your stay. If you wish to organise additional cleaning during your stay, additional charges may apply. Please contact the GCHR office for more information.

1.2 Off-Site Letting Agent

- 1.2.1 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.
- 1.2.2 We do not maintain an office on-site or premises, therefore we do not have the facilities to store luggage.
- 1.2.3 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.

1.3 Office Hours and Key Collection

- 1.3.1 Our office in central Surfers Paradise is open daily 0930 to 1630 Hrs. Staff may be on call via SMS +61 467 777 333 between the hours of 1630 and 2100hrs.
- 1.3.2 Key collection is available from 2pm (1400 hours) from our office (<https://goo.gl/CzTSJ8>) 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.

2. GENERAL RULES

2.1 Guest Responsibility

- 2.1.1 It is your responsibility to have read and understood these Terms and Conditions before making a booking and paying a deposit.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 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.
- 2.1.5 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.
- 2.1.6 By paying the deposit you agree to enter into an agreement to rent the Premises from us in accordance with these Terms and Conditions. You are granted permission to occupy the property for holiday purposes only. This is not a residential tenancy agreement under the Residential Tenancy act.
- 2.1.7 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.
- 2.1.8 Use of the Premises for any event or use other than as residential holiday accommodation will result in:
 - 2.1.8.1 the immediate termination of the booking for the Premises;
 - 2.1.8.2 removal of the Guest(s) and other occupants from the Premises; and
 - 2.1.8.3 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.

- 2.2 Guests must:
- 2.2.1 contain noise to a reasonable level particularly, between 10pm and 8am;
 - 2.2.2 comply with parking regulations and show consideration to neighbours and other vehicles;
 - 2.2.3 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;
 - 2.2.4 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;
 - 2.2.5 minimise their impact upon the residential amenity of the neighbours and local community;
 - 2.2.6 be responsible for their Visitors;
 - 2.2.7 observe and abide by any Body Corporate Rules/ property house rules and respect the residential amenities of the property and neighbours;
 - 2.2.8 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;
 - 2.2.9 abide by any noise abatement order issued by police or any regulatory authority;
 - 2.2.10 refrain from engaging in any drunken, obscene or antisocial behaviour;
 - 2.2.11 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.
- 2.3 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.
- 2.4 Events Beyond Control
- 2.4.1 The booking is made in good faith by us, the Agent, but may be subjected to change, alteration or cancellation at any time and at our sole discretion. We do not accept responsibility for events out of our control.
 - 2.4.2 The Agent reserves the right to move visitors to alternate accommodation (subject to availability) at their discretion or the direct instruction of the property owner. If this is the case, we will notify the Guest as soon as possible and make every reasonable effort to make sure you are satisfied with the alternative accommodation provided.
 - 2.4.3 The Agent is not responsible for any loss arising out of 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.
 - 2.4.4 Generally, the Agent is only responsible for the property from inside entry door to inside balcony door, in accordance with the relevant Act.
 - 2.4.5 The Agent is not responsible for the maintenance, care, operation or advance notification of resort facilities governed by the Body Corporate of the resort including but not limited to its security and

security staff; pools; lifts; thoroughfares; carparks; lawns; and/or barbeque facilities. Accordingly, all issues relevant to these areas are outside the control of the Agent. The Agent is therefore not responsible for any loss arising out of any occurrence or conditions related to the malfunction and/or nonoperation of these resort facilities.

- 2.4.6 Whilst our sincerest efforts are made to ensure your visit to Surfers Paradise is a memorable one, if you are visiting during "a holiday peak season", resorts are usually operating at full capacity. This translates to increased noise and longer than usual travel/traffic times; lift waiting times; and service waiting times. We strongly encourage our guests to consider the impact of this busy period and allow extra time for their transport arrangements; and other service needs. The Agent is not responsible for any loss arising as a result of this.
- 2.4.7 All travel documents, observance of laws and government regulations are your responsibility.
- 2.4.8 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.
- 2.4.6 Foxtel services are open to issues including but not limited to technical failure and down time. We cannot warrant against this.

3. *BOOKING CONDITIONS*

3.1 Tariffs and Fees

- 3.1.1. Your "Total Booking Fee" represents your accommodation tariff; your processing resort fee (of \$33 (please see below); any Bond associated with the booking (please see below) and any Optional Extras requested (please see below).
- 3.1.2 A dynamic pricing policy has been adopted, also referred to as surge pricing, demand pricing, or time-based pricing. Algorithms set pricing for our accommodation based on market demand and will automatically increase or decrease at different times based on this algorithm. The best available rate is offered at the time of booking and cannot be changed. If a lower tariff is listed for a comparable property than previously booked, we cannot amend the tariffs charged after a booking confirmation has been issued.
- 3.1.3 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.
- 3.1.4 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 cannot amend the tariffs charged after a booking

confirmation has been issued. Tariffs do not include items of a personal nature, meals, transfers and existing or proposed taxes and government charges, unless otherwise indicated

- 3.1.5 Surcharges apply to one and two night stays. Between Christmas Day until early January a minimum five (5) night stay is applicable. Minimum length of stay restrictions may apply to certain rates during special event periods, for example, Easter.
- 3.1.6 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 \$38.50 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 (rollaway beds) will be supplied at an additional cost of \$778.00 (i.e. \$39.00 * 5 nights * 4 extra Guests) for the stay.
- 3.1.7 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.
- 3.1.8 An additional non-refundable processing booking fee of \$33 will apply to the processing of all bookings.
- 3.1.9 If a credit card transaction is declined for any reason, a \$33 reprocessing fee will be imposed.
- 3.1.10 Optional Extras if available (not available at all Premises) are included on the booking form.
- 3.1.11 Any verbal quote given is an estimate only of price, which will be subject to a written advice on confirmation of the reservation. All prices and other payments and conditions should be confirmed at the time of booking.

3.2 Payment and Deposits(s)

- 3.2.1 We only accept payment by credit card (no credit card surcharge for payments via Visa, MasterCard or AMEX).
- 3.2.2 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, unless your booking was secured through Booking.com in which case a thirty percent (30%) deposit of the Total Booking Fee is payable.
- 3.2.3 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.
- 3.2.4 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.
- 3.2.5 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.

3.3 Booking Process

3.3.1 Direct bookings

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

3.3.1.2 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 your formal confirmation of your booking has been delivered by us via email and/or SMS

3.3.4 Indirect Bookings (i.e. via Third Party booking agents).

3.3.4.1 The Guest responsible for the booking enters, and sets up all the required details, and makes payment (if using a third party Agent payment process), in accordance with the Third Party Agents process, the Agent will get a notification from the Third Party Agent with all relevant details.

3.3.4.2 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.

3.3.5 The Agent takes every care to avoid double bookings. However, the Agent has several Reservation Staff/Agents who work simultaneously on numerous enquiries/bookings. The Agent also have online bookings at different channels. Occasionally double bookings occur where the Agent agrees to a booking and then a subsequent booking is inadvertently processed/instantly booked prior to the first mentioned booking being entered into our system. In such a case, the booking first agreed to takes preference and the latter booking will be cancelled. The Agent will not be liable under such circumstances

3.3.6 In specific circumstances, at the discretion of the Agent, Guests may be asked to pay a bond at the rate of \$250 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.

3.3.7 Please note a \$250 per head bond payable at time of booking applies to all 1 night stays

3.3.8 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.

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

3.4 Third Party Products and Services

3.4.1 Third party products or services are sometimes sold together with accommodation provided by the Agent. In such circumstances the third party is entirely responsible for supplying the products or services to you and any involvement the Agent has in facilitating your booking with the third party is as the third party's agent. The Agent is in no way the supplier of the products and services and to the

extent permitted by law the Agent is not liable for any failure by the third party to provide the products or services, nor for any act, error, omission, default or negligence of the third party.

3.4.2 The Agent does not warrant the accuracy of any information, statements or representations made by third parties.

4. *SPECIFIC RULES RELATING TO YOUR STAY AT AN APARTMENT*

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 All apartments are individually owned and furnished, as such each apartment may vary in terms of furnishings.
- 4.5 Whilst the Agent strives to ensure the property is available for you as booked, we reserve the right to make alteration to bookings due to unforeseen circumstances. The Agent cannot be held liable for any omissions or errors regarding a property's facilities or services. We may offer alternative accommodation of a similar standard should this occur.
- 4.6 Re-tuning or 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.
- 4.7 Use of any equipment supplied or available at the premises is at your own risk.
- 4.8 The Agent reserves the right to take photographs and videos of the property during at any time should it be deemed necessary by The Agent.

5. *INFORMATION ABOUT YOUR APARTMENT*

- 5.1 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. Our staff will describe the premises, position and furnishings to the best of their ability and in good faith. We will accept no responsibility for misdescription. All photos on this Website were taken on site and are provided as a guide only.
- 5.2 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. Neither GCHR nor the owner of the Premises take any responsibility for any errors or omissions contained on the Website. .
- 5.3 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 (during business hours) to repair, replace or hire an alternative.

- 5.4 All appliances, amenities and facilities within each property is provided in good faith by the property owner for the use of the guest. Use of these appliances, amenities and facilities is subject to wear and tear, and guests agree that any repairs necessary will be attended to within a reasonable time frame. Guests agree not to hold the Agent or the property owner/s liable for any inconvenience or loss sustained if any appliances, amenities or facilities break down in the apartment.
- 5.5 Every effort is made to ensure your unit is clean and tidy for your arrival. Please co-operate with us and leave the unit clean & tidy. This includes but is not limited to removing rubbish and putting it in the bins, washing & drying of dishes, emptying the dishwasher, emptying and cleaning of the refrigerator, oven/griller & microwave, leaving the beds neatly folded back, turning off the lights & cooling/heating appliances and if linen has been hired please leave it neatly folded just inside the front door. If the property is not left reasonably clean, you will be charged an additional cleaning fee
- 5.6 Loss, Damage or Injury
- 5.6.1 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 by email within eighteen (18) hours after arrival. Otherwise it is agreed that all is in order with the Premises. If you have any concerns, it is recommended that you take photos of your apartment upon your arrive.
- 5.6.2 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. We are not required to produce receipt/s for items that need to be replaced, or 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.
- 5.6.3 The Guest also acknowledges that, in the extent of damage, theft or loss is such that the apartment cannot be occupied per the next scheduled reservation/s, the Guest is liable for the cost of those reservation/s until the apartment is restored back to its original state. Any further costs associated with moving guests due to arrive at the property that cannot occupy the property due to the damage caused by you will be at your cost. We also reserve the right to file a malicious damage to the authorities if deemed appropriate.
- 5.6.4 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.
- 5.6.5 We do not provide working safes in the apartments.
- 5.6.7 We are not responsible for any items left at the property after your departure. It is the Guest's responsibility to ensure all personal items and/or property are collected and removed from the apartment at departure time.
- 5.6.7.1 In the event that personal items and/or property are abandoned or forgotten and located by the Agent's staff, the Agent will store said items/property off-site for two (2) weeks only.
- 5.6.7.2 The Agent is not responsible for the delivery or return of abandoned or forgotten items/property. Collection of such items must be from the Agent's office address within two weeks of departure. Thereafter, such items will be discarded. The Agent is not responsible for any loss incurred as a result.

5.6.8 The Agent 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

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 Where the Guest has booked via a third party booking agent the Guest agrees to provide to the GCHR office at time of check-in details of a valid credit card that can serve as a bond if required.
- 6.1.2 A bond may be charged to your credit card before you arrive to take up occupancy. This bond may be 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.
- 6.1.3 Please be advised that:
- 6.1.3.1 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
- 6.1.3.2 Where credit card details are not provided a cash deposit equal to the tariff for one (1) nights' accommodation may be required;
- 6.1.4 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.
- 6.1.5 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.
- 6.1.6 Guests agree to not breach any health or fire regulations or other pertinent laws when residing in our accommodation. If a guest sets off a fire alarm to the Fire Department, guests may be liable for a brigade call out fee
- 6.1.7 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.
- 6.1.8 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.
- 6.1.9 If trades people or service technicians need to be called out for an appliance malfunction or breakdown and it is determined that operator error is the reason for the malfunction, guests will be required to pay the bill for the service call and repairs.
- 6.1.10 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 for the following, including but not limited to:

- 6.1.10.1 dirty dishes;
 - 6.1.10.2 fully loaded dishwasher;
 - 6.1.10.3 emptying the fridge or pantry or cupboards of food items (perishable or otherwise);
 - 6.1.10.4 moving furniture back to its original location; removal of rubbish;
 - 6.1.10.5 excessively smeared glass (this will include mirrors, glass feature walls and balcony glass and glass sliding doors; and
 - 6.1.10.5 excessive drink spills on the floor and or balconies etc.
- 6.1.11 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 6.1.10 above.
- 6.1.12 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.
- 6.1.13 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.
- 6.1.14 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. *CONDITIONS OF OCCUPANCY*

- 7.1 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 or SMS +61 (0) 467 777 333. 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.
- 7.2 Check-in and Check-Out
- 7.2.1 Check-in time is from 1400hrs onwards from the Agent’s office. You may collect your keys from the key safe outside the GCHR office after 2pm in circumstances where the office is unattended.
- 7.2.1.1 Additional charges will apply if we have to deliver keys in person (see clause 6.1.13).
 - 7.2.1.2 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.
- 7.2.2 You must check-out before 1000hrs on your check-out day.

7.2.2.1 Extra charges will apply if you are late in checking-out. If you need access to the property after 1000hrs, 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 1000hrs, requests for late checkout cannot be processed.

7.2.3 We provide two (2) sets of keys to the apartment at check-in. You are responsible for the safekeeping and replacement of accommodation keys.

7.2.3.1 Replacement or lost keys will be provided at an additional charge of \$165. Should a key be lost, or be otherwise unaccounted for you must advise our office immediately so we can cancel the appropriate key for security reasons (you are responsible for any unauthorized entry) until these are cancelled.

7.2.4 At the end of your stay, upon departure, please secure the property and return all keys to the Agent's office. Should the office be unattended, the key safe is located outside the Agent's office.

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

7.3 Use of Premises

7.3.1 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:

7.3.1.1 On departure, the Premises must be left in a similar state to the condition on arrival.

7.3.1.2 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.

7.3.1.3 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;

7.3.1.4 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;

7.3.1.5 You must not use the Premises for any unlawful purpose;

7.3.1.6 You must not smoke on the Premises;

7.3.1.7 Animals or pets are strictly prohibited on the Premises, unless certified under the *Guide Hearing and Assistance Dogs Act 2009*. If we find any evidence of a pet in or having been on the premises, extra charges will include, but are not limited to, additional cleaning fees; replacement costs of any carpets; and charges associated with the time taken to organize the associated trades people to restore the apartment to its original condition.

7.3.1.8 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;

7.3.1.9 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;

7.3.1.10 You must comply with all reasonable directions provided by the Agent and its staff/employees; and

7.3.1.11 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. You agree that we may provide your mobile telephone number so that persons needing to access the apartment can arrange access with you directly.

7.3.2 Matters will be rectified as soon as possible during normal business hours and subject to the availability of the appropriate service personnel.

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

7.4 Parties and Other Entertaining

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

7.4.1.1 Any situation where the maximum number of Guests on the Premises is more than the permitted number of Guests; or

7.4.1.2 Any situation where the noise level from the Premises is deemed too high thereby disturbing other guests and/or residents; or

7.4.1.3 Any situation whereby excessive traffic to and from the Premises is identified; or

7.4.1.4 Any situation where it is deemed that intoxication is occurring; or

7.4.1.5 Any situation where it is identified that excessive alcohol is present.

7.4.2 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.

7.4.2.1 In such a situation, the Total Booking Fee will be forfeited.

7.4.2.2 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.

7.5.1 Alcohol Consumption

7.5.1 We do not allow excessive levels of alcohol to be brought in to the Premises. Excessive amounts of alcohol is defined as:

7.5.1.1 Cases/slabs/cartons of beer pre-mixed drinks etc; and/or

7.5.1.2 Multiple bottles/cases of spirits/wine.

7.5.2 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:

7.5.2.1 relinquish the alcohol to us (or our appointed security provider) so as to be stored in safekeeping for their retrieval on departure; or

7.5.2.2 for the alcohol to be permanently removed from the Premises.

7.5.3 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.

7.5.4 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.

7.6 Smoke Alarms

7.6.1 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.

7.6.2 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.

7.6.3 Do not tamper with any smoke alarm device

7.7 Equipment

7.7.1 Guests agree to only operate any machinery, plant or equipment on the premises in accordance with the Agents or manufacturer's instructions

7.8.1 Balconies

7.8.1 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:

7.8.1.1 A maximum of six (6) people are allowed on a balcony at any one time;

7.8.1.2 Do not climb on, sit on, push or use strong force against the railings;

7.8.1.3 Avoid any behaviour which may cause damage to the Premises, the balcony or its safety features;

7.8.1.4 Avoid any behaviour that may cause a person to injure another person, themselves or cause someone or something to fall from the balcony;

7.8.1.5 Do not go out on the balcony if you are under the influence of alcohol or drugs;

7.8.1.6 Ensure that all windows and balcony doors are locked before you leave the Premises.

- 7.8.2 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.
- 7.8.3 At all other times, we highly recommend that you lock the door/s providing access to the balcony.
- 7.8.4 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.
- 7.8.5 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.
- 7.9 Pool Area
- 7.9.1 Glass or glass products are not permitted in the pool area. This condition is strictly observed.
- 7.9.2 Please ensure that children and persons of concern are supervised in the pool area and when using the pool.
- 7.10 Parking
- 7.10.1 Guests must park their cars only in the designated parking areas and clear of driveways.
- 7.10.2 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.
- 7.10.3 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.
- 7.11 Breach of Conditions of Occupancy
- 7.11.1 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.
- 7.12 Additional Actions that may Result in Eviction
- 7.12.1 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:
- 7.12.1.1 Intoxication and/or unsavoury/lewd behaviour; or
- 7.12.1.2 Throwing objects off any balcony or Premises; or
- 7.12.1.3 Spitting or vomiting over the balconies; or
- 7.12.1.4 Wilful damage to the Premises or to surrounding property;
- 7.12.1.5 Physical or verbal abuse/assault of our staff, other Guests, residents, members of the public on, or around, the Premises; or
- 7.12.1.6 Any behaviour deemed a potential safety threat to others; or

7.12.1.7 Any breach of these Terms and Conditions including alcohol or party policy; or

7.12.1.8 Any incident for which our appointed security contractor or police are required to attend.

8. RELEASE, INDEMNITY AND PROPORTIONATE LIABILITY

- 8.1 To the extent permitted by the law, you agree to release, indemnify and hold harmless, The Agent and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from the Agents' negligence, wrongful act/omission or breach of these Terms and Conditions.
- 8.2 To the extent permitted by law the aggregate of The Agent liability to you is limited to an amount not exceeding the amount paid by you for your booking.
- 8.3 Each indemnity in these terms and conditions is a continuing and independent obligation and survives the termination or expiry of these terms and conditions.
- 8.4 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:
- 8.4.1 Your breach of these terms and conditions;
 - 8.4.2 The availability or quality of the services or lift service times;
 - 8.4.3 Any error or misrepresentation of information provided to us by suppliers; and/or
 - 8.4.4 Loss of, damage to, or theft of property: loss of life: and/or injury or loss of employment in connection with the service
- 8.5 Consumer Law
- 8.5.1 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on the Agent, GCHR are excluded under these Terms and Conditions.
 - 8.5.2 Nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law or under any international consumer protection legislation, provided that, to the extent that such law permits The Agent to limit its liability, then the Agents' liability is limited to:
 - 8.5.2.1 in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
 - 8.5.2.2 in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

9. REFUNDS AND TERMINATING YOUR BOOKING

9.1 Termination by Guest

9.1.1 All deposits are non-refundable.

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

9.1.2.1 If cancelled less than one (1) calendar month before arrival, 100% of the Total Booking Fee will be forfeited by you; OR

9.1.2.2 If cancelled more than one (1) calendar month before arrival, the deposit paid (as per confirmation email) will be forfeited by you.

9.2 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.

9.3 No refund will be given for early departure. Under no circumstances does the Agent 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. Complaints will be responded to within 14 business days once received in writing.

9.4 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.

9.4.1 It is essential that this insurance covers you for involuntary cancellation of your holiday outgoings.

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

9.5.1 is made at least one (1) calendar month before arrival; and

9.5.2 is for the same property; and

9.5.3 is for a duration of at least five (5) nights; and

9.5.4 is for a period not later than four (4) months after the original arrival date; and

9.5.5 the applicable tariff for that season is correctly applied.

9.6 Except for circumstances outlined in Clause 9.7.2, credit card refunds are not permitted.

9.7 Termination by Agent

9.7.1 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.

9.7.2 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.

- 9.7.3 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.
- 9.7.4 When a booking is made, the deposit is accepted on behalf of the property owner at that time. If the property is later sold before the Guests' arrival and the ownership changes, the Agent cannot guarantee that the property will remain available. We do not accept responsibility for decisions made by a new property owner including cancelling your booking.

10. COMPLIANCE

- 10.1 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.
- 10.2 This process is done independently from booking providers/ wholesalers, who provide marketing and promotional services on other websites in respect of these properties.
- 10.3 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 the State 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.
- 10.4 The exclusive venue for any action, dispute or proceeding with respect to this Agreement shall be the Queensland Civil and Administrative Tribunal (QCAT) in Southport, without reference to its conflict of law principles. Payment of deposit by the guest constitutes consent to the exclusive jurisdiction of QCAT. If the action, dispute or proceeding is taken to QCAT, any monies associated with our litigation, travel and appearance costs will be at your cost if QCAT favours the Agent.
- 10.5 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect

11. USE OF INFORMATION

- 11.1 You consent and authorise the Agent to collect, use and disclose your personal information for the purposes of administering your booking and providing you with any services associated with your booking.
- 11.2 You consent to information which you have provided to the Agent as part of your booking being used by the Agent or any of their related bodies corporate for the purpose of informing you about offers and promotions which relate to the Agent's business
- 11.3 The Agent will not provide or disclose any information you have provided to the Agent to any person other than a related body corporate without your prior written consent.
- 11.4 Upon request by you and to the extent permitted or required by law, the Agent will provide you with access to and/or the ability to correct your personal information however only the person who made the booking will be entitled to access and/or correct personal information pertaining to that booking.

11.5 For more information, please refer to our privacy policy is available at <http://gchr.com.au/privacy/>.

12. OTHER

12.1 Electronic Signatures (ESignatures)

12.1.1 If this document is signed electronically, it is understood and agreed that this constitutes a valid contract as per the Electronic Transactions (Queensland) Act 2001

13. INTERPRETATION

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

13.2 '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.

13.3 'Key' means a key or cardkey used to access the front door of the apartment, and any associated Fobs supplied along with the key, i.e. for building/floor/carpark access

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

13.5 '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.

13.6 "processing resort fee" refers to the administrative charge of \$33 applied to all original bookings

13.7 '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/>

13.8 'Third Party Agent' means any entity either directly or indirectly engaged in the securing and/or booking and/or subleasing of accommodation managed by the Agent, as authorised by the Agent. For example, Expedia; booking.com.

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

13.9 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.

13.10 Normal business hours are from 0930hrs to 1630hrs daily (AEST or GMT+10)

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.

- 1) 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.
- 2) GCHR cannot be held liable for omissions or errors, whether temporary or permanent, in regards a property's facilities and services.
- 3) Map images, if shown, are for general information and may not necessarily reflect actual routings, locations or services provided.
- 4) Actual rooms occupied may vary in decor and inclusions from those shown

We are careful not to misrepresent any rental property.