

# Terms and Conditions for Booking

**Principal:- Beaches Property Holdings Pty Ltd T/A Beaches Serviced Apartments  
Nelson Bay**

**You, “the Guest” agree as follows:-**

1. Check in times unless otherwise agreed shall be 1:00 p.m. on the arrival date for the booking.
2. Check-out unless otherwise agreed shall be by 10:00 a.m. on the departure date of the booking. All keys to be returned at the time of check-out to the reception office at 12 Gowrie Ave, Nelson Bay.
3. Guests shall leave the apartment in a clean and tidy state. Additional charges may apply for any stains, damage, special cleaning requirements or for losses of any nature including loss of income caused by any Guest or their invitees or occupants.
4. No pets to be brought upon the premises unless specifically approved any management and the relevant accommodation relates to a “pet friendly” accommodation designated by management. Where pets are approved, the Guest will ensure that the pets do not cause loss, damage or injury to any property or nuisance to other occupants.
5. Guests shall not create any nuisance to other occupants nor engage in the use of loud, abusive or vulgar language.
6. Guests shall abide by signs and directions of management.
7. Guests shall be liable for any loss or damage caused by the Guests or their fellow occupants to the apartment or the premises of the Proprietor.
8. The number of persons per apartment shall be limited to: two persons per double bed, two persons per sofa bed in each apartment and one person per single bed (if any) in each apartment.
9. The Proprietor and its managers reserves the right to remove any person from the premises who creates a nuisance on the premises, causes loss, damage or injury to any property located on the premises or any person on the premises, or any person who is abusive, intoxicated, immodest or obscene in their behaviour or manner.
10. Children in the pool area shall always be accompanied and properly supervised by an adult who have parental rights, guardianship or adults with care control or custody of the children which has been entrusted by the parent or guardian of such children (such persons shall not include any employee or officer of the Proprietor). Guests indemnify the proprietor for any loss, death, injury or damage for breach of this term.
11. The pool will close at 9:00 p.m. each night.
12. Guests only have a license right to use the premises.

13. Motor vehicles are parked in or upon the premises at the sole risk of the owner of the vehicle. The Guest indemnifies the Proprietor for any claim made in respect to loss, injury, death or damage caused to or by a motor vehicle used by the Guest or their invitee or occupant. Vehicles shall be parked only in areas designated by the Proprietor or its management.
14. The Proprietor is not responsible for any loss or damage to any belonging or good left in any motor vehicle.
15. The Innkeepers Act 1968 NSW applies to goods and chattels left upon the premises and motor vehicles brought upon the premises and liability is limited against the Proprietor for loss or damage of whatsoever nature to any good, chattel or motor vehicle on the premises to the amount prescribed by such Act, if the exemption from liability under the Act does not otherwise apply.
16. The Proprietor has the right to charge any credit card facility used by a Guest in making a booking for any loss or damage sustained to property of the Proprietor of failure to comply with these terms.
17. The Guest agrees to pay the tariff prior to departure and any ancillary costs prescribed by the Proprietor for additional persons or special facilities provided by the Proprietor.
18. Any refunds will be subject to the Cancellation & Refund Policy referred to below.
19. The Proprietor is not responsible or liable for any service provided by any third party even though such service or facility is part of an advertised package. Recourse shall be limited to the supplier of the third party service (eg. Cruise providers, restaurants, transport providers).
20. The Proprietor is not responsible or liable for any property booked by a person with an owner of a property which is not part of the Beaches Services Apartment Port Stephens complex located at 12 Gowrie Ave Nelson Bay. The Guest acknowledges that the Proprietor is only providing a web hosting service for the owner of such property and any contract is direct between the Guest and the owner of the relevant property.
21. Any legal proceeding, claim or action shall be brought in a Court or tribunal within the metropolitan area of Sydney in the State of NSW.

### **Cancellation & Refund Policy**

1. No refunds for late arrivals or early departures.
2. Cancellations by notice given more than 24 hours prior to 9:00 a.m. on the booked arrival date may at the unfettered discretion of the Proprietor result in administration fee of \$50.00 (excludes Xmas School Holidays referred to below). NO REFUNDS for cancellations less than the said 24 hour notice period.
3. Cancellations- Xmas School Holidays- Cancellations by notice given more than 7 days prior to 9:00 a.m. on the booked arrival date may at the unfettered discretion of the Proprietor result in administration fee of \$100.00. Cancellations by notice provided to the Principal less than 7 days notice prior to 9:00 a.m. on the booked arrival date may at the unfettered discretion of the Principal result in NO REFUND FOR UP TO THREE (3) NIGHTS TARIFF.

4. The Principal may at the Principal's absolute discretion transfer a deposit or a pre-paid booking fee to a future booking within 12 months from the date of cancellation of the booking (excluding a transfer to a date within the Xmas School holidays).
5. Where initial bookings or deposits were paid by credit card, then in addition to the cancellation fees, the Principal may charge or deduct from refunded monies charges equal to 3% of the amount paid at the time of booking to cover merchant credit card costs.

As at 4.03.11