33 Ballow Street, Amity,
Stradbroke Island, 4183

Terms and Conditions

The following are the terms and conditions of staying at Belles on Ballow. You acknowledge and agree that by proceeding with your booking, you are strictly bound by the following terms and conditions and that you will take all reasonable steps to ensure your Invitees adhere to the following terms and conditions and that a copy is made available to them.

You acknowledge that any breach of the following terms and conditions by you or your Invitees may result in immediate termination of your stay without refund.

1. Definitions

Guest(s) means persons booked and approved to stay at the Property

High Season means on and around school and public holidays and otherwise as determined by the Property Manager

Invitee means a person who is not a Guest that has been allowed and/or invited onto the Property by a Guest

Low Season means all other times not during the Mid Season or High Season

Mid Season means on and around school and public holidays and otherwise as determined by the Property Manager

Property Owner means the owner of the Property

Property Manager means Stradbroke Island Coastal Homes ABN 68 501 176 047

Property means Belles on Ballow situated at 33 Balow Street, Amity Point in the State of Queensland

2. Deposit

2.1. To confirm you want to come and stay at our beautiful Island all online bookings must pay a 50% deposit at time of booking. Your credit card will be charged automatically when you have provided us your card details. If you choose to pay via bank transfer, please contact the office. Payment of this deposit will indicate acceptance of these booking conditions.

2.2. Balance of accommodation must be paid 60 days prior to booking date. If booking accommodation inside 60 days full payment will be required at the time of booking.

3. Credit Cards

3.1. We accept MasterCard and Visa cards. We will charge your credit card after the free cancellation period ends. We kindly ask you to have the funds available on the card you have provided us. Please note that when we process any card through the payment gateway there will be a credit card surcharge, this depends on the card type.

3.2. In the event of any accounts (e.g. telephone accounts, hiring charges, cleaning charges, breakages, damage to the property missing items etc) being unpaid and becoming payable, you authorise us to charge those accounts to you utilizing the credit card provided. All charges are subject to our discretion.

3.3. This authority is valid for sixty (60) days after the last day of your stay.

4. General Policy

4.1. Early Vacations

No refund will be provided for any unused portion of the rent if Guests vacate the Property prior to their scheduled departure date.

4.2. Cancellation by the Property

If advance bookings are cancelled by the Property Owner or Property Manager, a full refund of monies paid will be issued.

4.3. The Property Owner's Actions Beyond Property Manager's Control

(i) The Property Manager is not responsible for actions taken by the Property Owner that are beyond the Property Manager's control.

(ii) The Property Manager reserves the right to cancel any booking as per the Property Owner's instructions.

(iii) In such cases, guests will be notified promptly, and we will do our best to arrange alternative accommodation or revised booking dates. If suitable alternatives cannot be arranged, all deposit monies paid will be refunded in full. No further claims, rights, or demands may be made by either party.

4.4. Bookings Taken in Good Faith

All bookings are made in good faith by the Property Manager. Guests acknowledge that the Property Manager does not own the Property and that the Property Owner may direct the Property Manager to cancel or amend bookings at any time, including up to the day of check-in. Guests acknowledge and agree there is no claims against the Property Owner if the booking is cancelled or amended.

4.5. Unavailability Due to Unforeseen Circumstances

If the Property becomes unavailable for occupancy due to unforeseen events (e.g., fire, storm damage, etc.), management will notify guests immediately and make every effort to arrange suitable alternative accommodation. If no alternative is available, a full refund of monies paid will be issued. Guests have no additional claim for losses or damages other than a refund.

4.6. Weather Conditions

The Property shall not be held liable for any inconvenience, disruption, or damages arising from adverse or unforeseen weather conditions, including but not limited to storms, cyclones, heavy rainfall, flooding, high winds, fires, or other natural weather events that may impact your stay.

Guests acknowledge that certain weather conditions may affect accessibility to the property, the functionality of amenities, or the ability to undertake planned activities. Refunds or compensation will not be provided for cancellations by Guests or interruptions or disruptions to your stay due to weather conditions. Guests acknowledge that weather events are beyond the control of the Property, and assume all risks associated with travel and accommodation during such events.

Guests are encouraged to monitor weather forecasts and take necessary precautions to ensure their safety and the protection of their personal belongings. In the event of extreme weather, the Property may issue specific safety instructions or policies for the duration of the weather event, and Guests are required to comply with these instructions.

4.7. Amendment Fees and Policies

Low Season: Guests may amend their booking dates up to 90 days prior to check-in, subject to availability for the same property. A $100 amendment fee will apply.

Mid or High Season: Amendments to booking dates are not accepted and no refunds will be issued.

4.8. Cancellations

If a Guest cancels a confirmed booking less than 90 days prior to check-in, no refund will be issued unless the rental property (including all cabins and main house) is re-let for the entire period of the intended booking. In such cases, a service fee of 10% of the total Guest's booking amount will be charged.

5. Booking Arrangements

5.1. The person effecting a booking shall be deemed to have accepted the booking conditions on behalf of all persons in the booking.

6. Check-in

6.1. Standard check-in is 2pm however should you require alternative assistance please contact us to coordinate.

6.2. If your expected arrival is outside of our standard office hours, please contact us and we will endeavour to provide contactless lock box key entry upon arrival.

7. Check-out

7.1. Check out time is strictly 10am. As we employ contract cleaners, there is no flexibility that allows for a later check out. A late check out fee will automatically be debited to the credit card of the guest for a late check out and the guest hereby authorises the Property Manager to do so.

7.2. Keys must be returned to the lock box or handed over at the scheduled meeting time or charges will apply.

8. Car Parking

8.1. Please park in the car space indicated by the Property Manager. Do not park on lawn or nature strips. No vehicle is to be driven past Main House towards the pool and waterfront at any time.

9. Cleaning and Linen

9.1. Cleaning and linen are included with your booking.

9.2. Please ensure that the cabin is left clean and tidy when vacating. All crockery and utensils must be washed and placed back in the cupboards. All furniture must be left in the same position as it was upon check in.

9.3. Charges will be made for any additional cleaning or relocating of furniture in the cabin and any missing items from the inventory.

9.4. All rubbish and bottles must be removed from the cabin and the Property's facilities and placed in the rubbish bins provided prior to vacating. Any excess items left in the cabin or the Property's facilities will incur an additional charge. Ensure you have removed all personal effects and turned off lights, air conditioners, and ceiling fans in the Property. The BBQ must be cleaned if it has been used.

10. Damages, Breakages and Losses

10.1. Prior to your arrival, we will be taking a damage deposit. This will be either $500 or $1000 depending on the size of the cabin booked. This is just a bank hold and will be released after 7 days.

10.2. All damages, breakages or losses to the Property, including furniture and furnishings, are to be reported to the Property Manager by the Guest immediately. Should you discover a default or breakage or maintenance/safety issue when you arrive, please advise our office or we will consider those the responsibility of the current Guest and charge accordingly.

10.3. When a Guest registers or an Invitee of a guest enters the Property, they are deemed to have agreed to be bound by these conditions. Guests and invitees are expected to behave in a manner, which is conducive to the safety, comfort and convenience of other Guests within the Property.

10.4. In the event that the Property has been either damaged (whether such damage is wilful or not), the Property Manager, without reference, will enter a debit on the credit card of the guest and the Guest hereby authorises the Property Manager to do so.

11. Functions

11.1. The properties we manage are for residential accommodation only. Sorry you can't have parties, weddings or functions as they are not permitted and penalties apply. Schoolies are strictly not permitted and immediate termination of the stay will apply and no refund will be payable.

12. Keys/ Fobs/ Remotes

12.1. Keys to your cabin will be provided by a contactless lockbox or a pre-arranged meeting place. For security reasons, lost keys will incur a complete re-key of the locks at the Guests' expense.

12.2. An additional charge of $120 will apply for any keys, fobs, or remote controls (television or air conditioning) which are lost or damaged.

13. Lock Out Procedure

13.1. In the event of misplaced or lost keys, please contact the Property Manager on 0418 859 564 to gain access.

13.2. A $150 fee will be charged if the Property Manager is called out between 7pm and 8am due to misplaced or lost keys to gain access to the Property.

14. Loss, Damage or Theft of Guests' property

14.1. The Property takes no responsibility for personal property. Neither the Property Manager or the proprietor of the property shall be liable to any Guests or Invitees for any loss, damage or destruction to property or any personal property brought upon the Property by the said guest or invitee. Without limiting the foregoing, personal property shall include jewellery, money and other personal effects and motor vehicles parked on premises.

14.2. Guests are strongly advised to seek their own travel insurance.

15. House Rules

15.1. <u>Behaviour and Noise</u>

We understand that you are on holiday, however Guests and Invitees must maintain considerate behaviour to ensure the comfort and enjoyment of all. Excessive noise,

unruly behaviour, or disturbance to other guests and/or neighbours may result in eviction without refund.

We note that the local council restrictions on noise apply and are as follows:

Time	Day	Noise limit
7pm to 7am	Monday to Saturday	No clearly audible noise allowed
7pm to 8am	Sundays or public holidays	No clearly audible noise allowed

15.2. Parties/ Group Gatherings

While guests are welcome to bring Invitees, parties and/or large group gatherings are strictly prohibited unless otherwise pre-approved by the Property.

15.3. Smoking/ Vaping

Smoking and/or vaping is prohibited in all indoor areas and only permitted outdoors. A cleaning fee will be charged for violations of this policy.

All cigarette butts should be disposed of in a bin, not in the firepit, gardens, ocean or anywhere else on the Property.

Additional cleaning fees will apply for the improper disposal of cigarette butts or removal of cigarette and/or vape odours from indoor areas.

15.4. Children

Children must be supervised by an adult at all times, especially in areas including the pool, the beachfront, the fire pit and other recreational spaces.

15.5. Facilities

(i) Pool

Guests using the pool assume all risk and acknowledge that there is no lifeguard on duty. Guests agree to the following: -

a) No diving;

b) Children are not to be left unattended and are to be supervised at all times when in or around the pool area;

c) No pets in or around the pool area;

d) No climbing on or jumping off the rock structure(s);

e) Pool cleaning/ maintenance equipment is to be used by staff only. This includes, but is not limited to, pool skimmer rods, nets, brushes, automated pool sweeper, and hoses; and

f) Access to the pool pump house is strictly prohibited.

(ii) Fire Pit

Guests using the Fire Pit agree to: -

a) Bring their own wood;

b) Put out the fire after use;

c) Not leave the Fire Pit burning unattended at any time;

d) Supervise children and animals around the Fire Pit;

e) Not burn or leave foreign material in the Fire Pit. Foreign material includes but is not limited to nappies, plastic bags, containers, bottles, caps, lids, or any other rubbish; and

f) Not use the Fire Pit when windy, when the Council issues a fire danger alert, or when it is otherwise prohibited by law or regulation.

(iii) Cabana Bar

Guests using the Cabana Bar agree to: -

a) Tidy the area after use including replacing furniture and chairs, cleaning the BBQ, table, sink and fridge;

b) Remove and properly dispose of all rubbish into a bag in the Council bins; and

c) Reset all furniture to its original location.

15.6. Pets

Pets are only permitted in the cabins listed as pet friendly and the following rules strictly apply: -

(i) No pets in the pool;

(ii) No excessive barking;

(iii) All waste (fecal or otherwise) is to be picked up and properly disposed of into a bag in the Council bins; and

(iv) When outside, pets must not be left unattended and are to be always leashed and under the control of their owner.

15.7. Palm Trees

Guests are not to pick, knock down or extract coconuts from palm trees by any means. This represents a safety hazard and could result in injury or death.

15.8. Prohibited Items

Guests are not permitted to bring hazardous, illegal, or flammable items onto the Property.

15.9. Compliance

Guests must comply with the Property's terms, policies, and local laws during their stay.

16. Liability and Risk

16.1. Invitees

Guests are permitted to bring Invitees onto the Property but do so at their own risk and Guests indemnifies the Property, the Property Owner, employees, the Property Manager and agents in accordance with the indemnification clause contained herein in clause 17.

Invitees will be required to comply with all terms and conditions contained herein and any breaches of such terms and conditions will be at the risk of the guest and the guest hereby indemnifies the Property in the event of any event causing damage to the property or

personal belongings, theft, injury or death.

16.2. Use of Facilities

Guests may use the Property's facilities, including but not limited to the cabana bar, jetty, pool and fire pit at their own risk and in accordance with the terms and conditions herein. Children must always be supervised by an adult in these areas.

The Property shall not be held liable for injuries, losses, or damages arising from the use of the Property's facilities no matter how caused and Guests Property, the Property Owner, employees, the Property Manager and agents in accordance with the indemnification clause contained herein in clause 17.

16.3. Personal Belongings

Guests are advised to take necessary precautions to safeguard their personal belongings. The Property is not liable for the loss, theft, or damage of personal items, unless explicitly accepted in writing by the Property.

The Property takes no responsibility for personal property. This establishment or proprietor of the Property shall not be liable to any Guests or Invitees for any loss, damage or destruction to the Property or any personal property brought upon the Property by the said guest or invitee. Without limiting the foregoing, personal property shall include jewellery, money and other personal effects and motor vehicles parked on the Property.

16.4. Accidents, Injuries or death

Guests acknowledge that accidents, injuries or death may occur due to, but not limited to, the following: -

(i) Wild animal attacks;

(ii) Falling coconuts from trees or other falling flora items such as branches and palm fronds etc.;

(iii) Drowning; and

(iv) Slips, trips and falls which may result in death or injury such as bruising, scratches/ grazes, cuts, concussions, broken bones, sprains, and/or other internal or external injuries to the body.

The Property is not liable for such incidents unless they arise as a direct result of proven negligence by the Property or its staff and/or agents.

16.5. Rock Wall

Guests are strictly prohibited from climbing on or traversing the rock wall located on the beachfront end of the Property, as it is slippery and poses significant risk of injury or death. The Property disclaims liability for any accidents or injuries resulting from failure to adhere to this warning.

Under no circumstances are any rocks to be removed from the rock wall.

16.6. Security

The Property employs reasonable security measures, including surveillance systems and secure access controls. However, Guests acknowledge that complete security cannot be guaranteed, and the Property disclaims liability for unauthorised third-party actions.

Guests acknowledge and agree to the use of security cameras around the Property

including, but not limited to, surveillance of entrances, exits, roads, footpaths, the waterfront and jetty.

16.7. Guest Responsibilities

Guests are responsible for any damages to the Property's property caused by their actions or negligence. Such damages will be assessed and charged to the Guest's registered credit card or payment method. This includes damages caused by Guests' minors, pets, or Invitees. Guests are also liable for any harm caused to other Guests or staff due to their or their Invitees' actions.

16.8. Insurance

Guests are advised to have personal insurance coverage for travel, health, and accidents. The Property recommends obtaining appropriate insurance coverage to mitigate risks during the stay.

17. Indemnity

17.1. Guests hereby agree to release, indemnify, defend, and hold harmless the Property, including but not limited to its owners, proprietors, employees, agents, and representatives (collectively referred to as "the Protected Parties"), from and against any and all claims, demands, causes of action, suits, proceedings, damages, losses, liabilities, costs, and/or expenses of any nature whatsoever, including but not limited to legal and solicitor's fees (on the indemnity basis) and other related costs, arising out of or relating to the following:

(i) **Breach of Agreement**: Any violation or breach by the Guest of the terms, conditions, policies, or agreements set forth by the Property, whether intentional or unintentional.

(ii) **Acts, Omissions, or Negligence:** Any act, omission, misconduct, or negligence by the Guest, individuals associated with the Guest, or their invitees during their occupancy, stay, or use of the Property's premises, facilities, or amenities.

(iii) **Property Damage or Bodily Injury**: Any damage, loss, or harm caused to and/or suffered by:

a) The Guest's own property or person,

b) The property or person of any Invitees or individuals associated with the Guest,

c) The Property's assets, facilities, or premises, and

d) Other Guests, staff members, or third parties, whether or not such damage or injury arises from a breach of the rules, negligence, or unforeseen circumstances.

(iv) **Unforeseen Incidents or Events:** Any losses, injuries, or damages sustained as a result of accidents, mishaps, or unforeseen events occurring on or in connection with The Property, regardless of whether the Guest is at fault, provided such incidents are not due to the gross negligence of the Protected Parties.

(v) **Costs and Expenses:** Any and all legal, administrative, or financial costs incurred by the Protected Parties in addressing, responding to, or resolving claims, disputes, or incidents related to the Guest's stay, actions, or presence on the Property.

18. Limitation of Liability

18.1. To the fullest extent permitted by law, all liability is excluded by the Property, Property Owner and the Property Manager for any direct, indirect, incidental, special, consequential,

or exemplary loss, damage, or injury suffered by Guests. This exclusion applies regardless of the cause and under any theory of liability, including but not limited to contract, tort (including negligence), statute, equity, or acts or omissions of third parties. This limitation includes, but is not limited to:

(i) loss or damage to personal property;

(ii) Intangible loss or damage, including loss of goodwill or business reputation;

(iii) Personal injury, illness, or death (except where such liability cannot be excluded under applicable law); and

(iv) Inconvenience, disruption, or damages arising from any circumstances whatsoever.

18.2. The Property, Property Owner and Property Manager shall not be held liable for any loss, damage, or injury resulting from the actions, omissions, or negligence of third parties, including but not limited to service providers, maintenance contractors, or other guests.

18.3. Where liability cannot be excluded under the Australian Consumer Law or other applicable legislation, the Property, Property Owner and Property Manager's liability is limited, at its option, to:

(i) The cost of the accommodation as booked; or

(ii) The cost of having the accommodation services supplied again.

18.4. In no event shall the Property's total aggregate liability exceed the amount paid by the Guest for the accommodation booking in question.

18.5. Guests are encouraged to take all reasonable precautions to safeguard their property during their stay and to report any maintenance or safety issues promptly to the Property Manager.

19. Under 18's

19.1. All Guests under the age of 18 must be accompanied by a parent/guardian or an individual over the age of 18. We have the right to refuse any booking, when the legal guardian over 18 cannot provide current photo ID if requested on check-in.

20. Travel Insurance

20.1. Guests are strongly advised to take out comprehensive travel insurance prior to their stay. This insurance should provide protection against a wide range of potential risks, including but not limited to:

(i) **Cancellations and Amendments:** Costs and losses resulting from cancellations, delayed travel plans, or modifications to bookings due to unforeseen circumstances, such as illness, injury, natural disasters, or other personal emergencies.

(ii) **Damage to Personal Belongings:** Coverage for loss, theft, or accidental damage to personal belongings, including but not limited to luggage, clothing, electronics, and valuable items, during the duration of the guest's travel and stay.

(iii) **Medical and Health Emergencies:** Expenses related to medical treatment, hospitalization, or evacuation due to accidents, illnesses, or injuries that may occur while traveling or staying at the Property.

(iv) **Personal Liability:** Protection against claims of liability or damage caused by the Guest to third parties, including property damage or injury to other individuals.

(v) **Travel Interruptions:** Coverage for unexpected interruptions such as missed flights,

transport delays, or loss of pre-paid bookings and activities due to external factors or events beyond the Guest's control.

(vi) **Additional Costs**.

21. Miscellaneous

21.1. We reserve the right to amend these terms and conditions at any time without prior notice.

21.2. Guests are required to read and understand all terms upon confirming their reservation.