

## Guest Booking Agreement

AGENT DETAILS ("AGENT"):	Ready Set Host, A.B.N. 37 564 436 697, 8A Florence St, Ormond, VIC 3204. Tel: 1300 558 569
TENANT DETAILS ("TENANT"):	<b>{Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.}</b>
ADDRESS OF PROPERTY ("ACCOMMODATION"):	<b>{Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.}</b>
ADDITIONAL CHARGES ("CHARGE"):	Any fee, product or service requested by the Tenant or as advised to the Tenant by The Agent under this agreement, verbally or in writing, and can be amended without notice.
DATE OF AGREEMENT:	<b>{The date of the Booking being made - Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.}</b>
START DATE OF STAY:	<b>Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.</b>
END DATE OF STAY:	<b>Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.</b>

**THIS AGENCY AGREEMENT** is made between Ready Set Host ("The Agent") and the Tenant as described above ("The Tenant") whereby it is agreed as follows:

### 1 DEFINITIONS

The terms **Accommodation, Tenant, Start Date Of Stay, End Date of Stay** and **Charge** are defined above.

**"Claim"** means any action, claim, suit, demand, loss, damage, liability, cost, expense, tax, outgoing or payment of whatever nature.

**"Owner"** means the entity that legally owns the Accommodation.

**"Tenant"** means the entity or person that is staying at the Accommodation.

**"Guests"** means the any person (child or adult) staying at the Accommodation, including The Tenant.

**"Rental Fee"** means the amount charged to the Tenant for the stay.

### 2 TERM OF AGREEMENT

The Agent and the Tenant enter into this Agreement on the date stated above for from **{Start Date of Stay - Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.}** until **{End Date of Stay - Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.}**, or until the Tenant vacates the Accommodation.

### **3 YOUR OBLIGATIONS**

- 3.1** The person who has signed as the Tenant must stay at the Property. The Tenant will be held responsible for the conduct of all guests and for the condition of the Property, its contents and surroundings.
- 3.2** You are granted limited permission to occupy the Accommodation for short term purposes only. This is not a residential tenancy agreement under the residential tenancy legislation.
- 3.3** Your occupancy is granted for the period stated in your booking invoice (only) and in consideration of the total rental stated in your booking invoice.
- 3.4** The number of persons staying at the Accommodation must not at any time exceed the **{Booked quantity of Guests - Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.}** unless the Agent has provided this in writing. You must not allow persons other than Guests at the Accommodation unless we have agreed with you otherwise in writing. In the case that the maximum number of persons is exceeded, your occupancy may be immediately terminated and/or additional rental fees charged and deducted from your security bond.
- 3.5** The Tenant, will be responsible for all damages, breakages and losses occurring to the Accommodation during the term of your occupancy. Any associated costs, expenses or damages arising to The Agent or The Owner as a result of any such damage, breakage or loss will be charged to you.
- 3.6** All Guests must comply with the House Rules (supplied at the Accommodation or digitally), respect the residential amenity and security of the Accommodation and neighbours, and refrain from anti-social behaviour.
- 3.7** You must comply with any reasonable instructions given by The Agent, The Owner, The Building Property Manager or the Accommodations security services during the course of your stay.
- 3.8** You must notify The Agent in writing and by phone of any disputes or complaints as soon as is practicable.
- 3.9** Failure to comply with this agreement (including the House Rules) may result in termination of your permission to occupy the Accommodation and eviction.

### **4 BOOKINGS**

- 4.1** Keys will not be issued for commencement of occupation unless you have signed this agreement.
- 4.2** Your booking is confirmed in good faith at the time of acceptance, however your booking can be cancelled without notice if this agreement is not signed. Should the Owner do anything which results in the Accommodation being no longer available or suitable for the booking (such as selling the Accommodation, taking it off the rental market or changing the nature of the Accommodation), then The Agent and The Owner reserve the rights to cancel the booking without notice. In

this case, we will endeavour to make alternative arrangements that are suitable to you.

## **5 PAYMENTS**

**5.1** The Agent accepts credit cards and debit cards (Visa, Mastercard or American Express, if available) and Electronic Funds Transfer (allow 3 days) to the following account:

Name: Ready Set Host

Bank: Westpac

BSB: 033-040

Account No: 457890

Reference: Your booking code provided to you by a system or by The Agent.

**5.2** For payments made by credit card and debit card, The Tenant will incur an additional merchant/credit card processing fee of 4% of the payment amount for Visa and Mastercard, and 5% for American Express if available.

## **6 ARRIVALS AND DEPARTURES**

**6.1** Your occupancy period will commence at 4pm on your Start Date of Stay and end at 10am on the End Date of Stay. You will be required to schedule a check-in and check-out time with The Agent to collect and return keys.

**6.2** Our hours are 8am to 8pm for arrivals and departures. If you require times outside of these hours, you will need to arrange this with The Agent and will be subject to a Charge.

**6.3** An acceptable form of photographic identification will need to be produced when collecting keys.

**6.4** Your occupancy period will end at 10 am on your End Date of Stay. You must vacate the Property by 10am sharp unless we have agreed with you otherwise in writing.

**6.5** We may be flexible with arrivals and departures, must it must be confirmed by us in writing. A Charge may apply.

**6.6** Lost Keys will be subject to a Charge. This will be notified to you which will include a cost for the key and the cost for The Agent service fee.

**6.7** In the event there is damage, unsatisfactory cleaning or rubbish at the Accommodation upon your arrival, please report this to The Agent immediately. We will endeavour to rectify it as appropriate.

## **7 CLEANING**

**7.1** The Accommodation will be cleaned prior to commencement of your rental and we ask that you leave the Property in the same condition, (clean, neat and tidy). Please remove any food from the fridge and pantry and take all excess rubbish and recycling with you.

## **8 RUBBISH**

**8.1** All rubbish must be placed in the bins provided (but bins must not be overflowing). If your Accommodation provides a rubbish shoot or bin room, please use these. Rubbish must not be left in public or common areas and will not be collected from the roadside if not inside the bin.

- 8.2** Bins must be put out the night before the local collection, except if your Accommodation provides commercial bins. Refer to the House Guide for when this is.
- 8.3** Please remove any excess garbage and recycling from the Property upon departure.
- 8.4** Bins left overflowing and any excess garbage or recycling left behind will incur a removal charge of \$90.00+GST per hour, which will be a Charge to you.

## **9 LINEN**

- 9.1** Quilts and pillows will be supplied with the Accommodation.
- 9.2** You will be required to supply your own sheets, pillowcases and towels unless arranged by The Agent or provided with your booking. The Agent can arrange for the hire of quality linen and towels.
- 9.3** Any missing pillows, quilts, linen and towels will be subject to a Charge for replacement and The Agent service fees.

## **10 OTHER**

- 10.1** The Agent and the Owner take no responsibility for your personal belongings. Any belonging left by the Tenant will be notified to them. The belonging will be kept for up to 7 days and will then be disposed of. Belonging left behind if requested by the Tenant can be held longer than 7 days or mailed and will be subject to a Charge by The Agent.
- 10.2** You will be required to supply your own sheets, pillowcases and towels unless arranged by The Agent or provided with your booking. The Agent can arrange for the hire of quality linen and towels.
- 10.3** The Agent and the Owner have endeavoured in good faith to accurately describe the Accommodation to you. We do not take any responsibility for incorrect descriptions or omissions and The Agent and the Owner will not be held liable should the Accommodation not match your expectations.
- 10.4** The Property will be inspected by The Owner, The Agent or a contractor employed by The Agent upon The Tenant's departure. Any decision made by The Agent as to the state of the Accommodation and any damage will be final.

## **11 AGENT'S AUTHORITY**

The Agent is hereby granted full authority to charge the Tenant from their supplied credit card or bond without notice in accordance with this Agreement and for any Charge. The Agent has the right to enter the Accommodation at any time while under occupancy by the Tenant.

## **12 LIMITATION OF LIABILITY**

The Agent and all employees or independent contractors hired by the Agent, disclaim all liability, to the maximum extent permitted by law, for all Claims, including any liability related to injury to persons or damage to property or to Accommodation under Agent's supervision, except in instances of gross negligence or wilful misconduct by the Agent.

## **13 IDEMNITY**

The Tenant agrees to release, defend, indemnify, and hold the Agent and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any Claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with this Agreement.

#### **14 GST**

Any amount payable by the Tenant under this Agreement in respect of a supply by the Agent which is a taxable supply under the GST legislation represents the GST exclusive value of the supply and the Tenant as a recipient of the supply must upon receipt of a Tax Invoice from the Agent in addition pay to the Agent the GST payable in respect of the supply.

#### **15 OWNER'S ACKNOWLEDGEMENT**

The Owner acknowledges that:

- (a) the Agent is the legal representative for the Owner of the Accommodation and has legal rights to enter into this Agreement;
- (b) having read, understood and agreed to the terms and conditions of this Agreement and received a signed or digital (online or by email) copy of this Agreement from the Agent; and
- (c) agrees that his/her personal information will be collected and may be used as required for the occupancy or for marketing purposes.

#### **16 ASSIGNMENT**

The Tenant may not assign or transfer this Agreement, by operation of law or otherwise, without the Agent's prior written consent. Any attempt by you to assign or transfer this Agreement, without such consent, will be null and of no effect. The Agent may assign or transfer this Agreement, at its sole discretion, without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

#### **17 SIGNATORY AUTHORISATION**

The person executing this Agreement acknowledges and agrees that they are entitled to enter this Agreement on behalf of the Tenant.

#### **18 ENTIRE AGREEMENT**

This Agreement (including the House Rules supplied at the Accommodation or digitally - online or by email) represents the entire agreement between the parties and supersedes all other agreements, arrangements and representations made between the parties relating to the same subject matter.

#### **19 SEVERANCE**

If any part of this Agreement is invalid, illegal, unlawful or otherwise incapable of enforcement:

- (a) that part will be deemed severed from this Agreement and of no force;
- (b) all remaining parts of this Agreement will remain in full force; and
- (c) no part of this Agreement will be construed to be dependent upon any other clause or part of a clause unless expressly stated to be.

## **20 GOVERNING LAW**

This Agreement is governed by the law in force in the State of Victoria. Each party submits to the non-exclusive jurisdiction of the courts of the State of Victoria.

## **21 COUNTERPARTS**

This Agreement can be executed by counterparts.

## **22 ADDITIONAL DETAILS**

SIGNED for and on behalf of the Agent,      Date: { **The Date of Booking being made - Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.**}

**Ready Set Host**

Signature: Michael David Aubor - Director

SIGNED for and on behalf of the Tenant,      Date: { **The Date of Booking being made - Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.**}

{**Guest Name - Provided in the Booking Confirmation sent to the Tenant by the Agent or a third-party listing provider.**}}

Signature: {**Digitally accepted by on The Date of Booking being made.**}

**Tenant - Credit Card**

Name on card: {**Guest Name - Provided in the Booking.**}

**Card No: {Credit Card Number - Provided in the Booking.}**

**CCV / Code: {Credit Card CCV Code - Provided in the Booking.}**

**Expiry Date: {Credit Card Expiry Date - Provided in the Booking.}**

## **The House Rules**

### **1 GENERAL REQUIREMENTS**

- 1.1** Guests must comply with the Guest Booking Agreement including these House Rules and any other reasonable instructions from the Ready Set Host.
- 1.2** You must notify the Ready Set Host of any disputes or complaints from neighbours as soon as is practicable.
- 1.3** Please advise us if any changes are required to televisions, Ready Set Host will endeavour to arrange for these with the Property owner. Please do not make any changes yourself as this may damage the equipment (which may incur a cost to you).

### **2 NOISE AND RESIDENTIAL AMENITY**

- 2.1** Guests must not create noise which is offensive to occupiers of neighbouring properties especially between 10pm and 8am and during arrival and departure at any time throughout the occupancy.
- 2.2** Offensive noise is prohibited and may result in termination of permission to occupy the Property, eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from your security bond.
- 2.3** Guests must not engage in anti-social behaviour and must minimise their impact upon the residential amenity of neighbours and local community.

### **3 VISITORS, GATHERINGS OR FUNCTIONS**

- 3.1** The Property must not be used for the hosting of any parties, celebrations gatherings or functions of any sort.

### **4 PARKING**

- 4.1** Guests must comply with parking regulations and show consideration to neighbours and other vehicles.
- 4.2** Specific parking arrangements for the Property (if any) must be complied with.
- 4.3** No tents, boats or caravans are allowed on or around the Property.

### **5 GARBAGE AND RECYCLING**

- 5.1** All rubbish must be placed in the bins provided (but bins must not be overflowing). If your Accommodation provides a rubbish shoot or bin room, please use these. Rubbish must not be left in public or common areas and will not be collected from the roadside if not inside the bin.
- 5.2** Bins must be put out the night before the local collection, except if your Accommodation provides commercial bins. Refer to the House Guide for when this is.
- 5.3** Please remove any excess garbage and recycling from the Property upon departure.
- 5.4** Bins left overflowing and any excess garbage or recycling left behind will incur a removal charge of \$90.00+GST per hour, which will be a Charge to you.

### **6 SECURITY**

- 6.1** Whenever you are absent from the property, please close all windows and doors to maintain security and prevent rain and water damage.



6.2 Please lock all doors upon departure.

## **7 BUILDING FACILITIES / COMMON AREAS**

7.1 Please meet with the building manager to have an induction performed for permission to use the building facilities, if applicable.

7.2 Please ensure that you clean up any rubbish if using any building facilities.

7.3 You must clean up the BBQ facilities (if applicable) if you use them. A cost will be charged to you if left unclean.

## **8 SMOKING**

8.1 Smoking is NOT permitted inside the Property or when building facility areas (if applicable). If there is evidence of smoking inside the Property or in the building facility areas, you will be charged to fumigate and clean the Property.

## **9 PETS**

9.1 Pets are NOT allowed at the Property unless Ready Set Host has agreed with you otherwise in writing.

## **10 DAMAGES AND BREAKAGES**

10.1 You are provided with an after-hours number prior to your arrival.

10.2 You must report to us immediately upon your arrival (or as soon as you become aware of, but not upon departure) any of the following:

10.1.1 any damage or breakages to the Property its fixtures, fittings or contents;  
and

10.1.2 any other unsatisfactory matter or incident at the Property;  
on 1300 558 569.

## **11 DEPARTURE**

11.1 Please leave the Property clean and tidy, including wiping out the fridge and freezer, emptying the dishwasher and cleaning the oven and microwave to avoid excess cleaning being deducted from your security bond or being charged to your credit card.

11.2 Keys must be returned during your departure. This will be arranged with you. Late departure or non-return of keys will incur a charge. Should keys be lost and locks required to be changed, costs will be charged to you.

## **12 EMERGENCY CONTACT**

12.1 In the event of an emergency, please contact Ready Set Host on 1300 558 569.

## **13 COMPLIANCE**

13.1 A breach of these House Rules is a breach of the terms and conditions of occupancy.

13.2 Ready Set Host, and the Owner, reserve the right to terminate permission to occupy and to evict you and all Guests and anyone else refusing to follow these House Rules or causing a nuisance, without notice. Eviction will forfeit the Rental Fee and Bond.