



"The Villa"
Port Douglas, Queensland
Australia

Rental Agreement

This agreement is made on _____ day of _____ 20____

BETWEEN Christine Brinkley

Of: PO Box 417, Port Douglas Qld, 4877 ("we" "us" or "our")

AND _____

Of: _____ ("you" or "your")

- 1) We operate a holiday rental property situated at Unit 6, Thornton at St Crispins, 18-28 St Crispins Ave, Port Douglas Qld 4877 ("Property")
- 2) You wish to rent the Property for the Rental Period for the Total Rent.
- 3) You agree to rent the Property on the following terms and conditions:
 - a) Rental Period: Arrival Date: _____ Departure Date : _____
 - b) Occupants: Adults: _____ Children: _____ (maximum of 6 occupants)
 - c) Total Rent for the Rental Period will be A\$ _____
 - d) The Total Rent will be paid as follows:
 - i) 25% of the Total Rent (A\$ _____) on booking / signing this Agreement.
 - ii) 75% of the Total Rent (A\$ _____) 30 days prior to the Arrival Date.
 - e) The Total Rent may be paid by direct deposit into the following bank account:

Commonwealth Bank
Swift Code: CTBAAU2S (for international transfers)
BSB: 064:835
Account #: 10103500
Account Name: Christine Brinkley

or by the following MasterCard or Visa (we do not accept Amex or Diners Club)

Credit Card Type: _____ No: _____

Name on Card: _____ Exp Date: _____ CVV: _____

How do you wish to pay the Total Rent?

Direct Deposit / Credit Card

4) Security / Incidental Charges Deposit

You are required to lodge a Security / Incidental Charges Bond of A\$1,000, which will be debited to your Credit Card or deposited into our bank account on or before the day of your arrival and credited or returned subject to any charges incurred as outlined in this Agreement.

How do you wish to pay the Bond?

Direct Deposit / Credit Card

- 5) If you incur any Incidental Charges and pay them out of the Security / Incidental Charges Bond (if this was paid by credit card), a Credit Card Fee may apply.
- 6) An Administration Fee will be charged for all Incidental Charges you incur. The Administration Fee is 15% of the actual cost.
- 7) A full cleaning service is offered at A\$40 per hour. A clean takes from 2 - 5 hours depending on requirements.

Do you wish to use this cleaning service during or at the end of your stay? **YES / NO**
(If yes, we will arrange to suit your requirements).

- 8) A shopping service is offered at A\$60 to provide initial supplies for your arrival. You will also be charged the total cost of the supplies.

Do you wish to use this shopping service? **YES / NO**
(If yes, we will organise your shopping requirements before arrival).

Please sign below to indicate your acceptance of the above and the attached Additional Terms and Conditions.

Name: (Please Print) _____

Signed: _____

To confirm a booking, please send the completed Rental Agreement to:

Christine Brinkley

Fax: Intl+ 61 (0)7 4098 2532 (don't dial the zero if calling from overseas)
or
Email: christine@thevillaportdouglas.com

YOU UNDERSTAND AND AGREE TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

- 9) The Property is located in a small, quiet, gated community with private and common grounds ("Complex") primarily occupied by owners. A copy of the body corporate by-laws is displayed in the Property. All body corporate by-laws are to be observed at all times. In particular:
 - a) The number of occupants staying at the Property is not to exceed six (6).
 - b) For the enjoyment and comfort of all residents and guests, the body corporate by-laws strongly discourage unreasonable or continual noise at any time.
 - c) Pets are prohibited in the Property and common grounds.
 - d) The riding of bikes, scooters, skateboards, roller skates and other mobile devices is not permitted in the Property and common grounds.
 - e) Vehicles are to be parked only in the Property's lock-up garage or the allocated parking space that is shown on the plan attached to the body corporate by-laws.
 - f) Climbing or playing on the swimming pool waterfalls is strictly prohibited.
 - g) Interference with or climbing on vehicle entry gates is strictly prohibited.
 - h) Additional specific rules for use of the swimming pools, tennis court and BBQ pavilion may be displayed at each of these facilities.
- 10) You are responsible for all occupants and others you invite onto the Property during the Rental Period and for any damage they cause.
- 11) Check in time is 4.00 p.m. on the Arrival Date. Check out time is 10.00 a.m. on the Departure Date. With prior arrangement, we will vary these times to suite your travel requirements if reasonably possible.
- 12) The Property will be cleaned prior to the start of the Rental Period. It is your responsibility to leave the Property in a reasonable state on your departure otherwise cleaning charges may apply. If you elect to utilise the optional cleaning service it will be performed at a mutually convenient time and interval and / or at the completion of the Rental Period at your cost.
- 13) Smoking is not permitted inside the Property, on the balconies or near open doors or windows. Extra cleaning charges may be incurred if this policy is not strictly adhered to.
- 14) State and local laws govern the use of swimming pools and spas. The pool gates should be closed at all times and the gate house door should be locked at all times when the spa is not in use. Children should be properly supervised at all times when using the pools or spa. Playing on or around the waterfalls is not permitted at any time. Glass containers should not be taken into the pool or spa areas at any time.
- 15) The Property is fully furnished with quality furniture and fittings, including the supply of linen, bath and pool towels. Reasonable care should be exercised. Bath towels are not to be used at the swimming pools or beach.
- 16) The Property is in a secure gated community and is equipped with a monitored security alarm. However we take no responsibility for your personal property. The Property should be locked and the security alarm activated when you are out.
- 17) Local telephone calls and internet usage up to 100mb per week are free. Long distance and international calls and excess internet usage charges will be charged to you.
- 18) Austar Starter Pack and Sports options are installed. Available Austar options can be viewed at www.austar.com.au/experience/options.asp If you utilise other Austar options and / or pay-per-view services the charges will be charged to you.

- 19) Replacement of missing, broken or damaged equipment, furnishings or fittings including but not limited to DVDs, CDs, games, books, towels, remote controls and keys, not caused by normal wear and tear; and / or extra cleaning costs or excess rubbish removal costs; will be charged to you. Please note it is not intended to charge for the reasonable replacement of accidental breakages of crockery or glassware provided we are made aware of such breakages on or before departure.
- 20) If you materially breach this Agreement we may:
 - a) terminate the Agreement immediately;
 - b) evict you from the Property immediately;
 - c) retain the Total Rental and the Security / Incidental Charges Bonds;
 - d) charge you the full amount of any costs incurred by us for the repair of any damage or replacement of any missing article;
 - e) charge you for any lost income caused as a result of any damage while repairs are taking place;
 - f) charge you the Administration Fee on any charges and costs incurred; and / or
 - g) take any other action, including but not limited to filing a police report or Court action, we have available under law.
- 21) We offer a Money Back Guarantee. The details of this guarantee, including the applicable conditions, are available on our web site. You may exercise the Money Back Guarantee at any time after your scheduled arrival and before your scheduled departure if the applicable conditions are met. If required we will refund the unused portion of your Total Rent in accordance with this Agreement and the Money Back Guarantee within 7 days of your departure. All other terms of this Agreement will remain in force.
- 22) If you cancel this Agreement at any time and we can re-book the Rental Period in part or in full, we will refund the value of the new booking for the overlapping period less the Administration Fee. We will not refund any fees paid or due if cancellation leaves the Property vacant during the Rental Period. It is highly recommended you take out suitable insurance to cover this possibility. Cancellations must be made in writing.
- 23) We reserve the right to cancel or terminate the Agreement if circumstances dictate we do so. We will explain such circumstances to you immediately if this becomes necessary. If we cancel or terminate the Agreement at any time, other than for a material breach of this Agreement, we will refund all monies paid by you to us.
- 24) Due to the sometimes long period between confirming a booking and the start of the Rental Period, we reserve the right to change the terms and conditions of this Agreement prior to the Rental Period (other than the Total Rent) if circumstances dictate we do so. We will explain such circumstances to you immediately if this becomes necessary. If we change the terms and conditions of this Agreement at any time and you wish to cancel your booking as a result of such change, we will refund all monies paid by you to us.
- 25) This Agreement will be governed by and construed according to the laws of the State of Queensland, Australia.