

Sunset Cottage, Port Stephens

SHORT TERM RENTAL ACCOMMODATION

TERMS & CONDITIONS

UPDATE JANUARY 2023

By proceeding with your booking, including making a deposit/payment is deemed that you fully understand and accept the full terms and conditions of the rental terms. For the purpose of this agreement, **'The Owners'** mean the legal owners of Sunset Cottage known as the premises at 233 Foreshore Drive Corlette NSW 2315. **'The Guest'** means you, the primary guest that proceeds to make the booking.

Please read carefully prior to proceeding with your booking.

RENTAL TERMS

The premises are rented to you for Short Term Rental (**STR**) purposes only – for the period stated in your confirmation booking email.

The primary guest is the name of the guest whose name appears on the booking confirmation email. The primary guest is responsible for all guests and their visitors who enter the property during the specified dates of the short-term rental booking and any damage caused to the property by their guests or any visitors.

You also agree to complete all booking forms honestly, accurately and agree not to provide any misleading or fraudulent information.

You agree to abide by all common, state and federal laws and legislation while at the premises.

NSW SHORT TERM RENTAL CODE OF CONDUCT

The NSW Government has implemented a STR Code of Conduct that covers the behaviour of both the guests, the owners and booking platforms. All guests **MUST** abide by the code of conduct. The Code is enforceable by law and penalties apply. The owners are, by law required to supply you with access to a copy of the code. A full copy of the code can be found at the NSW Government website at;

https://www.fairtrading.nsw.gov.au/_data/assets/pdf_file/0012/925788/Code-of-Conduct-for-the-Short-term-Rental-Accommodation-Industry.pdf

A PDF copy is also available on our website under the Terms and Conditions page;

<https://www.sunsetcottage.net.au/house-rules>

For your convenience, a copy of the guest's obligations under the NSW Code of Conduct is attached to this document.

NSW PUBLIC HEALTH ORDER – COVID-19

The primary guest is required to ensure all guests and visitors comply with all NSW Public Health Orders and directives of the NSW Government prior to arrival and during their stay at the property. NSW Public Health Orders may change from time to time, please ensure you are aware of the current requirements before you arrive.

PROOF OF IDENTIFICATION

We are required by our insurance company to obtain identification of the primary guest making the booking including: Full Name, Email Address, Mobile Number and Residential Address.

We require a copy of your identification that includes your full name and residential address.

Proof of identification could be: **Drivers Licence, Energy Bill, Rates Notice etc**

Please note: Photo ID is not required but identification must include your full name and residential address and be from a local, state or federal government institution. Other acceptable forms of ID include a phone account, bank statement (with all financial details redacted), energy or utilities company account. Your name, email, mobile and residential address is kept on our HubSpot CRM database. Your information is never provided to any third-party under any circumstances.

The easiest way to provide your ID is to take a photo on your phone and email it direct to stay@sunsetcottage.net.au

We apologise that we cannot proceed with confirming your booking without identification. Identification must be provided in the name of the primary guest.

PAYMENTS

A deposit is required to confirm your booking. The balance of your booking is required no later than 30 days prior to your arrival.

CHECK IN / CHECK OUT TIMES

Sunset Cottage is available from 2:00pm on the day of arrival to check-in. Departure time is prior to 10:00am on the day of your departure, unless otherwise arranged with the owners. Cleaners will arrive shortly after 10am on the day you depart.

NUMBER OF GUESTS (5 Total)

Sunset Cottage is equipped for a specific number of guests. No mattresses, tents or caravans, or more cars than the property can accommodate are allowed. It is against NSW Department of Health regulations for more persons to occupy a property than there are beds to accommodate them. No more than (3) Adults are permitted at any one time. The maximum number of guests permitted is (5) being (3) adults and (2) children or (2) Adults and (3) Children. This is due to room size, facilities, and comfort.

CANCELATIONS

Cancellation policies differ depending on what booking platform you booked through. Please check the booking platform or website for details of cancellation policies.

Any cancellation made by the owners for any circumstances will result in the full refund of your deposit and booking amount resulting in a 100% refund. The owners will not be responsible for any financial compensation or the cost of alternate accommodation if the booking is cancelled by the Owners.

There will be no refunds for those guests who violate the terms and conditions, and your booking is terminated.

TERMINATION OF BOOKING

If you violate the terms and conditions of your booking, the owners may terminate your booking and request you vacate the premises immediately. Any violation of the terms and

conditions will result in no refunds. Any illegal activities conducted on the premises WILL be reported to the appropriate authorities. Parties and anti-social behaviour will not be tolerated on the premises and will result in your booking being terminated.

TRAVEL INSURANCE

It is recommended that all guests take out appropriate travel insurance to cover any unforeseen circumstances resulting in the need for you to cancel the booking and for any personal property loss or damage.

RESPONSIBLE BEHAVIOUR

No guests under the age of 18 will be permitted to occupy Sunset Cottage unless accompanied by a responsible adult.

House parties and celebrations WILL NOT BE accepted due to excessive noise and possible behaviour that may disrupt neighbouring properties. Please respect our neighbours. Parties and large gatherings of guests are not permitted. Only the number of guests booked on your booking form are permitted on the property. Any music used on the deck should be kept to a minimal level as not to disturb neighbouring properties, day or night.

KEYS AND ACCESS

You will receive an SMS text on the morning of your arrival date to the mobile number supplied in your original booking form. This 4-digit access code will access a 'lock box' with (1) set of keys for front and back doors as well as the beachside door to the shed where you will find a laundry and BBQ facilities. Please return keys to the 'lock-box' on departure. For your security, the 'lock-box' code is changed regularly.

NO PETS AND NO SMOKING POLICY

Sunset Cottage is strictly a smoke and pet free property. Smoking is not permitted anywhere on the property and for the comfort of all guests no pets are permitted on the property. Unfortunately, there are no exceptions to these policies.

CLEANING

Housekeepers have prepared the property for you. We ask in return that you show consideration by leaving the premises neat and tidy, wash dishes, clean BBQ's after use and place garbage and recycling in the bins provided. Ensure that all windows and doors are locked prior to your departure. There is no need for you to vacuum or mop floors.

SECURITY

Sunset Cottage and its owners cannot accept responsibility for person(s) personal property such as cameras, jewellery, clothing etc that is left unattended in the accommodation. We suggest that you lock your vehicle and make sure that all valuables are out of sight. By showing care in these simple steps you will make sure stressful situations do not arise. We recommend reading our security and safety information contained in our compendium on arrival.

Your safety is the utmost importance to us. Whilst all due care is taken, Sunset Cottage and the owners of Sunset Cottage take no responsibility for the loss or damage of property or person whilst staying at the property.

We strongly recommend guests take-out appropriate travel insurance to cover any loss or damage of personal items.

DAMAGES

The primary guest is responsible for damages to the property.

Should you discover a fault or breakage when you arrive, please advise us immediately. We understand accidents are unavoidable from time-to-time to glassware, crockery etc and minor damages will not be charged to guests, however we would appreciate you notifying us of all breakages so that they can be replaced for the next guests.

UNFORSEEN CIRCUMSTANCES

The owners of Sunset Cottage will not be responsible for any unforeseen circumstances that may affect your stay. These may include but are not limited to weather or storms resulting in power outages and any other unforeseen events.

Whilst all due care is taken to provide property equipment in good working order, from time to time, unforeseen breakdowns may occur. The owners of Sunset Cottage will endeavour to address any breakdowns of equipment in a timely manner.

LINEN (Only supplied when booking online – please check with owners)

Sunset Cottage is fully self-contained & equipped with blankets/duonas and pillows. Linen is supplied to you by a linen hire company and delivered to the property prior to your arrival (beds will not be made up). Linen supplied will include bed sheets, pillowcases, bath towels, tea towels and a bathmat, for ONLY the number of guests listed on your original enquiry form. Please notify us by email if you need a different bedding configuration than that below.

Linen must be used on all bedding as it is against NSW Department of Health regulations and hygiene for guests to sleep on bedding that is not fitted with appropriate linen.

The bedding configuration at Sunset Cottage is 1 x Queen ensemble and 3 x standard single beds. It shall be prudent to bring along beach towels for your beach days. Other items we suggest you may need are personal toiletries etc.

PARKING

Off-Street parking is provided for 2 x cars only. There is no covered parking available on the property. Please be aware there is no on-street parking directly in front of the property. Council actively patrols our street, particularly during holiday periods. Parking on the footpath and nature strip directly in front of the cottage may result in a fine. If parking in the adjacent Council carpark at Roy Wood Reserve, please observed the time limits imposed by Council to avoid fines.

GARBAGES

Garbage bins are collected weekly in Port Stephens. At Sunset Cottage, we ask that you put out bins on Thursday night for Friday morning pick-up. Please put bins curb side with the handle facing the property on Thursday night. A recycling bin is also available and is required to be place curb-side alternate weeks with the general waste bin. Please refer to the calendar on the fridge for these dates.

SUITABILITY

Sunset Cottage is an older style cottage that may not be suitable for some guests with restricted mobility such as the elderly and disable. Whilst the owners will always try to

accommodate guests where possible, consideration should be given to the following; There are a maximum of 3 steps at each entry point to the Cottage. There is no wheelchair access. The bathroom has a small combined 'step-in' shower bath. The cottage is in close proximity to the water, small children should be supervised at all times. Guests should ensure the premises are suitable before booking. If you have any questions about the premises, please ask the owners before you proceed with your booking.

ASSISTANCE

The owners of Sunset Cottage are here to help you. Should you need any clarification on any of these terms and conditions before booking, please don't hesitate to contact us so we may answer any questions you may have.

ACCEPTANCE

By proceeding with your booking and making the required deposit and/or payment, is deemed that you have read and accept the above short term rental accommodation terms and conditions.

These Terms and Conditions were last updated: 2 January 2023

NSW Code of Conduct - 'Guests'

2.5 Guests

Guests to act lawfully

2.5.1 A guest must not engage in conduct in their capacity as a guest that contravenes:

- (a) the criminal law
- (b) planning laws or by-laws (if the premises are in a strata or community scheme) that apply to the premises
- (c) the terms of a short-term rental accommodation arrangement for the premises.

Obligations to neighbours

2.5.2 A guest must not at any time during the occupancy period:

- (a) create noise that because of its level, nature, character, or quality, or the time it is made, is likely to harm, offend, or unreasonably disrupt or interfere with the peace and comfort of neighbours and other occupants of the premises
- (b) act in a violent or threatening manner towards neighbours or other occupants of the premises
- (c) act in a manner that could reasonably be expected to cause alarm or distress to neighbours and other occupants of the premises
- (d) use or enjoy the premises in a manner, or for a purpose, that interferes unreasonably with the use or enjoyment of common property by neighbours and other occupants of the premises in a strata or community scheme
- (e) intentionally, recklessly or negligently cause damage to premises, any common property or any other communal facilities within the immediate vicinity of the premises, or any public property in the vicinity of the premises
- (f) intentionally, recklessly or negligently damage the personal property of neighbours of the premises or other occupants of a strata or community scheme.

This section is an offence provision under section 54C of the Act.

2.5.3 The Commissioner may issue guidelines about what may or may not be appropriate conduct under section 2.5.2 of the code.

2.5.4 A guest must not copy, or knowingly retain after the end of the occupancy period, any keys, security passes or other instrument that facilitates access to the premises.

This is an offence provision under section 54C of the Act.

Responsibilities to hosts

2.5.5 A guest must take reasonable care of the host's premises and the host's property at the premises.

2.5.6 A guest must notify the host or the host's representative of any dispute or complaint about a guest's or visitor's behaviour as soon as possible after the dispute or complaint arises.

This section is an offence provision under section 54C of the Act.

Exclusion register

2.5.7 A guest who is recorded on the exclusion register is prohibited from entering into any short-term rental accommodation arrangements as a guest.

This section is an offence provision under section 54C of the Act.

Guests responsible for conduct of visitors

2.5.8 A guest is responsible for the actions of visitors they invite onto the premises during the occupancy period and must ensure visitors to the premises comply with section 2.5.2 of this code as if they were a guest on the premises.