



## Terms and Conditions of Hire.

Reservations of accommodation at Moyne View are accepted subject to the following:

1. **Contract:** The Contract of Hire shall be between the Hirer and the Property owners.
2. **Rental:** Bookings for persons or groups under 21 years of age cannot be accepted.
3. **Bookings:** Upon receipt of your enquiry by email or telephone, Moyne View can be provisionally booked. **This will be held for a period of seven days only.** If no booking form and deposit is received within this period, then the provisional booking will be cancelled (a longer period will be given for overseas bookings).
4. **Deposit:** We require a deposit of 50%.
5. **Balance:** Upon payment of the deposit and subject to acceptance of the booking, the applicant becomes liable for the balance of the rent, which must be paid prior to or upon occupation. There is a pay in book provided in the desk for the National Bank, alternatively bank transfer to NAB Moyne View Account
6. **Damage / Extra cleaning:** All bookings are accepted on the condition that **the property is left in the same state of repair, order and cleanliness both inside and outside as at the start of the holiday**, should you not have time to leave the house as you found it, there will be an additional charge of \$70. It is agreed that the person who made the booking will pay for breakage / losses / or damage and cleaning if so required. All breakages / losses should be reported to the owners within 24 hours and minor damage should be noted in writing at the termination of the stay. The Hirer also agrees to be responsible for any damage or losses and any costs incurred in excess of \$70 for additional cleaning
7. **Sleeping Capacity:** The maximum number of people allowed is clearly stated in the description and extra persons cannot be accommodated.
8. **Availability:** The Hiring Contract is made on the understanding that the property and its facilities as published on the Internet will be available for the dates stated. In the event that the property is not available through events arising out of the control of the owner, or because of the sale of the property, then they may be forced to cancel the booking. The hirer will be advised of any such circumstances as early as possible, and will be refunded all monies paid in full with the Hirer having no further claim against the owner.
9. **Occupation times:** **Tenancies commence after 2 pm** (unless otherwise agreed), on the commencement date of the tenancy **and terminate at 10.30 am on the leaving date.** This is to ensure that the Cottage can be properly cleaned and prepared.
10. **Breakage Deposit:** The owners reserve the right to impose a returnable breakage / cleaning deposit of \$100 for **non - family** groups only to be returned in part or full within seven days of the group vacating the property.



11. **Access:** The Property Owner or his representatives shall be allowed access to the holiday accommodation at any reasonable time during any holiday occupancy.
12. **Linen:** The property is supplied with bed linen for the number of beds provided. Additional bed linen is in the linen press or main bedroom in the wardrobe. Towels are not to be used on the beach and you should bring your own supply. Linen and blankets for cots are not supplied and should be brought by the visitor.
13. **Smoking: Smoking is not allowed inside the house.**
14. **Special Needs:** If you have special requests or needs, you are responsible for advising us at the time of booking, although we cannot guarantee that any requests will be met. Failure to meet special requests will not be a breach of contract. It is your responsibility to satisfy yourself that the property is completely suitable for your needs. Please note that if a particular requirement is not specified on the Website then it is not provided.
15. **Motor Car and Personal Belongings:** Baggage and personal belongings are at the Hirer's risk at all times, and no responsibility can be accepted for loss of or damage to any vehicle or its contents.
16. **Cancellation:** If the hirer wishes to cancel the booking for any reason within 28 days of the start of the holiday, the hirer should advise us immediately by telephone or e-mail followed by a confirmatory letter. Upon receipt of such letter (but without any obligation to the hirer) the owner will attempt to obtain a replacement letting, and if such a letting is obtained, will then refund to the hirer any monies paid. If the owners are unable to re-let, then the owners shall be entitled to retain all payments already made.
17. **Complaints:** Every effort has been made to ensure that you have an enjoyable holiday. If however, you have any cause for complaint please contact the owners immediately if any problem arises so that it can be speedily resolved. The owners cannot subsequently consider any complaints or enter into any correspondence about them unless this procedure has been followed.
18. **Data protection and Privacy:** Information provided on Booking Forms will remain confidential and will not be disclosed to a third party or used for any other purpose.
19. **Internet:** Broadband wired & WiFi connection supplied on a "Fair Usage" policy. Fair Use represents 1 gig download per week or 142 meg per day. The Hirer agrees to pay any excess data used at the rate of \$0.10 per meg once the data limit is exceeded for the total days occupied X the daily / weekly allowance.