

BOOKING CONDITIONS: SURFERS PARADISE PENTHOUSE

1. "Management" includes the owners and managers of Surfers Paradise Penthouse. "Premises" includes Surfers Paradise Penthouse and its contents and the common property at 3468 Main Beach Parade, Surfers Paradise.
2. Upon booking, a preliminary deposit of \$750.00 (minimum) is payable and this must be received within seven (7) days after the booking is taken by Management. Bookings are not confirmed unless and until this deposit is received. Payment of deposit will indicate acceptance of these Booking Conditions. Full payment for your accommodation must be received by Management no later than 30 days prior to arrival. If the booking is made less than 30 days prior to arrival, full payment of the accommodation cost is required at the time your booking is confirmed. Please ensure payments are made within the specified time limits or the booking will automatically be cancelled without notice or liability to you.
3. The person making the booking must, upon request, advise Management of the names, addresses and other details requested of all persons who will occupy the premises (guests), Bookings are not transferable.
4. Check-in/check-out and key collection/return shall be done at the ground floor, Pacific Point Apartments, 3468 Main Beach Parade, Surfers Paradise unless special arrangements have been made prior to arrival. Guests must notify Management of expected arrival time and a mobile contact number at least 7 days before arrival.
5. Check-in time is 2pm on the arrival date and check out time is 10am on departure date. Late departure is subject to prior arrangement and availability and extra charges will apply.
6. Guests are responsible for damage to the premises and loss of or damage to any items in the premises and will pay to Management replacement or repair cost (at Management's discretion) of any such item damaged or lost. Credit card imprints must be provided to Management upon check-in.
7. Guests must be those persons recorded by Management in the booking register. At no time during the occupancy will any other persons be permitted to reside overnight at the premises, without prior consent of Management and extra charges may be made in accordance with the tariff schedule.
8. Any functions at the premises (ie activities where persons other than guests will attend) require prior approval at the time of booking and special conditions will apply including extra charges, guests remain responsible for persons attending, no disturbance of neighbours, no undue noise, silence when entering and leaving the premises, all noise to cease by 11.00pm, no behaviour likely to cause damage to property or offence or embarrassment to others. Security call out and enforcement costs and charges are recoverable from Guests.
9. Guests are not allowed to bring any animals or pets on to the premises under any circumstances.
10. The description of the premises given by Management is given in good faith and no responsibility for misinterpretation will be accepted.
11. The premises are fully furnished with kitchen facilities and include linen, pillows, blankets and towels. Further linen may be hired through Management. Beach towels are not included. Cleaning and linen change usually occurs weekly or more often upon request and at additional cost.
12. Body Corporate By Laws, House Rules and all laws and regulations must be complied with including the Holiday and Short Term Rental Code of Conduct. Guests must also comply with all instructions from Management and the caretakers of the premises concerning occupancy, property, health, safety and quiet enjoyment of Pacific Point by all occupants and neighbours.
13. Management takes no responsibility for personal property left on the premises.
14. If the premises become unavailable for occupancy through unforeseen circumstances (eg. fire, storm, damage, change of ownership, etc) then Management will inform you immediately and endeavour to obtain suitable alternative premises for your occupancy, failing which all moneys paid to Management will be refunded in full satisfaction of all claims.
15. Bookings are generally for a minimum of 4 nights. Tariffs are subject to change without notice. In the event of a tariff increase, bookings confirmed by deposit will be honoured at the tariff prevailing upon booking.
16. Please check your receipt and contact Management immediately should there be any discrepancy. If payment is made by cheque, receipt is issued subject to such cheque being cleared. There will be a fee for dishonored or re-presented cheques
17. Cancellation of Booking. If the booking is cancelled within less than 3 months prior to commencement date, no refund of the deposit shall be made unless and until the premises are re-booked for the total period of the proposed occupancy and any discount necessary to secure a re-booking will be deducted from the refund. Whenever a booking is cancelled a service fee of 12% of the total cost of the accommodation will be charged. Cancellations must be notified to Management in writing.
19. Partial Cancellation of Booking. If guests substantially change the booking by either reducing the number of guests or shortening the length of stay within less than 3 months prior to commencement date, a service fee will be charged equal to 25% of any reduction in the total cost of accommodation.
19. Guests are granted limited permission to occupy the premises for the approved purposes and subject to the Booking Conditions. This is a licence, not a lease or residential tenancy. Any breach of the Booking Conditions permits Management to cancel the booking, refuse the key, recover additional rent costs and charges and/or immediately terminate the occupancy at the guests' expense. No refund will be payable.
20. The spa must be used in conformity with all instructions and directions of Management. It must not be used during rainy weather. It requires continual servicing and maintenance and Management requires access to the Premises so this can be carried out. Despite regular servicing and maintenance there may be times when the spa is not available including on weekends and public holidays and other times when servicing, maintenance or parts are not available and during those times Guests must accept and use instead the spa provided on common property.
21. In the case of any problem or complaint, it is imperative that guests inform Management at the earliest opportunity so Management has the chance to rectify the situation as quickly and efficiently as possible. Any complaint, which cannot be resolved locally, must be notified in writing to Management prior to departure from the premises. If guests fail to follow this procedure this may hinder the ability of Management to rectify the complaint and reduce or extinguish any claim guests may have.
- 22 The Booking Conditions and contract are governed by the laws of New South Wales and the parties submit to the exclusive jurisdiction of the courts and tribunals of that state.
23. These Booking Conditions bind the person making the booking and all persons occupying or visiting the premises and they shall be jointly and severally responsible as guests under these Booking Conditions and they shall indemnify Management against all losses and expenses arising from any breach.