

TERMS AND CONDITIONS DARWIN WATERFRONT APARTMENTS

1. DEFINITIONS

“Booking” means the period for which you have paid to stay at the Property. “Property” means the identified apartment at 19 Kitchener Drive Darwin, and all its fixtures, fittings and equipment.

“Management” means the owners and managers of the Property. "Guests" means the persons who stay overnight in the Property during the Booking. "Visitor" means a person a Guest permits to visit the Property during the Booking.

2. ACCEPTANCE & RESPONSIBILITY.

Payment of the Deposit constitutes acceptance of these Terms and Conditions.

3. CHECK IN/ OUT

Check-in time is not before 2pm on the arrival date and check out time is not later than 10am on departure date unless otherwise agreed.

Late departure is subject to prior arrangement and availability and extra charges will apply.

You must notify Management of expected arrival time and a mobile contact number at least 7 days before arrival.

4. PAYMENT

A deposit of 50% of total booking cost must be received within 3 days after the Booking is taken by Management. Bookings are not confirmed unless and until this deposit is received.

Payment in full must be received no later than 10 days prior to your arrival.

Payments of the amount due must be received in Australian \$ net of any bank or other transaction charges.

Please ensure payments are made within the specified time limits or the Booking will be cancelled automatically without notice or liability to you.

We accept payment by Visa, MasterCard, direct deposit into our bank account, online payment through www.darwinwaterfrontapartments.com

A credit card surcharge of 1.5% will be levied to cover transaction costs associated with credit card payments.

Our bank details if not set out below will be advised to you.

5. CANCELLATION OR VARIATION

If you wish to vary or cancel your Booking, please contact us immediately

Cancellation UP TO 28 days prior to start of your occupancy (arrival booked date): if caused by the client, 20% of your deposit is forfeited.

Cancellation WITHIN 28 -14 DAYS to start of your occupancy (arrival date): if caused by the client, 50% of the total cost of your stay is forfeited.

Cancellation WITHIN 14 DAYS to start of your occupancy (arrival date) and once commenced: if caused by the client, 100% of the total cost of your stay is forfeited.

We suggest travel insurance is purchased if there is a possibility of cancellation, to minimize any impact to you of this policy.

If amended 0 - 30 days before arrival, a \$20.00 amendment fee will be charged.

Should you be eligible for a refund it will be made through your chosen payment method at time of Booking.

A variation of the Booking which reduces the number of nights stay will be treated as a cancellation of the Booking in respect of those nights.

A variation of the Booking which reduces the number of guests will be treated as a cancellation of the Booking in respect of those guests.

An administration charge of \$20 will be charged for any variation or cancellation.

If Management is able to relet the Property for the period cancelled a further refund may be made less administration charges, commissions and expenses.

We have a minimum night's stay policy of 4 nights. No refund will be made for a variation to the extent that it breaches our minimum night's stay policy.

6. SECURITY BOND

A credit card preauthorisation of \$500 is required at the same time as the outstanding balance of your Booking. It will be cancelled once our property has been inspected and deemed left in a similar state to your arrival. We agree to ensure this occurs within 3 working days of your departure.

Any damage, loss or expense incurred by Management as a result of your breach of these Terms & Conditions will be charged against the bond. Examples of this include but are not limited to any breakage, damage or excess cleaning requirements, extra guests beyond those declared.

Any damage loss or expense incurred by Management as a result of your breach of these Terms & Conditions will be charged against the credit card. Examples include but are not limited to any breakage, damage or excess cleaning requirements, extra Guests or Visitors beyond those declared.

7. UNAVAILABILITY

If the Property becomes unavailable for your occupancy due to unforeseen circumstances (eg. fire, storm, damage, etc) then Management will inform you immediately and endeavor to obtain suitable alternative accommodation for your occupancy; failing which any moneys paid will be refunded in full.

8. PARTIES & FUNCTIONS

Either Parties and/or Functions are strictly prohibited.

Breach of this condition may result in immediate termination and eviction without refund and extra charges for security, cleaning, garbage removal, wear and tear, repairs etc.

9. LINEN AND TOWELS

We supply linen, pillows, blankets and towels which must be left where supplied in the bedrooms or bath room on departure. Further linen may be hired through Management. Lagoon towels are included.

Cleaning and linen change normally does not occur during a stay but is available often upon request and at additional cost of \$110 per clean.

10. PETS

Pets are not allowed at the Property

11. YOUR OTHER RESPONSIBILITIES

You must comply with all applicable House Rules and all instructions from Management and the caretakers of the Property concerning occupancy, property, health, safety and quiet enjoyment of the Property and our neighbours.

You are responsible for damage, breakages, theft and loss of the Property and any part of it during your stay. You must notify us of this immediately. Management may recover from you repair or replacement cost (at Management's discretion)

Only the guests nominated and agreed in the Booking may stay in the Property overnight. If any other guests stay extra charges may apply or the agreement may be terminated without refund.

Disturbance to our neighbours, including excessive noise, is prohibited and may result in termination and eviction without refund and extra charges may be made for security and other expenses.

Before departure, all food must be removed from fridges, all rubbish put in the appropriate council rubbish bins provided, the BBQ cleaned if used, and crockery and cutlery washed and packed away. The Property must be left in a clean and tidy condition.

Extra cleaning charges may be incurred for the cleaning of dirty dishes, BBQ, washing machine, dishwasher, emptying the fridge, removal of excessive rubbish etc. Should the cleaning fee be more than the usual cost for cleaning the property, you will be charged the additional costs over and above the normal cleaning fee which will be deducted from the security bond or charged to your credit card. A minimum \$50 cleaning charge is applied to the BBQ if left in a dirty condition

All furniture and furnishings must be left in the position they were in when you arrived. Air conditioners must be turned off prior to departure. A \$20 surcharge will apply for air conditioners left on per room after departure.

The property should be vacated on time and secured. All windows and doors are to be locked. All keys must be returned to Management or as otherwise directed.

You are responsible for the safekeeping and replacement of accommodation keys. Duplicate keys will be provided at an additional charge of \$50, and \$200 will be charged for keys not returned.

Smoking is strictly not permitted in the Property. Smoke related smell or damage that creates additional cleaning cost or delays next guest entrance into the property will be charged at a minimum of \$200.

12. PROBLEMS OR COMPLAINTS

In the case of any problem or complaint, you must inform Management at the earliest opportunity so Management has the chance to rectify the situation as quickly and efficiently as possible. You must allow repair/service access to the property during reasonable hours.

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 you may have. We recommend all guests purchase travel insurance since Management are not responsible for any injuries, illness or accidents that may occur whilst staying at our apartments.