

# Banksia

## Reservation Form

### DETAILS OF FIRST GUEST

FULL NAME \_\_\_\_\_

MOBILE \_\_\_\_\_

EMAIL \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

RESIDENTIAL ADDRESS \_\_\_\_\_

I AGREE TO ALL TERMS & CONDITIONS, SIGNED \_\_\_\_\_

*Please read the attached Terms & Conditions, by signing above you hereby acknowledge that you have read, understand and accept the Agreement as below.*

### DETAILS OF SECOND GUEST

FULL NAME \_\_\_\_\_

MOBILE \_\_\_\_\_

EMAIL \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

RESIDENTIAL ADDRESS \_\_\_\_\_

I AGREE TO ALL TERMS & CONDITIONS, SIGNED \_\_\_\_\_

*Please read the attached Terms & Conditions, by signing above you hereby acknowledge that you have read, understand and accept the Agreement as below.*

Management contact (text message preferred) , or go to - Banksiakgari.com

Mick Duggan - 0418897695 - [mickduggan91@gmail.com](mailto:mickduggan91@gmail.com)

Skye Duggan - 0409324716 - [skyeduggan77@gmail.com](mailto:skyeduggan77@gmail.com)

ARRIVAL DATE \_\_\_\_\_ DEPARTURE DATE \_\_\_\_\_

TOTAL NUMBER OF NIGHTS DURATION OF STAY \_\_\_\_\_

NUMBER OF ADULTS \_\_\_\_\_ (6 max)    NUMBER OF CHILDREN \_\_\_\_\_ (6 max)

*NOTE : Total of 8 Max, for any variation, contact Management for consideration.*

VEHICLE 1 - MAKE, MODEL, COLOUR & REGISTRATION

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VEHICLE 2 - MAKE, MODEL, COLOUR & REGISTRATION

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VEHICLE 3 - MAKE, MODEL, COLOUR & REGISTRATION

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DEPOSIT (\$900.00) , AMOUNT PAID \_\_\_\_\_ DATE \_\_\_\_\_

BOND (\$650.00) , AMOUNT PAID \_\_\_\_\_ DATE \_\_\_\_\_

BOOKING (\$2145.00) , AMOUNT PAID \_\_\_\_\_ DATE \_\_\_\_\_

GUEST ACCOUNT DETAILS FOR REFUND OF PAYMENTS

BSB \_\_\_\_\_ ACC NUMBER \_\_\_\_\_

ACC NAME \_\_\_\_\_

*NOTE: ALL FIELDS ARE MANDATORY*

Account for all payments:      (Use your Guest name as reference please)

BSB number – 124001.    ACC number – 23154198.    ACC name – M&S Duggan

Management:    Booking approved – YES / NO.    Stay satisfactory – YES / NO

Amount refunded \_\_\_\_\_ Date \_\_\_\_\_

Notes :

# Banksia

## Terms & Conditions.

*This is our personal house that we all love and enjoy. We hope that all guests and visitors do the same. Please take the best care and consideration of all aspects of the property.*

**Definitions** - "**Booking or Stay**" means the period for which the Guest/s have paid to stay at the Property. "**Guest or Guests**" means the person/s responsible who makes the Booking and all related parties who stay at the Property during the Booking. "**Agreement**" means this Short Term Rental Agreement and all terms and conditions herein. "**Arrival date/time**" means the booked check-in date and time when commencing the Stay. "**Departure date/time**" means the check out day and time when the Stay ceases and all Guests are required to leave the property. "**Management**" means the Property Owners and Managers of the Property. "**Visitor**" means a person a Guest permits to visit the Property during the Booking period. "**Property or Banksia**" means 10 Eliza Avenue, Orchid Beach, K'gari, 4581. and all its infrastructure, fixtures, fittings, equipment, flora and fauna and land.

### **1. Acceptance and Responsibility:**

- Payment of the Booking deposit is required to confirm and secure a Booking and constitutes the Guests acceptance of this Agreement.
- The Guests agree to make all related parties aware of this Agreement and that they are also bound by this Agreement.
- Guests agree that regardless of your length of stay there is no residential tenancy or other rights created under any Landlord or Tenant laws and there are no such laws that apply to your stay.
- Guests also agree Management has the right to terminate the Booking and evict the Guests should they breach Agreement.

## 2. Rates / Payments:

- The total Booking amount of \$3045.00 is the minimum Stay rate for up to a maximum of 8 people, for 7 nights, Friday to Friday. (see 3. Variations, for further details)
- The Deposit amount required to secure a booking is \$900.00.
- The balance due for the full Booking amount is \$2145.00.
- The Bond amount is \$650.00 (see 4. Refundable Bond)
- If the Arrival date is within 30 days at the time of Booking, then the full Booking amount and Bond is required to secure the Booking.
- The property will remain available and Bookings are **not confirmed** until the Deposit is received.
- All payments must be clear funds in Australian Dollars net of any bank or other transaction charges and made by Online Bank Transfer only with the Guest name for reference.
- The refundable Bond is required **on or before 30 days** prior to the Arrival date.
- Balance of the Booking amount (full Booking amount) is due **on or before 30 days** prior to the Arrival date. If not received, Management has the right to cancel the booking (see 3. Cancellation) and attempt to re-let the property.

## 3. Booking / Cancellation / Variation:

- Arrival time is **after 2:30pm** on the Arrival date, regardless of the tide times.
- Departure time is **before 10:00am** on the Departure date, regardless of the tide times.
- Cancellation prior to **90 days** of the Arrival date, a 100% refund of all received payments will be provided.
- Cancellation within **90 days** of the Arrival date will result in the loss of the Booking deposit amount. In the event a full Booking amount was paid in advance then the balance minus the Booking deposit amount will be refunded.

- Cancellation of any Booking within **30 days** of the Arrival date, will result in **100% loss** of the total booking amount. The Bond amount will be refunded.
- Failure to pay the balance of the Booking amount prior to the 30 days before the arrival date may result in Management then deeming this a cancellation of the Booking with the deposit non refundable and the right reserved to attempt to re-let the property for those dates.
- Any alteration to the Guest or Guests prior to the check-in date is to be put in writing and will be subject to Management discretion for review prior to any consideration for approval. Management reserves the right to refuse any changes to Guests and therefore this would then be deemed a cancellation.
- In the event of a Cancellation either by Guests or Management, then Management reserves the right to attempt to re-let the property at any time.
- If a guest requests a variation to the Booking, which reduces the number of nights stay, this will be treated as a cancellation and the above cancellation terms apply.
- Minimum stay policy is 7 nights, Friday to Friday (unless otherwise stated). No refund will be made for a variation to the extent that it breaches the minimum 7 nights stay policy.
- For extended Stays of more than 7 days. Extra days can be requested at the time of Booking in writing to Management for consideration, this will be at \$435.00 per night for a maximum of 8 people.
- In exceptional circumstances, extra Guests, (10 absolute maximum Total) a maximum of an extra two people only may be considered. A written request to management stating the reason, the Guests age, and the duration can be submitted to Management for review. Management reserve the right to decline at any time without reason. The extra Guests will attract an additional \$380.00 per person (regardless of age) for a minimum 7 day term. If there is a total group Booking for more than 7 days then the extra persons will be an additional \$55.00 per person per night for each day past 7 days that the group is Booked. When the group Booking ceases, then the extra persons Stay will also cease and all Guests must leave by the Departure date.
- For Stays of multiple consecutive weeks (7 day blocks) , the standard Booking rates and terms apply on a per week basis.

- In order to secure the same dates in the following year there must be a new Booking and deposit lodged with Management during the Stay or on the day of departure. This provides the Guest an opportunity of first right of refusal to secure re-occurring Booking dates. A failure to do so will result in those dates being made immediately available to re-let.
- New Bookings can only be made a maximum of 12 months prior to the Arrival date.
- *NOTE:* in the event an existing Guest has lodged a new Booking 12 months in advance during a Stay, then these dates may already be taken.

#### **4. Refundable Bond / Damages & Loss:**

- A refundable Bond for any loss and/or damages of \$650.00 is mandatory. When the property has been inspected for being fully cleaned and deemed left in an acceptable state to check-in, the Bond will be credited within approx 10 working days to the Guests designated payment method at the time of Booking.
- Guests are responsible for any damage, marks, stains, breakages, theft or losses caused to all aspects of the property and/or its contents during their stay and must notify Management immediately should any occur. Management may recover these costs as required and reserve the right to withhold the Bond amount. It is advised that Guests make the effort to notify Management with supporting photos of any damages, breakages or missing items immediately at the time of arrival to be reviewed by Management.

#### **5. House Rules, Code of Conduct and your Responsibilities:**

- To maintain a good standard for our guests, neighbours, the Orchid Beach community and K'gari. Management require all Guests and Visitors to comply with the following.
- All applicable House Rules, Code of Conduct and **any other instructions** from Management must be adhered to concerning the occupancy, property, conduct, health, safety and quiet enjoyment of the Property, our neighbours and K'gari.

- All QPWS and QLD GOV rules and regulations must be adhered to at all times. It is expected that the conduct of all Guests is one of respect and enjoyment of K'gari in its natural state during their stay.
- Breach of any of these Rules is a breach of the of the Agreement and may result in termination of the Booking without any refund and immediate eviction.
- When Guests are absent from the Property, all windows on non veranda areas must be closed, all other screens must be closed and all wooden and glass doors locked to maintain security and prevent insects in the house and rain and water damage.(includes wooden door to top deck area)
- In the event of wet weather or blowing rain possibly wetting the veranda furniture then it may be necessary to move it in from the outer edges to prevent this. Guests are responsible for preventing furniture getting wet as best possible.
- All Guests are responsible for ensuring all of their Visitors comply with these House Rules.
- Guests are responsible for damage, breakages, theft and loss that may occur at the Property during their stay and must notify Management immediately. Management may recover the repair or replacement cost from the Guests.
- Management will not take responsibility for the personal property of Guest's or their Visitors and recommend all Guests purchase travel insurance if required.
- Only the Guests nominated and agreed in the Booking and their vehicles may stay on the Property over night. No more than 5 vehicles(inclusive of guests and visitors) in total can be on the property at any time. Breach of this condition may result in additional charges and/or immediate Booking termination and eviction.
- Parties and Functions are strictly prohibited. Breach of this condition will result in immediate termination and eviction without refund and may incur additional charges for security, cleaning, garbage removal, wear and tear, repairs etc.
- All noise to cease between 10.00pm and 7.00am.
- Disturbance to our neighbours and in the community, including loud music, inappropriate language, reckless driving, disrespectful conduct or any undue disturbance or excessive noise is prohibited and may result in

immediate Booking termination and eviction without refund at any time with Managements discretion.

- The price charged is for domestic use only and not commercial.
- Ellicit or illegal drugs or any illegal activity is prohibited on the property.
- Smoking is **not permitted** anywhere on the Property.
- Fish cleaning is **not permitted** anywhere on the property. All fish cleaning must be done on the beach and all fish frames/scraps to be buried a minimum of 400mm deep between the high and low tide mark.
- Fresh caught bagged or cryovac fish, and/or unpackaged fish, are **not permitted** in upstairs fridges or freezers. Fresh fish that is double bagged only may be frozen in the chest freezer downstairs in the generator area. Guests must provide their own esky's or car fridges for any fish stored unfrozen.
- There is no Guest access to - the locked laundry cupboard, locked hallway cupboard, locked garage under the house, generator unit or power system unit. Guests must provide clear passage for any maintenance personnel to these areas when required.
- Any linen, pillows, blankets, doonas, mattress protectors and towels/tea towels that are supplied by Management must be left clean within the house. Guests agree to pay for any damaged, stained or missing items.
- Guests agree to supply all their own linen for the duration of the stay, this requires sheets, pillowcases, blankets, towels, bath mats, face washers and hand towels, tea towels. Sleeping on beds without linen is not permitted and will be grounds for a loss of bond and/or eviction.
- Any forms of extra bedding such as air mattresses, swags, camp stretchers, sleeping bags etc are **not permitted**. If there are a number of adults on the application then sleeping configurations must be specified for the booking to be approved. This house is not for groups of single adults.

## **6. Power / Water / Monitoring:**

- The power system is a fully automated off grid system and relies on solar power, batteries and back-up generator. The system is designed for the capacity of the house based on conservative use of power. Turn off all unnecessary lights and appliances. Where possible, try to avoid running the clothes washing machine and dishwasher simultaneously and preferably run these appliances in the mornings or in day light hours for best power utilisation.



- Circuit breakers and safety switches (240V) are located in the small cupboard in the hallway at the top left of the panel in a row. Please note that all other controls located in this cupboard are now obsolete and are not to be interfered with. Any issues with power please contact Management immediately.
- No hair dryers, hair straighteners, car fridges/freezers or any extra high power use accessories are permitted to be plugged in. Pedestal fan may be used in each bedroom. Phone/tablet/laptop chargers may be plugged in. CPAP machines or similar critical medical equipment may be plugged in.
- The power system/generator is fully automated and is also remote monitored off site for correct and efficient operation. If there is an excessive power load it will be a logged event that may result in extra charges to the Guest. In the event there are any issues with power, please contact Management by phone or text message immediately.
- The water is primarily rainwater supplemented by sand spear underground water as required. The fresh sub surface water is of good drinking quality filtered by the sand. The tanks will be automatically kept at a moderate level. In the event there are any issues with water, please contact Management by phone or text message immediately.
- The sprinklers and garden sprays automatically come on mid morning, alternating between days and areas. Be aware that vehicles in the front parking area may get wet by sprinklers if parked there from mid to late morning.
- The gas system for the hot water, BBQ and stove/oven runs on exchange cylinders working in pairs. This regulator automatically changes across when one set of bottles are empty. Any problems with gas appliances, call or text Management immediately.
- Be aware there is motion activated security monitoring around points of access and critical areas on the property. These are not to be interfered with in any way. If further discussion is required, contact Management.

## 7. Departure / Cleaning:

- Departure time is **10.00am**. This will not change with tide times, no exceptions. Breach of this timeframe will result in additional charges.
- Late checkout is by arrangement only and subject to availability. Late checkout fee's will apply.
- The entire property should be left clean and tidy and no less than a similar state to its condition on arrival.
- Before departure, **all food/bait must be removed** from all fridges and all freezers, NO EXCEPTIONS. All other food items that were brought must be removed. **All rubbish must be removed** from the property when leaving and put in the appropriate council rubbish bins provided at the Waste Transfer Facility.
- The House must be cleaned before departure. All cleaning products are found under the kitchen sink and laundry tub.
- Bathrooms - Toilets cleaned, showers/handbasins/vanity tops to be scrubbed/cleaned, faces of cupboards and handles to be cleaned, mirrors cleaned.
- Kitchen - All appliances wiped clean, All crockery /cutlery&utensils /pots&pans /kitchen equipment etc to be cleaned, dried and put away where it came from. Dishwasher to be clean and emptied. Bench tops, faces of cupboards/drawers and handles to be wiped clean. Glass splash backs wiped clean. Fridges and Freezers wiped out internally and externally wiped clean.(leave all fridges and freezers on, **do not turn off**)
- Floors - All carpets vacuumed upstairs and downstairs. All hard floors, tiles, bathrooms/laundry to be mopped. Blow down veranda and concrete areas using blower located near chest freezer in generator area. Place battery on charger provided when finished.
- Failure to follow the cleaning requirements and leave the property in a clean and tidy condition may incur additional cleaning charges, which will be deducted from the refundable Bond at Management discretion.
- All furniture is not to be moved and must be in the same position on arrival.
- The property should be vacated on time and secured. All windows are to be closed(NOT LOCKED), blinds lowered down, and doors are to be locked. All keys must be put back into the combination lock box.
- Guests are responsible for the safekeeping and replacement cost of accommodation keys if lost.

## **8. Unavailability:**

- Management will make every effort to ensure the property is available as booked. However, Management reserve the right to make alterations to bookings due to unforeseen circumstances.
- If the Property becomes unavailable due to any form of unforeseen circumstances, then Management will inform you immediately and any moneys paid will be refunded.

## **9. Problems, Accidents or Complaints:**

- In the case of any problem, accident or complaint, Guests must inform Management with 12 hours so Management has the opportunity to rectify the situation as quickly and efficiently as possible.
- Guests must allow repair/service people clear access to any part of the property during reasonable hours as required.
- Any complaint, which cannot be resolved locally, must be notified in writing to Management prior to departure from the Property.
- Failure to follow this procedure this may hinder the ability of Management to rectify the problem or complaint and reduce or extinguish any claim Guests may have.
- Management is not responsible for any injuries, illness or accidents that may occur whilst staying at the property and recommends all Guests purchase travel insurance for their own wellbeing and property.

## **10. Variations to Terms and Conditions:**

- Variations to this Short Term Holiday Rental Agreement may only be made in writing by prior consultation and agreement by Management only.

For further information on the house and K'gari, go to – [banksiakgari.com](http://banksiakgari.com)