

# Cowan Waters

COTTAGE POINT, NSW

## Terms & Conditions

Please carefully read the Terms and Conditions that apply between Cowan Waters and You (the Guest) for the booking of our property for the purposes of short-term holiday accommodation.

To maintain a good standard for our guests we require certain conditions to be complied with. We appreciate most will respect our Property but the occasional abuse requires that we state the following conditions:

### 1. Booking and Payment

- The property is let to You for the period stated in your booking confirmation. Extensions are subject to availability and approval.
- You shall not sublet or assign the property or any part of it.
- A holding deposit being 50% of the total tariff is required to secure your booking. Payment of the deposit constitutes your acceptance of these Terms and Conditions.
- Balance of the rental amount must be received in full 7 days prior to occupancy. If not, we reserve the right to cancel the booking and will attempt to re-let the property.
- We will make every effort to ensure the property is available as booked.

### 2. Amendment, Cancellation & Refund Policy

- Any amendment or cancellation of a booking within 30 days of your arrival will incur a minimum \$100 administration fee.
- Amendment to the dates of stay is considered a cancellation and a new booking will be issued.
- If a booking is cancelled less than 30 days prior to the Arrival Date no refund will be available unless the property is re-let under the same terms.
- If a booking is cancelled more than 30 days prior to the Arrival Date, 10% of the total tariff is retained.

### 3. Number of persons accommodated

- The maximum number of persons that may be accommodated at the property is specified in your booking confirmation. Excess persons will be required to vacate the property or a pro rata charge may apply if appropriate bedding is available at the Property.

### 4. Furniture and effects at the Property

- You may not remove any of the furniture or effects from the property and will be liable for any furniture or effects damaged or missing from the property. Furniture must be returned to its original position.

### 5. Use of the Property and General Conduct

- You must not use the premises for an illegal purpose;
- You must not interfere with the reasonable peace, comfort or privacy of our neighbours;

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- You must not allow another person on the premises to interfere with the reasonable peace, comfort or privacy of our neighbours;
- You must not smoke within the property else a de-odorising fee will apply.
- You shall immediately report any repairs required or damage to Us.
- You must comply with the By-Laws that apply to the property and shall not be guilty of conduct which is a nuisance or annoyance to adjoining or neighbouring occupiers (eg. loud music).
- Parties and Functions are strictly prohibited. The tariff charged is for domestic use only and not commercial.

Accordingly this rate does not allow for the extra wear associated with functions in terms of cleaning, garbage removal, wear and tear, repairs etc. Use contrary to this will result in additional fees up to \$1,000 applying and/or termination of your rental.

## **6. Pets**

- Animals are not permitted at the Property, with the exception of those that aid the visually impaired.

## **7. Liability**

- You agree to indemnify Us from any claim of loss of personal effects or financial damage direct or indirect whatsoever incurred by the You in booking or residing at the property.
- If You are intending to stay at the Property You must rely entirely in your own enquiries and satisfy yourself as to the accuracy of the material on Our site.
- We will endeavour to describe the property and its position to the best of our ability and in good faith. No liability or damages will be accepted by Us for mis-description.
- We will not accept any claim, by You in relying on any material contained in, or omitted from our site, whether due to our negligence, or the negligence or even dishonesty of You.

## **8. Right to inspect the Property and re-enter the Property**

- We reserve the right to inspect the property during the booking period subject to a reasonable prior notice being given unless We have reasonable grounds to believe that the property is being damaged or at risk of if You have breached any term of this agreement.
- We shall have a right of entry to the property at all reasonable times to carry out any necessary repairs or maintenance but (except in a emergency) endeavour to make a prior arrangement with You.

## **9. Departure**

- The property must be vacated by the stated check-out time. Failure to depart will authorise Us to levy additional charges for rental and costs incurred.
- On departure You must securely lock doors and windows, and switch off lighting, appliances and water to conserve resources and avoid damage.
- The property should be left in a similar state to its condition on arrival.

## **10. Cancellation or alterations by Us**

- We will make every effort to ensure the property is available as booked. However, we reserve the right to make alterations to bookings due to unforeseen circumstances. In the unlikely instance that the property is withdrawn You will receive a full refund of the monies received.

## **11. Right of refusal and application of other Special Conditions**

- We may refuse at our discretion to accept any Guest(s). Furthermore, We may require that other Special Conditions be agreed to on arrival of the Guest(s).

## **12. Privacy**

- We will not share your personal information with any third party, unless it is required to complete your booking, provide services to you, or settle your account.

## **13. Access To Our Site**

- We do not promise that your access to our site will be secure or uninterrupted. We will not be liable for any claim from you relying on the security or uninterrupted supply of material on or access to our site.

## **14. Links**

- The links on our sites to other sites operated by other parties are not under our control. Following a link to other sites is done at your own risk. Any advertising appearing on those sites is not an endorsement by us.

## **15. Copyright**

- Copyright is claimed by us to the extent we are able to claim for all material on our sites. Other than using it for your own personal use, that material may not otherwise be used or copied without our prior written approval or the prior written approval of the person or corporation who owns it, a copy which approval you will provide to us if we request it.

## **16. Breach of Our Terms and Conditions**

- Cowan Waters reserves the authority to deduct monies from the credit card provided to cover any additional costs incurred but not limited to, damage, breakage, excess cleaning, missing items, excess utilities caused by You, or to invoice You by email, fax or post for immediate payment.
- As outlined in Section 5, parties and functions are not permitted on the premises and that noise levels are to be kept to a respectful level at night (especially outside). Any parties held without the owners written consent or noise complaints raised by neighbours whilst You are staying will result in a fine of up to \$1000.
- We reserve the right to pass onto or directly charge You for any fines/penalties issued by authorities, incurred by your actions whilst staying at the Property.
- Failure to adhere to terms outlined in the Terms and Conditions and your welcoming letter outlining the house rules will result in termination of your rental and/or penalties being charged.

## 17. General Law

- The laws of the state of New South Wales, Australia, govern these terms and conditions. You as a renter, regardless of where you are located, agree to submit to the jurisdiction of the courts of New South Wales.

### Definitions

Material: means text, graphics, photos, other media and or any information on our sites -  
[www.cowanwaters.com.au](http://www.cowanwaters.com.au),

[www.cottagepoint.com.au](http://www.cottagepoint.com.au)

Us, we, our: means Cowan Waters, a division of Barbara White, its directors, employees and representatives

Claim: means a demand for payment, or rectification, or publication whether by litigation or otherwise and includes the loss or damage claimed and legal costs incurred

Promise: means a guarantee, warranty or representation

Property: means the premises available for holiday rental also referred to as 'Cowan Waters'

Negligence: wherever used includes our negligence as well as the deliberate or negligent acts of others

Sites: means all websites, Internet access portals, URL's capable of being accessed by a browser, including WAP and other formats operated and maintained by us

Renter(s)/Guest(s): means person(s) seeking to enquire about or stay at our Property referred to in material on our site

You: Please refer to Renter(s)/Guest(s) Section above