

# **Homes Down Under: Terms and Conditions of Rental**

We have found that over time there are a number of rental issues that perhaps wouldn't arise if more information were provided concerning what's provided and of what's expected in our homes. Our terms and conditions now consist of many pages and it is hoped that this clarity is helpful for our guests. Many of the terms and conditions may seem a little out of place but if you give it some thought, you can appreciate that we get guests across the entire spectrum of backgrounds. What may seem acceptable to one person may be offensive to another. As such we have attempted to explain our terms and conditions by referring to actual occurrences that we have experienced. The best example of acceptable and offensive behaviour could perhaps be the time when one of our guests wanted to slaughter a sheep in the garden!

You can therefore appreciate that we are attempting to cover as many issues as possible. We are fair and reasonable people and request that our guests who stay with us behave in a fair and reasonable manner.

The majority of our guests are the most wonderful, friendly, helpful and considerate people. But there are exceptions. These terms and conditions are in a large part aimed at those who are not considerate and who do not "play fair" so to speak. As an example: Our homes are cleaned before the new guests arrive and this may take around 3 to 4 hours. On one occasion it took 12 hours! This was therefore not a "standard clean" and incurred additional fees. The offending guest refused to pay the additional cleaning fees on the grounds that we knew that there were young children staying at the house, and that the condition that they left out home was therefore to be expected.

By providing detailed terms and conditions we thereby tell you up front what we expect. This ensures that our guests are guaranteed clean, quality homes with all amenities. It also ensures that our guests are told beforehand what steps we will take to put our homes back into the condition they were in on the day that they moved in.

## **Arrival and Departure:**

**For incoming guests the properties are available from 14:00 on the day of your booking.**

**For those guests leaving, the property is to be vacated by 10.00am on the morning of your departure.**

It is very common for incoming guests to be arriving on the same day as guests who are leaving. Arrival and departure times have to be strictly adhered to unless arrangements have been made with us beforehand. We may only have a 4-hour turn around time between leaving and arriving guests.

Failure to vacate on time may cause inconvenience for the next arriving guests who often arrive at the airport on morning flights. If you delay our contracted cleaners we have no option than to pass on the additional cleaning charges. Labour costs are expensive in Australia and if the cleaners waste time waiting to get access to clean a home, this is still time that has to be paid for.

An excessive departure time may incur an additional one-day accommodation charge. We have had situations where guests vacate the property in the evening after returning from work. This is not acceptable and would incur the additional days charge.

Should guests wish to arrive earlier or depart later (flight arrival or departure for example) then please ask us if this is possible. This may not be a problem if the property is vacant.

We will always try to accommodate you as best we can.

We have often taken new guests to banks, Medicare, and the drivers licence centre in the time period between 10:00 and 14:00. This is the period that the property gets cleaned.

## **Rental Payment**

To secure your booking we require 50% of the rental plus \$500 damages / cleaning deposit. The cleaning fee is deducted from your deposit before the balance is transferred back to you.

**The balance of your rental is payable 30 days before your arrival.**

If you choose to pay in one amount and save on bank charges you have that option.

For rental periods that exceed 12 weeks we require the 12- week period to be paid in full. We then require monthly payments that commence upon your arrival to ensure that payments are always 12 weeks in advance. This provides sufficient time to secure alternate bookings should you break your lease and move early.

It is very common for new migrants to change their plans. Due to the nature of the short term furnished rental business it is often impossible to fill vacated properties at short notice. It is therefore necessary to always have a long period with which to work with to try to assist guests to get some financial return when their plans do change. We get many requests for the same properties. If you decide to move early we have some time to try to get another booking so that you can be refunded your rental that you have paid in advance.

Our business registration and bank account details are:

ACCOUNT NAME:  
HOMES DOWN UNDER

Australian Business Number (ABN): 65 261 457 068

AnZ Bank

BSB:015217

Account number: (supplied upon request when booking confirmed)

Swift Code: ANZBAU3M

The address of the bank and branch is: AnZ Colonnades, Shop 58 to 59, Centro Colonnades, Beach Road, Noarlunga Centre, Adelaide, 5168.

The transfer takes about 4 days. Once payment is received I will send you a receipt and a short-term lease from the Office of Business and Consumer Affairs.

Payment can be made by means of local or international bank transfer.

**We also accept payment via Pay Pal, Debit and Credit cards.**

## **Refund Policy:**

**We recommend that guests take out comprehensive travel and accommodation cancellation insurance.**

It is crucial that we maintain sufficient occupancies to cover our costs. A late cancellation would often provide insufficient time to let our home to other guests. Our home may have been booked out on our calendar for many months in advance and we may have turned down many other booking requests in the period after accepting your booking.

Your arrival may be delayed due to personal factors such as illness, accidents or events outside your control such as an airline strike or airport shutdown.

**Our comprehensive landlords insurance is only applicable once you have arrived. We are unable to insure against your failure to arrive and cannot refund you for a cancelled or delayed booking.**

Should it be necessary for you to cancel your booking the following conditions will be applicable:

Should you cancel your booking 8 weeks prior to your arrival you will forfeit 50% of the total rental charge. (At 8 weeks the possibility is very real that we will suffer financial loss if we cannot re let the property).

Should you cancel your booking 4 weeks prior to your arrival you will forfeit 75% of the total rental charge. (At 4 weeks it is even more difficult to get a replacement booking).

A cancellation within the final 4 weeks will regrettably result in the loss of the whole booking fee (excluding the damages / cleaning deposit).

Should you fail to pay the final balance by the due date (4 weeks prior to arrival) this may result in the cancellation of your booking and the loss of your deposit. At all times we will try to contact you by means of the supplied telephone and e-mail contact details. However, if we do not receive your payment, or reply to our communication, we reserve the right to cancel the booking and retain the deposit.

We realise that problems do occur. It is important to PLEASE contact us as soon as possible to discuss issues. We require adequate time to rebook the property. ***It is advisable to take out cancellation insurance cover at the time of your booking as a change of circumstances could cause you a serious financial loss.***

*Should you secure alternate accommodation during your stay with us (a long term unfurnished rental for example) we regret that it will not be possible to refund you for rental paid in advance. You are welcome to sub let to approved guests and we will assist you in this regard, but we cannot provide any refund for an unused rental period whatsoever.*

*It is also not possible to provide a refund should you change your arrival date. If you move your arrival date it will not be possible for us to relet this period, and you will forfeit such rental whilst the property stands empty.*

**Damages / Cleaning Deposit:**

Upon your departure the property will be inspected for damage and contents loss. Reasonable wear and tear is acceptable. We have had occurrences where unsupervised children have caused damage to household contents and our garden. The smashing of plant pots, hacking down of plants, breaking tree branches, solar lights, flowers and paving stones will be repaired from your deposit!

If there is damage it can take considerable time to obtain quotations or repair the property damage. Your damages deposit will be refunded within 14 days by means of electronic transfer / internet banking. Electronic transfer between Australian banks does not incur bank fees and is the recommended method to refund your deposit. If you require your deposit to be transferred to an overseas bank account you will be charged the bank fees for this transfer. PayPal refund is the recommended refund method and this will be made in Australian Dollars. Due to income tax implications we do not refund any deposit in cash.

The **standard** cleaning fees for our properties are: \$80 per house and \$60 per cottage.

Contract cleaners who charge an hourly cleaning fee clean our homes. We do not make any money from the cleaning of the homes. If you can please leave our properties as you found them it will reduce the cleaning time. If properties are left in an excessively filthy condition we will have no other option than to charge an additional cleaning fee per hour to cover the cost of restoring our property into a condition acceptable to the next arriving guests.

All guests are to please check the house and cottage inventories. In the unlikely event that we suffer losses due to theft this will have to be reported to the police and the deposit used to replace such items. Damages (a broken door for example) will be repaired from the deposit and we will supply you with an invoice from the company that carries out the repair. ***Guests should have sufficient all risks insurance to cover their personal belongings. Our insurance does not cover the personal property of guests.*** It is also advisable for guests to take out holiday, injury and medical insurance. We will always assist migrants to register with Medicare. ***If injury or illness should strike it may be necessary to claim from your cancellation insurance cover and it is advisable that you take out adequate cover at the time of your booking.***

We have comprehensive structural and contents insurance at all our properties. However, the excess payable per claim is \$1000. If an incident does occur that's a result of your negligence (a fire, broken window, reversing into carport roller door etc) you will be liable for the first \$1000 of any damage claim.

It is our intention to provide you with an enjoyable stay in a quality home, and the following requirements are to ensure that you and future guests receive the best possible accommodation:

**There is a "No Smoking" policy in all our properties.** Please do not leave your cigarette butts and packets outside our homes. Flowerpots are not ashtrays. An additional cleaning fee will be charged to remove any filth left inside or in the grounds of our homes.

Shoes are to be taken off at the door at the supplied shoe rack to keep floors and carpets in good condition.

Additional cleaning fees will also be charged to remove nicotine stains and smells inside our homes. If we allow pets in our homes they are not allowed on our furniture. If pets are allowed it may be necessary to fumigate our homes upon your departure to prevent fleas being a problem for future guests. This has occurred in the past and is to be avoided! Fumigation will incur an additional charge.

Upon departure please ensure that:

- No damage is done to the residence or its contents, beyond normal wear and tear.
- The renter disposes of all debris, rubbish and discards.
- Soiled dishes are cleaned and placed back in the cupboard.
- All bedding is stripped from beds and placed in front of washing machine.
- Fridge/freezer is clean of any spills.
- Pots/Pans/Oven Wear is free from and food stains.
- Any breakages are replaced and reported on departure.
- All keys and remotes are left in an agreed place and are fully correct.
- No linen is stained, lost or damaged. Additional Washing / Dry Cleaning / Replacement charge will occur.
- All charges accrued during the stay are paid prior to departure
- Batteries have not been removed or swapped in any of our remote controls or devices

## **Additional Rental Conditions:**

### **Furniture:**

Please do not move any furniture in our homes.

It is easy to damage beds and floors by dragging furniture across floors. This is not acceptable and is very difficult to repair. We have had to repair our queen-sized beds due to support legs being broken. Do not take any furniture outside as damage is caused by exposure to sun and rain. Covers, blankets, pillows, cushions etc should not be taken from the houses into the pool area at the Christies Beach properties.

Barbecues are supplied with covers. To protect them they should be recovered after use especially in winter (rain). It would be appreciated if you strap umbrellas during windy weather to prevent them from being damaged.

Items should not be removed from the properties. On one occasion a microwave oven and kettle was taken to a building site. This is not permitted.

### **Blocked Drains / Plumbing:**

If sinks, baths, toilets, showers or drains become blocked please contact a professional. Our homes are serviced by Troy from Goldline Plumbing. His contact number is 0416665169.

If debris is flushed down toilets or items washed down sinks the charges will be for your account.

(Troy has had to remove sand from sink traps, haircut hair from shower traps and even a plastic shopping bag from the toilet waste!) Blockages are very easy to avoid. Please throw waste into the bins provided. If a blockage does happen please avoid the use of drain cleaners as the incorrect use of these products can cause severe damage to the plumbing system.

If the fault is minor such as a leaking tap then please let us know. Plumbing faults such as dripping taps and leaks are for our account.

### **Towels and Bed Linen:**

Do not remove the towels from any property .Our towels should not be taken to the beach.

At the Boomerang House and Christies Cottage there are separate bathroom towels and pool towels. There are sufficient pool towels supplied. The pool towels have been clearly marked with indelible markers. These towels are clean but they may have stains or chlorine marks. Guests do not want to use stained or discoloured towels and we try our best to keep towels and linen in perfect condition. The use of chlorine and other chemicals in the swimming pool in combination with their use outside may stain and bleach the towels.

Bathroom towels should therefore never be used as pool towels.

Staining and bleaching of house towels will result in their replacement at your expense.

### **Garbage Removal:**

The dustbins have been clearly marked. Please place all your rubbish inside the bins to deter ants and flies.

Rubbish removal is weekly and occurs on Friday morning

Cameras are fitted to the dirt trucks so please avoid putting the wrong rubbish in the wrong bin.

If you miss the rubbish removal day and your move is before the next collection it will be necessary for you to take your rubbish to the local collection site. It is not acceptable for new guests to have to deal with excess garbage. This will also be the case if you purchase any item that has packaging that cannot be disposed of in the bins (boxes, polystyrene etc).

The address of SA Waste Management, the nearest collection site is in nearby Lonsdale:



If you move and leave your rubbish for us to dispose of, a dumping charge will be deducted from your deposit. If your car leaks oil it must be cleaned from our driveways. Rubbish includes all bottles, cans, boxes and recyclables that you may have saved / collected.

It is not acceptable for garbage to accumulate as this causes pest control issues (flies and ants). Pest control problems caused by your rubbish will be eliminated (residual poison spray) and a charge will be deducted from your deposit.

### **Laminate and Wooden Flooring:**

Please avoid wetting the laminate flooring.

The floor can be damp cleaned with the supplied floor sponge / cleaner.

Clean up all spills immediately.

If water penetrates the joints in the floor it will buckle and swell.

This will require sections of the floor to be lifted and replaced, and at your expense.

### **House Keys, Tags and Hooks:**

If you lock yourself out of the house we do have spare keys to let you in. The minimum charge for this service will be \$20. This may be considerably more if we are not in the local area and have to travel some distance to let you in. If you require us to let you into the property during the hours of midnight to 06:00 am the minimum charge will be \$50.

Lost keys will incur a charge of \$250. This will be the charge for a locksmith to change locks.

### **Remote Controls:**

If you have been supplied with garage remote controls (Riverview) please look after them. Loss or damage to these remotes will incur a replacement charge of \$150.

Check that the garage door is fully open before reversing!

Please do not remove the remote control (or smoke alarm) batteries! There have been many occasions that guests have borrowed remote control batteries for use in cameras and children's toys. The replacement of batteries will also be charged for.

Removal or switching of smoke alarm batteries can also cost lives.

### **Neighbours:**

Please respect your neighbours. Avoid activities that may affect them. This includes noise and behaviour that may affect those around you. We know the neighbours around each property and they have our contact numbers. Should we receive complaints from neighbours about anti social behaviour, as a last resort we reserve the right to terminate your stay. In such cases you may be given 48 hours to vacate the premises.

### **Barbecue:**

Please leave the barbecue in a clean condition. Treat the barbecue as you would a sandwich maker or a baking tray....clean it after use! I know that it's a terrible item to clean but if you don't clean it, someone else will have to (and they charge Australian Dollars for their time!).

Please remember to turn off the cylinder after use to prevent a possible leak.

Gas refills are available from your local Bunnings Warehouse store at the corner of Goldsmith Drive & Beach Rd, Noarlunga.

If you do not wish to swap the cylinder yourself you can phone (08) 8329 1000 and have a full cylinder delivered.

Please do not leave the home with an empty cylinder, as the cost of a refill will be recovered from your deposit.

### **Swimming Pool:**

**Pool safety is our most important term and condition. Failure to adhere to these terms and conditions can cause loss of life. Many children die in pool related incidents every year in Australia. Pool safety relies upon your co-operation.**

A pool net has been supplied to provide extra protection but it can only work if you take a few minutes and secure it over the pool. The pool net should be put over the pool every time swimming has ended.

We will maintain the chemical balance of the swimming pool. Guests should not put any chemicals into the pool. The floating chlorine dispensers should not be removed from the pool. They stain the paving, and towels and can be hazardous to young children. They are safe if left in the pool. Please do not touch or remove the filter baskets in the weir and pool pump. One stone will shatter the pool impeller and will result in the replacement of the pool pump. We rely upon guests to help keep the swimming pool clean. The pool cleaner should be reattached after swimming to ensure that it cleans the pool at night when the timer operates during the off peak electricity period. We visit the house every two weeks to boost the pool cleaner operating period / adjust chemical balance, and backwash the pool. A pool scoop-net and brush have been provided for your use. We cannot clean the pool every time the wind blows or a storm occurs. It will require a few minutes of your time to ensure your swimming comfort. We rely upon the guests to remove any debris that blows into the pool. If the guest does not do this or if the pool cleaner is not attached we cannot guarantee the swimming condition of the pool. Any debris that children throw into the pool should be retrieved immediately. This includes stones, pegs, items of clothing etc. A blocked pool cleaner will not remove dirt and debris and will cause the pool to become dirty and perhaps unswimmable.

***Guests should please supervise their children at all times.*** Children have damaged the pool gates and posts by attempting to gain access to the pool. Please do not allow children to climb / swing on the gates and fencing. Please let us know immediately if the pool gates or fencing becomes damaged. Damage that allows unrestricted access to the pool area will result in the pool being closed, the net being placed over the pool and the pool will be unusable until the damage has been repaired.

**Self-closing gates should never be propped open.**

**By booking with us you agree to keep the pool gates closed at all times.**

### **Air conditioners and Dryers:**

Due to the high cost of electricity the air conditioner should be switched off when the property is empty. The economy mode and zone control switches should be used when rooms are not occupied. Australia has a warm climate and dryers are only really necessary in winter. Cheap rate electricity is after 9 at night and all weekend.

Please help us to keep the costs down. We have invested in solar hot water, inverter air conditioners, and gas heating systems but they can still be expensive to run if operated on maximum settings or in empty homes! We do not have central heating in Australia and we are very energy conscious.

## **Computers:**

Computers are supplied for job search, house rentals, general info and VOIP telephone calls. They are not supplied for the download of games, movies, and adult content. The download and installation of any programme is prohibited. The computer configuration should not be changed in any way. Guests who change the computer settings or install their own software have caused most of our computer problems.

All our machines are less than 2 years old. We do not have any control over the repair time (under warranty) of any computer or component and we may not be able to provide a replacement computer. We subscribe to McAfee anti virus protection. A virus can only infect a machine if the user lets it through or installs a programme. Virus removal and operating system re-install will be costly (\$150) and will be for your account.

## **A separate Ethernet cable is supplied should you wish to plug in your own laptop to our ADSL2 + connection.**

We do not provide computer support.

## **Disclaimer:**

The property is privately owned and neither the owners nor any managing agents accept any liability or responsibility whatsoever for personal injury, accidents, loss or damage to persons or personal effects, however caused. Should a safety issue be present or arise it is critical that we be informed so as to remedy such issue as soon as is reasonably possible. It is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.

The owners and their agents reserve the right of entry to the property and grounds at any time. This includes tradespersons and other workers (such as pool maintenance, gardeners, property valuers, estate agents, telephone and satellite maintenance etc).

We have taken all reasonable steps to ensure your safety. This includes pool fencing, self-closing gates, and a pool net, smoke alarms etc. However, we cannot be held liable for their failure, incorrect use or actions of other guests.

We do not allow parties or bookings from all male groups, or for groups of guests who are under the age of 21.

*By confirming your booking with us you acknowledge having read and agree to all our terms and conditions.*

We reserve the right to update and amend these terms and conditions at any time. Updates and amendments will be forwarded to you for your consent if you have already booked or are already renting one of our properties.