

Tiny Home Holiday Rental Agreement (Terms & Conditions)

Your agreement is with Mark Strachan (“we”, “us” and “our” in these Terms and Conditions) for the property known as **Riverwood Tiny Home**. References to “you” or “your” are references to the person making the booking and all members of the holiday group staying at the property **Riverwood Tiny Home**.

These Terms and Conditions form the basis of your agreement with us so please read them carefully. Nothing in these Terms and Conditions affects your normal statutory rights under Victorian law.

1. Making your booking:

Before completing your booking for Riverwood Tiny Home, you will need to acknowledge that you have read and agreed to these Hire Terms & Conditions. The website will not accept any bookings unless agreement to the T&C’s is acknowledged. A current Drivers Licence copy must be emailed to bookings@gorrv.com to secure your booking.

The maximum number of guests that this property allows is 2 persons. If you exceed the maximum number of persons staying on the Property, we reserve the right to retain your Security Bond Payment in full and this Agreement may be terminated without refund. A Guest List, Drivers Licence and Car Registration details are required to be sent to bookings@gorrv.com at your earliest convenience, but no later 21 days prior to your stay, which is necessary for fire safety reasons and insurances purposes.

This property is strictly “NON-SMOKING” and “NO PETS” with substantial Security Bond deductions for breaches.

When you have completed your online booking and paid the 50% deposit, we will issue an email confirmation and money receipt. Any binding agreement between us will only be formed when we send you our email confirmation and it is subject to the Terms and Conditions of this agreement. We reserve the right to refuse any booking within 24 hours of the issue of our email confirmation. If we do this we will promptly refund any money you have paid to us. If you breach any of these Terms and Conditions, we reserve the right to cancel your booking and retain the deposit.

You should carefully check the details of our email confirmation and inform us immediately of any errors or omissions.

Your booking is made as a holiday rental tenant for the purpose of a holiday and you acknowledge that no liability can be accepted for any business or other losses howsoever suffered or incurred by you.

2. Paying for your booking:

To secure your dates, a **Deposit Payment** of 50% of your total rate of stay is due at time of booking. No booking can be confirmed until deposit is received. You will need to commit to your future booking at this time, as your deposit is non-refundable.

Your credit card used to book will be debited for the balance owing 7 days prior to your arrival. If your scheduled payment fails, we will attempt to contact you via email and/or SMS so that you

can add the required funds to your credit card on file. If your balance payment is not successfully debited from your card, we may treat your booking as cancelled by you.

A **Security Bond Payment** of \$1,000 will be blocked (not debited) from your booking credit card 1 day prior to your arrival. We will hold the Bond Payment to be applied against the reasonable excess cleaning and/or replacement of the property furnishings, fixtures and fittings. We will return the Security Bond Payment to you within 7 days of your departure date, less any deductions in accordance with the Security Bond Terms and Conditions of our holiday rental property. You explicitly authorise us to retain from your Security Bond any costs involved in replacing or repairing any damaged items, structures, fittings and fixtures.

3. If you need to amend your booking or cannot fulfil your stay date:

At the time of interest in our property you need to be sure that you can fulfil your stay dates as your 50% Deposit Payment paid to us is not refundable (we need that level of commitment from you as holding future dates is too disruptive to our booking system, *e.g. – people wanting to book Christmas or New Year dates 12 or more months ahead*). **Our Refund Policy is strict** so we always recommend you obtain appropriate travel insurance that covers for your inability to complete your stay.

Refund Policy

*Deposit is non-refundable
Balance, once paid is also non-refundable*

4. If we cancel or amend your booking:

We would not expect to have to make any changes to your booking, but sometimes problems occur and we do have to make alterations or, very rarely cancel a booking due to unforeseen circumstances outside of our control.

If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking and, if it is necessary to cancel your booking, we will refund any monies paid to us.

5. Your accommodation:

You can arrive at your accommodation after the Check in time on the Arrival Date of your holiday and you must leave by the Check out time on the Departure Date, unless arranged otherwise with owner. If you have not arranged a late check out with the Owner and are late in leaving, \$200 per hour or any part thereof will be deducted from your Security Bond. This late exit fee charged is at the discretion of the owner and is done to ensure the property is ready and available for the cleaners and maintenance staff preparing for the next arriving guest.

6. Your obligations

Compliance with terms: You agree to comply with the terms of rental herein and any other terms reasonably made from time to time and notified to you. You are responsible to ensure that all members of your party, as well as any visitors to the Property, observe these terms.

You are responsible for all guests listed as well as any non-staying visitors you permit to enter the Property and for any damage they may cause.

Condition of property: You agree to keep and leave the Property and the furnishings, kitchen equipment, crockery, glasses, bedding, etc in good condition. You also agree to ensure all electrical equipment and white goods are left clean and in good condition. Any issues or breakages with any contents in the Property must be notified immediately to the Asset Manager by sending a photograph and brief SMS to +61416224787 or email Bookings@gorrv.com so that we may rectify any damage or any breakage in time for you and/or the next guests.

You agree not to cause or allow any damage to the walls, doors, flooring or windows of the Property, nor to do anything that may be reasonably considered to cause a nuisance or annoyance to us or to any other occupier of adjoining or neighbouring properties.

You agree to take care with the wood-fired heater, especially as relates to falling embers when opening the heater door. We've supplied your required firewood, along with heavy heat resistant gloves to make using this heater easier. If you prefer, you may instead use our reverse cycle heating/cooling.

Our state of the art compost toilet is easy to use and smell-free 😊. The only things that can go into it are Number 1's, Number 2's, Toilet Paper, Sawdust and the provided Enzyme Spray (after number 2's). It's really simple ... please observe the instruction plaque in the toilet.

Where the above indicates that Riverwood Tiny Home is non-smoking and pet free, you are asked to abide by these requirements strictly. Otherwise we will require additional payment for any cleaning of furniture, walls, carpets etc in order to offset any damage caused by either the smokers or pets. Please do not allow rubbish go anywhere but in the bins.

General: You agree to take all necessary steps to safeguard your personal property. No liability to you is accepted in respect of damage to or loss of such property, except where the damage or loss is caused by our negligence.

We are not liable for any injury or loss that you or any of your invited guests may sustain while you are staying at our Property.

You are not permitted to allow more people to stay in the Property than expressly authorized, nor can you significantly change the makeup of the party during your stay in the Property. If you do so, we can refuse to hand over the Property to you, or can require you to leave it. We will treat any of these circumstances as a cancellation of the booking by you.

Departure: You agree to leave the Property no later than the specified Check Out time on your departure date. Late departure is subject to prior arrangement and availability and will incur extra charges.

We ask that you leave the Property clean, tidy, dishes cleaned and put away and garbage taken out etc. Should you leave the Property in a state that requires additional cleaning, this cost will be taken out of your Security Bond.

We also ask that you secure the Property and ensure you close and lock all gates, windows and doors before leaving.

Departure cleaning: Before departure, all food must be removed from refrigerators, rubbish securely bagged and put outside in the bin provided and all crockery and cutlery washed and packed away. The Property must be left in a clean and tidy condition, as how you found it.

We charge a nominal departure cleaning fee that does not cover our full costs. Should the Property be left in a condition which requires extra attention by our cleaners, including emptying

refrigerators, removal of rubbish, washing dishes, we will charge you an additional fee, deducted from your Bond Payment.

Repairs: We hope you will advise us immediately of any repairs, damage or breakages that may have arisen or where repairs need to be made as soon as possible (please send us photos and a brief description by SMS to +61416224787. You agree to allow us or any representative of ours access at any reasonable time during your stay for the purpose of essential repairs. We are happy to receive your calls between 8am and 8pm if you need assistance in operating appliances or any Riverwood Tiny Home features. You can call us 24/7 for any emergency.

Bond Payment: Your Security Bond will be released within 7 days of your departure to your booking credit card provided that you have not caused damage, stained, broken or damaged any items or there are any missing items noted by the Owner after their inspection. Your deposit will be refunded in full provided there is no:

- Damage to Property or furnishings, including but not limited to any walls, flooring, windows, etc.
- Dirt or other mess, laundry, garbage, etc which requires additional cleaning (we expect that you will leave the Tiny Home in a tidy state – it does not need to be pristine!)
- Lost or damaged items, including keys, remote controls.
- Any other cost incurred by Owners due to Holiday renter's stay.

7. Any complaints or problems:

Every effort has been made to ensure that you have an enjoyable and memorable holiday. If however, you have any cause for complaint it is important that remedial action is taken as soon as possible.

Our property is offered in good faith with all features accessible and working at the time of the last clean. In the unlikely event that you are unable to enjoy an advertised feature of our property, we will do our best to assist you remotely by phone or internet. In the event that we cannot resolve the issue, we are unable to offer any refunds unless the issue is of such a nature that it is impossible for you to stay (e.g. no electricity or no water, but NOT if there is no internet access). In that instance, we will offer you a credit for a future stay within the next 12 months.

It is essential that you contact the Owner immediately on +61416224787 if any problem arises so that it can be speedily resolved. It is often extremely difficult (and sometimes impossible) to resolve difficulties properly unless we are promptly notified.

We cannot be responsible for any damage to your vehicle/s whilst it/they is/are on our property for any reason.

If any complaint or issue cannot be resolved during your holiday, you must message us with full details within 48 hours of the end of your stay.

8. Governing law:

This Rental Agreement between you and us is governed by the laws of the State of Victoria and we both agree that any dispute, matter or other issue which arises between us and cannot be mutually resolved will be dealt with by VCAT or the Courts of Victoria.