



## Terms and Conditions

These Terms and Conditions regulate the provision of short-term accommodation between Ricardos Holdings t/as Miss Baker's Boutique Accommodation Bondi (from now as *Miss Baker's Bondi*) and its guests.

### 1. BOOKING AND CANCELLATION – DIRECT BOOKINGS

#### (a) Payment Terms

(i) To book a property directly with Miss Baker's Bondi, we require that you pay an initial deposit of 50% of the full booking tariff. If you have not already organised payment with us, your balance payment will be processed automatically 30 days prior to your arrival. If we are unable to process payment and contact you requesting payment, and you fail to make a payment due to us in full and on time we may treat your booking as cancelled by you.

(ii) If your booking is for a period longer than 42 days, your booking may be split into two or more instalment payments, with 50% of the first instalment due as deposit and the balance of the first instalment due 30 days prior to your specified arrival date. You authorise us to automatically process each subsequent instalment as and when it is due.

(iii) If you make a booking within 30 days from your specified arrival date, you must pay the full amount (or full first instalment payment for bookings over 42 days) at the time of booking.

(iv) Once the initial deposit or full payment has been received, you will receive an email confirming your booking. The contract between us will only be formed when you receive the payment confirmation email and is subject to these booking conditions.

(v) You should carefully check the details of your booking before making any payment, as well as the confirmation email after payment, and inform us immediately of any errors or omissions.

(vi) Two days prior to your arrival, Miss Baker's Bondi will pre-authorise a security deposit payment of \$500 on the credit card details with which we have been provided. The security bond may be used for any repair and/or replacement of the property, furnishings, fixtures and fittings, any excess cleaning that may be necessary after your stay or payment of penalties for overstaying or breach of house rules. The pre-authorisation will be released within 7 days following your departure, less any deductions in accordance with the conditions listed above. Furthermore, Miss Baker's Bondi will be entitled to make further

deductions from this credit or debit card over and above the \$500 pre-authorisation should such charges be required.

(b) Cancellation and Amendments – if caused by You

(i) If you need to cancel or amend your booking, please notify us as soon as possible. A cancellation or amendment will not take effect until we receive confirmation in writing or via email from you.

(ii) If you cancel your booking between 0 and 7 days prior to your arrival, the cancellation cost will be 100% of the booking. As you will have already paid the balance payment, no payments will be refunded. We always recommend you take out travel insurance to cover any unforeseen last-minute cancellations.

(c) Cancellations and Amendments – if caused by Us

(i) Miss Baker's Bondi will make every effort to ensure the property is available as booked. However, Miss Baker's Bondi reserve the right to make alterations to bookings due to unforeseen circumstances (eg fire, flood, apartment damage, etc). We would not expect to have to make any changes to your booking, but sometimes problems occur and we may have to make alterations or, very occasionally, cancel bookings.

(ii) If this does happen, we will contact you as soon as is reasonably practical and inform you of the cancellation or the change to your booking. If we cancel your booking, we will refund you any fees you have already paid to us. However, we will not be liable to refund you for any fees you may have paid to any third party in connection with your holiday (including, without limitation, fees for travel, entertainment, activities or insurance).

## **2. BOOKINGS THROUGH ONLINE TRAVEL AGENCIES (OTAs)**

(a) Where payments are processed by Miss Baker's Bondi, payment policies will reflect those outlined in clause (a) above

(b) Where payments are processed by Miss Baker's Bondi, cancellation policies will be as stated within the OTA

(c) Where payments are made by the guest directly to the OTA, payment and cancellation policies will be as stated within the OTA

## **3. FEES AND CHARGES**

(a) You agree to pay the accommodation fees as set out in the booking summary without deduction. You also agree to discharge the cost of any damage to the property or contents, and to pay any fees in relation to overstaying or breach of house rules.

(b) By accepting these terms you agree to pay the accommodation fees in full and you authorise Miss Baker's Bondi to collect the full amount referred to in the booking summary immediately, unless your booking falls under the conditions set out in section 2 where

payments are not processed by Miss Baker's Bondi). If you fail to turn up to a booking or check-in then you will be responsible for the entire accommodation fees for the booking (and you hereby authorise Miss Baker's Bondi to deduct such sums from the credit or debit card details which you supplied when making the booking).

(c) All transactions are processed in Australian Dollars.

(d) All fees and charges will be collected by Miss Baker's Bondi (aside from the scenarios set out in section 2).

(e) Miss Baker's Bondi does not charge GST.

#### **4. CHECK-OUT**

Your check-out time is as stated in the booking summary. Unless you have agreed to a late check-out with Miss Baker's Bondi or a further period of occupation then you will be liable for an additional full day's accommodation fee per day (or part thereof) for any unauthorised overstay. If we have a booking due to arrive on the day of your scheduled departure, our cleaners arrive after your check-out time and you have not checked out and we are unable to contact you, then we reserve the right to enter the apartment, remove your belongings, change the locks and take such further action as may be necessary (and we will charge you for the costs of any such action). If our cleaners arrive after your check-out time and you refuse to leave, we will dispatch security staff to evict you and you will be liable for the costs.

#### **5. SAFETY AND CONDUCT**

(a) You have primary responsibility for your own safety during your stay with Miss Baker's Bondi. You must read any fire or health & safety guidance included in the Guest App for your apartment.

(b) If you become aware of anything during your stay which you believe is a health & safety risk you must inform Miss Baker's Bondi immediately.

(c) You must comply with the House Rules and you must also comply with any building regulations and any reasonable directions of Miss Baker's Bondi.

(d) If you allow more than the agreed number of people to occupy or stay in the apartment you will be liable to pay a supplement of up to \$500 per night in respect of each unauthorised guest and the rental may be terminated immediately.

(e) In addition to complying with the House Rules and all reasonable directions you also agree that you will:

(i) keep the apartment clean, tidy and clear of rubbish. Upon departure, you must remove and bag any rubbish and LEAVE ON THE BALCONY, put any dirty kitchenware in the dishwasher and turn the dishwasher on and leave the apartment generally tidy. Please do not wash and towels or linen, as our cleaners will remove these items from the apartment when they clean;

(ii) not keep or take any pets or animals in/to the apartment (unless otherwise agreed in writing);

(iv) not obstruct or leave any objects or waste in any common property if the apartment is part of a building or complex with common property;

(v) not leave any obstruction or waste outside of the Accommodation;

(vi) not do or permit to be done in or to the apartment anything which is or which may be or become a nuisance or cause damage, annoyance, inconvenience or disturbance to Miss Baker's Bondi or any of its guests, or to tenants or occupiers of the building or any owner or occupier of neighbouring property, including (but not limited to) playing loud music or musical instruments, dancing, entertaining in the apartment or moving furniture;

(vii) not conduct any illegal or immoral activity in the apartment;

(viii) not conduct any business or commercial activity whatsoever from the apartment;

(ix) not make any alteration or addition whatsoever to the apartment or its contents;

(x) not use the apartment for any purpose other than for personal accommodation;

(xi) not have any gathering of 6 or more people in the apartment without prior written consent from Miss Baker's Bondi.

(g) Parties are strictly prohibited in all Miss Baker's Bondi. If you breach this condition, you agree to pay an additional fee of \$1,000 and will be evicted without notice and without refund or credit for any nights unused.

(h) You hereby indemnify Miss Baker's Bondi in respect of any costs, claims, liabilities or expenses suffered or incurred by Miss Baker's Bondi (or their agents) as a result of your breach of any clause in this agreement.

(i) Miss Baker's Bondi reserve the right to access the apartment during your stay, with or without your consent, for any matter deemed of operational necessity to Miss Baker's Bondi management.

## **6. PROPERTY DAMAGE**

(a) You must notify Miss Baker's Bondi of any damage to the apartment, contents, fixtures or fittings which occurs during your stay, even if you regard the damage as fair wear and tear or if you do not believe the damage is your fault.

(b) If you do not notify Miss Baker's Bondi of any such damage you will be fully liable for such damage on a full replacement basis.

(c) Any deductions for property damage will be taken from the credit or debit card details you have supplied for payment of the security bond. For the avoidance of any doubt, you will be liable for the full amount of any damage and not just the amount of the security bond.

(d) If any access cards to the lift and lobby are not returned you will be charged \$100 as per strata cost replacement.

(e) Any condition in which you set off the fire alarm will incur a \$1,000 fee.

## **7. REPAIRS, STATE OF APARTMENT, ETC.**

(a) We will endeavour to ensure that all appliances etc. in the apartment are working properly, there is not damage to the apartment and the apartment is spotlessly clean.

(b) If you notify us of a faulty appliance, or the apartment is not spotlessly clean, or of something wrong with the apartment, we will take all reasonable steps to have the fault corrected as soon as possible. Where you notify us after hours, we will endeavour to have the fault corrected as soon as possible on the recommencement of business hours.

(c) The existence of a faulty appliance or another issue with the apartment will not entitle you to any discount on the booking fee.

(d) We do not control maintenance in the building in which the apartment is located. In the event of a fault in the common area, eg, the lift not working or there being no hot water, we will notify the body corporate of the fault immediately. However, the existence of the fault will not entitle you to any discount on the booking fee. We assure you that all our apartments are in quality buildings and that common area faults are always attended to by the body corporate promptly.

## **8. LIABILITY AND CLAIMS**

To the extent permitted by law:

(a) Miss Baker's Bondi will not be liable to you for any business, financial or economic loss or for any consequential or indirect losses such as lost reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of this agreement, the Accommodation or the rental (whether such loss arises as a result of Miss Baker's Bondi' negligence or otherwise).

(b) Miss Baker's Bondi' liability for all losses (with the exception of personal injury or death arising as a result of negligence) will be limited to the cost of obtaining replacement accommodation for the agreed Licence Period or the amount of the Accommodation Fees and charges payable by you, whichever is the higher amount.

(c) Nothing in this clause limits or excludes the liability of Miss Baker's Bondi for death or personal injury arising as a result of their negligence or the negligence of their agents or employees.

## 9. GENERAL

- (a) You agree that you have the power to enter into this Licence
- (b) You will not be entitled to withhold by way of set-off, deduction or counterclaim any amounts which you owe to Miss Baker's Bondi against any amounts that may be owed to you.
- (c) Miss Baker's Bondi will be entitled to sub-contract or delegate their obligations under this Agreement.
- (d) Miss Baker's Bondi will not be liable to you or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of their obligations, if the delay or failure was due to any cause beyond its reasonable control.
- (e) These terms and the Booking Summary represent the entire agreement between the parties and supersede any previous marketing information, representations or agreements whether recorded in writing or otherwise.
- (f) The parties agree that these terms are fair and reasonable in all the circumstances. However, if any provision of these terms is held not to be valid by a Court of competent jurisdiction but would be valid if part of the wording were deleted, then such provision shall apply with such deletions as may be necessary to make it valid. If any of the provisions in these terms are held not to be valid the remaining provisions of these terms shall remain in full force and effect.
- (g) These conditions are governed by and construed in accordance with the laws of the State in which the Accommodation is located. You agree to submit to the exclusive jurisdiction of the Courts of that State.
- (h) If you breach these terms and conditions and Miss Baker's Bondi decides to take no action or neglects to do so, then Miss Baker's Bondi will still be entitled to take action and enforce their rights and remedies for any other breach.