In these Booking Terms and Conditions “**we**”, “**us**” or “**our**” means ECSS (Enterprises) Pty Ltd ATF Sheppard/McCall Family Trust T/A Beach Retreats Central Coast (ABN 25 568 749 813), its successors and assignees, and “**you**” or “**your**” mean the person, organisation or entity that uses our Site or books a stay with us, each a “**Party**” and collectively “the **Parties**”.

These Terms form the agreement under which we will supply our Stays to you. Please read these Terms carefully. Your use of our Site or booking a stay, indicates that you have had sufficient opportunity to access these Terms, and that you have read, accepted and will comply with these Terms. If you have any questions, please contact us before using our Site or booking a stay, by using the contact details below.

**BOOKING STAYS**

You may book a stay with us, using the booking process on our Site. We may, at our discretion, accept or reject any booking of a Stay, for any reason.

If we accept your booking, a confirmation email will be sent to you, attaching details of the Stay, our invoice and a copy of these Terms (**Pending and/or Confirmation Email**). It is your responsibility to check the booking details (including, in particular, the details of your Stay) provided in the Pending/Confirmation Email before paying for your booking.

Your booking will be complete, on your payment of part, or all of, the Fee in accordance with these Terms. Once your booking is complete, you may not cancel your booking other than in accordance with these Terms, including our cancellation policy.

**PAYMENT**

The Fees are determined by the Stay that you have selected during the booking process and as further particularised in the Pending/Confirmation Email.

Fees are to be paid to us using the payment method prescribed on our Site and in accordance with the payment terms. You must pay the Fee in full prior to the commencement of your Stay. We may cancel your Stay if the Fee is not paid to us in full in accordance with these Terms.

Our Fees may change from time to time, at our discretion. It is your responsibility to check our current Fees before you submit your booking through our Site. For the avoidance of doubt, once your booking is complete, the Fee for your Stay will not change.

**ACCOUNT/CHECK-IN PORTAL**

You may register an account or access the check-in portal on our Site to retrieve details of any of your Stays. It is your responsibility to keep your account/check-in portal details confidential. You will remain liable for all activity on your account or your check-in portal.

We may grant or refuse you permission to create an account or access to the check-in portal. We may disable any account or check-in portal, or delete any data, at our discretion. We reserve the right to access, monitor and modify your account, the check-in portal and the Site for maintenance, upgrades and security purposes at any time.

**CANCELLATION POLICY**

Following your payment of part or all of the Fees, if you cancel your Stay:

1. more than 30 days prior to the start date of the Stay, you will be liable to pay a cancellation fee of $150 AUD. If applicable, we will refund you any deposit paid by you; and
2. within 30 days from the start date of the Stay, you will be liable to pay the Fee in full.

If you cancel on the start date of the Stay or any time thereafter (including by leaving the Stay) or you do not show up for the Stay, you will be liable to pay the Fee in full and no refund will be made to you.

**TRANSFER OF A STAY**

You may not transfer your Stay to another party. If you are unable to participate in a Stay, the cancellation policy will apply. We may allow you to transfer a Stay, or any amounts of the Fee paid by you, to another party, however we will have no obligation to do so, and this allowance will be made in our absolute discretion.

**DATE CHANGES**

We understand that your travel plans may change. You must notify of us of any desired start date change prior to the start date of your Stay. Your request for a start date change will be subject to approval and the availability of your desired date for the Stay (**New Date**).

If the New Date is available, and you wish to change the start date of your Stay:

1. more than 14 days prior to the start date of your Stay, the date change will be free of charge; or
2. within 14 days from the start date of the Confirmed Stay, you must pay us an administrative fee of $150 AUD, for the reasonable costs incurred by us for the start date change.

**RESCHEDULING OR CANCELLATION BY US**

We will notify you as soon as possible if we need to cancel or reschedule a Stay, and we will use our best endeavours to reschedule the Stay at an alternate start date that is agreed between the Parties.

If we cancel a Stay because of events or circumstances beyond our reasonable control:

1. prior to the start date of the Stay, and we cannot find an alternate start date agreed between the Parties, you will receive a refund of any Fees that have been paid by you; and
2. after the start of the Stay, you will receive a refund of any Fees that have been paid by you on a pro-rata basis.

In the event the property of your Stay is subject for sale, you agree to allow us to inspect the property with prospective purchasers, with reasonable notice and within ordinary hours.

**YOUR CONDUCT**

During your Stay, you must cooperate with us, and comply with the:

* The House Rules provided in the property compendium
* NSW STRA Code of Conduct also provided in the compendium and electronically in your confirmation email

and any instructions or directions given to you by us.

You acknowledge and agree that:

* your Stay is for recreational and holiday purposes only and that any excessive noise, anti-social behaviour, parties or functions of any kind are not permitted;
* the number of occupants during your stay must not exceed the number of guests set out in your Confirmation Email and that any additional guests must be agreed in advance by us and may be subject to additional fees;
* we take no responsibility for any of your actions, incidents or damage or loss of your personal property during your Stay;
* you are responsible for any loss or damage to the property, furniture and fittings during your Stay. All damages, breakages or losses are to be reported to the agent immediately;
* all of our properties are non-smoking properties; and
* pets are only allowed if prior approval has been granted or the property is advertised as a pet friendly property.

If we have reasonable grounds to believe that your conduct breaches any of these Terms, us and our agents have the right to enter the property at our discretion and without your consent. We may terminate these Terms and request you to leave a Stay if in our view your conduct is inappropriate. If we request you to leave a Stay, no refund will be made to you.

**YOUR COOPERATION**

You agree to do all things, and provide us with such information and documentation necessary, and as we reasonably require for us, to be able to process your booking for a Stay and to provide the Stay to you. This includes, but is not limited to, providing us with your full name, date of birth, or details of any medical conditions. The information and documentation that you provide to us, must be complete, accurate and correct.

**YOUR DATA AND SECURITY**

### We collect personal information about you in order to allow you to make a booking for a Stay on our Site, to process your booking for a Stay, to enable you to access and use the Site or check-in portal, to create an account, to contact and communicate with you or to respond to your enquiries.

### When collecting and using your personal information, we agree to comply with the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable Laws.

### We may disclose that information to third party service providers who help us deliver our services and Stays (including information technology service providers, data storage, web-hosting and server providers, professional advisors, payment systems operators and our business partners or as required by law. If you do not provide this information, we may not be able to supply our Stay to you.  In certain circumstances, we may disclose your personal information to third parties located, or who store data, outside Australia.

We may retain personal information provided by you to communicate with you or to allow you to access your account or to book other Stays with us. If you wish to opt-out of communications (including any marketing communications), please contact us using the details below or opt-out using the opt-out facilities provided in any of our communications.

You may request to obtain the details of the personal information that we hold about you or the deletion of the personal information that we hold about you by contacting us using the details below.

By providing personal information to us, you consent to us collecting, holding, using and disclosing your personal information in accordance with these Terms. You can view our Privacy Policy [here](https://www.beachretreatscentralcoast.com.au/privacy-policy.html)

**OUR COMPLIANCE**

As this is a short-term rental accommodation arrangement, within the meaning under the *Fair Trading Act 1987* (NSW), we must comply with the Code of Conduct for the Short-term Rental Accommodation Industry (**Code of Conduct**) at Attachment 2 of these Terms (a copy of which is also available on the NSW Government Department of Fair Trading website).

Notwithstanding the Disputes clause in these Terms, if you are dissatisfied with our response to any complaints you may have, under the Code of Conduct you have the right to escalate any complaints unresolved by us to the Commissioner for Fair Trading in the NSW Department of Customer Service for further consideration.

**LIMITATION OF LIABILITY AND DISCLAIMERS**

**Third Parties:** We may provide Stays to you using third parties. We make no representation or warranty about the services provided by third parties, and to the maximum extent permitted by law, we exclude all responsibility and liability for the third party services, or their failure to provide the services.

**Warranties:** You acknowledge and agree that the information and material on our Site may be inaccurate, incomplete or unavailable from time to time. To the maximum extent permitted by law, all information and material are provided to you without warranties, guarantees, representations or conditions of any kind, either express or implied, and we expressly disclaim all warranties, guarantees, representations or conditions of any kind.

**Exclusions:** To the maximum extent permitted by law, we exclude all liability, and will have no liability, for:

1. your use of the Site;
2. any acts or omissions of you;
3. any acts or omissions of any third party;
4. any event or circumstance beyond our reasonable control;
5. any information or documentation supplied by you;
6. any property loss or damage (including to your baggage) or personal injury, loss or death, except where caused by our negligent act or negligent omission; and
7. any Consequential Loss.

**Limitation:** To the maximum extent permitted by law, our total liability arising out of or in connection with these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will be limited to us either, at our sole discretion, resupplying the relevant Stay to you or paying to you an amount not exceeding the Fees paid by you to us for the Stay the subject of the claim.

The obligations under this will survive termination of these Terms.

**GENERAL**

**Intellectual Property:** As between the Parties, we own all intellectual property rights on the Site or in any materials provided to you.

### Disputes: We will use our reasonable endeavours to assist you in resolving disputes with third parties that may arise from your Stay. We will handle any disputes or complaints that you may have against us in good faith and in a timely manner. You may not commence court proceedings relating to any dispute or complaint arising from, or in connection with, these Terms without first meeting with us (in good faith) to resolve that dispute or complaint (unless you are seeking urgent interlocutory relief or the dispute or complaint relates to compliance with this clause).

**GST**: If and when applicable, GST is payable under these Terms. By accepting these Terms, you agree to pay us an amount equivalent to the GST imposed (including, on the Fee).

**Compliance with Law:** You agree to comply with all applicable Laws.

**Assignment:** We may assign or transfer our rights or obligations under these Terms without your consent.

**Notices:** Any notice in connection with these Terms will be deemed to have been duly given when made in writing and delivered or sent: (a) by us, to your email address or postal address, and (b) by you, using the contact details below.

**Severability**: If any of these Terms are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

**Governing Law**: These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside of Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for complying with the laws in the place you access the Site.

**Entire Agreement:** These Terms contain the entire understanding and agreement between the Parties in respect of its subject matter.

**Amendment:** We may, at any time and at our discretion, vary these Terms by publishing varied terms on the Site. Prior to booking a Stay, we recommend you carefully read the terms that are in effect at that time to ensure you understand and agree to them. For any booking that has been accepted by us, the terms and conditions that apply will be the ones that were in effect (and which you agreed to) when you made the booking.

**DEFINITIONS**

In these Terms, capitalised words have the meaning given to them within the Terms and, unless the context otherwise requires, as defined below:

**Claim / Claims** includes a claim, notice, demand, right, entitlement, action, proceeding, litigation, prosecution, arbitration, investigation, judgment, award, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a Party to these Terms or otherwise;

**Pending and/or Confirmation Email** means as defined within the Terms, being the email received by you from us, confirming your booking, and attaching and forming part of these Terms;

**Consequential Loss** means any Claims (whether direct, indirect, incidental, special, consequential and/or incidental) suffered by you or made against you, arising out of or in connection with these Terms (including, but not limited to, for loss of profits, revenue, production, opportunity, benefit, goodwill, reputation), even if we were expressly advised of the likelihood of such loss or damage;

**Fee** means the fee set by us for the Stay, as set out in the Site and/or the Confirmation Email, and as adjusted in accordance with these Terms;

**GST** has the meaning it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**Laws** means any relevant law, legislation, ordinance, regulation, by-law, subordinate legislation, standard and code, and any approval, licence or consent issued by a government department or statutory authority in any relevant jurisdiction, and including any renewal of, or variation to, any of them;

**Site** means our website beachretreatscentralcoast.com.au or beachretreats.com.au as varied or replaced from time to time;

**Stay** means any Stay we have agreed to provide to you (as further particularised in the Confirmation Email); and

**Terms** mean these Booking Terms and Conditions, together with any Confirmation Email as contemplated by these Terms, as amended in accordance with its terms.

**For any questions or notice, please contact us at:**

ECSS (Enterprises) Pty Ltd ATF Sheppard/McCall Family Trust T/A Beach Retreats Central Coast (ABN: 25 568 749 813)

PO Box 4006, Wagstaffe NSW 2257

Bookings@beachretreatscentralcoast.com.au

0418 262 454

**Last update:** 2 August 2021

# Attachment 1 – House Rules

[***Note to Anna: the below is a draft based on the information you have provided us. Will these apply to every property? Please review and include any other necessary / relevant information.****]*

**General**

Guests and visitors must comply with the Booking Terms and Conditions, all house rules and the Shortn Term Rental Code of Conduct.

Guests must notify Beach Retreats Central Coast of any problems with property and disputes or complaints from neighbours as soon as possible.

**Noise and Residential Amenity**

Guests & visitors must not create noise that is offensive to occupiers of neighbouring properties especially between 9pm – 8am. Offensive noise is prohibited and may result in termination of permission to occupy the property, eviction, loss of rental paid and security bond under the terms and conditions of booking. Please minimise noise at all times especially when on the balcony.

**Parking**

A car may be parked in the designated car parking spot only. Please take care not to block neighbouring driveways.

**Garbage and Recycling**

Guests and visitors must dispose of garbage and recycling in the allocated bins. Excess rubbish must not be left at the property or a charge will incur. Bin collection is Sunday evening please ensure bins are left on the kerb ready for collection.

**Security/Outdoor Furniture**

Whenever you are absent from the property, close all windows and doors to maintain security and prevent rain and water damage. If raining or not in use please place the covers over the outside furniture or bring cushions inside.

**Smoking and Pets**

Smoking is not permitted in this property or on the surrounding outdoor living areas. Pets are not permitted except by special arrangement.

**Cleaning, Damages and Breakages**

If there is any damage or faults within the property, please contact our Property Managers where possible. The phone is manned through to 9pm please leave a message or send a text and we will respond to your concerns at our earliest convenience

**Gas Bottles & BBQs**

If you run out of gas for the BBQ please swap it at the General Store or nearby service station, keep your receipt and we will happily reimburse you. Please ensure the BBQ is left clean ready for the next guest to use.

**Emergency Contact**

In the event of an emergency please call 000 for fire, ambulance or police. Please call your property manager in the first instance as quite often we can talk you through any issues. If you are unable to contact the property manager and need urgent assistance, please find contact details below. Note that emergency Trades People are to be contacted in emergencies only (Unnecessary callout will result in bond deductions).

* **Property Manager:**0418 262 454
* **Handyman**: 0407 907 969
* **Surefix Plumbing**: 0433 380 426
* **Callaway Plumbing:** 0404 448 624
* **Terrigal Electrical:** 0401 020 258

Please check for local power outages first via the Ausgrid website.

**Departure Arrangements**

Check-in is available from 3 pm on the day of arrival, and check-out time is 10 am on the day of departure. We will do all possible to accommodate requests for extended times, subject to availability. Keys or codes will be available at the property upon arrival. Please read instructions in the final confirmation email regarding check in arrangements.

Please leave the property securely locked with all appliances and lights off. All furniture and kitchen equipment must be returned to its original position. **Please ensure all dishwashing is completed and packed away and the BBQ is left clean**. Additional charges may apply if the property is not left in a clean and tidy condition. As a general rule the property should look similar to the way you found it with linen still on beds and used towels hanging in the bathroom all rubbish removed.

# Attachment 2 – Code of Conduct

[Insert a copy of the Code of Conduct]