Guest / Host Agreement

Effective Date: 1st September 2026

This Guest / Host Agreement outlines the terms and conditions that apply when booking and staying at a property managed by Blue Water Stays.

By confirming a booking, the Guest acknowledges that they have read, understood and agree to these terms and conditions.

1. Agreement

This Agreement governs the occupation of a property booked through Blue Water Stays.

The booking confirmation, booking summary, house rules, property listing and any additional policies referenced during the booking process form part of this Agreement.

Blue Water Stays may update these terms from time to time. The version in effect at the time a booking is confirmed will apply to that booking.

2. Parties

This Agreement is entered into between:

The Host – the owner or authorised representative of the holiday property.

The Guest – the person making the booking and all approved occupants listed in the booking.

Blue Water Stays acts as the Host's authorised property manager and booking agent, including collecting payments, administering bookings and assisting with communication between the Host and Guest.

3. Nature of the Booking

All bookings are provided as short-term holiday accommodation only.

Nothing within this Agreement creates a residential tenancy or grants rights associated with a residential lease.

4. Property Licence

Guests are granted a temporary licence to occupy the property for the dates confirmed within their booking.

This licence is personal to the Guest and cannot be transferred without the written consent of Blue Water Stays or the Host.

5. Host Responsibilities

The Host agrees to:

Provide a property that accurately reflects the online listing.

Ensure the property complies with applicable health and safety requirements.

Present the property in a clean, safe and well-maintained condition.

Supply clean bedding and bathroom linen.

Maintain appropriate building, contents and public liability insurance.

Respond promptly to maintenance issues or concerns raised during a Guest's stay.

Respect the privacy of Guests and only attend the property where necessary or by prior arrangement, except in emergencies.

6. Guest Responsibilities

Guests agree to:

Pay all fees associated with the booking.

Provide accurate booking information and identification where required.

Occupy the property only for holiday accommodation purposes.

Comply with all property house rules.

Respect neighbours by keeping noise to an appropriate level.

Leave the property in substantially the same condition as it was upon arrival, allowing for reasonable wear and tear.

Report any damage or maintenance issues as soon as possible.

Not move furniture or access locked cupboards or restricted areas.

Comply with all applicable laws during their stay.

Be responsible for the conduct of all occupants and visitors associated with the booking.

7. Pets

Where pets are approved:

Approval must be obtained before arrival.

Guests remain fully responsible for their pets at all times.

Pets must comply with all local laws and regulations.

Pets must not create excessive noise or nuisance.

Pets are not permitted on furniture or inside restricted areas unless specifically approved by the property listing or house rules.

Guests are responsible for any damage or additional cleaning resulting from their pets.

8. No Parties or Events

Blue Water Stays maintains a strict No Parties policy.

A party is considered any gathering involving people who are not approved as part of the original booking.

Where a party is identified, Blue Water Stays reserves the right to:

Immediately terminate the booking.

Require all occupants to leave the property.

Charge additional cleaning, security or damage costs.

Seek compensation for any losses incurred.

9. Booking Amendments

Requests to amend booking dates are subject to availability and approval.

Changes may result in revised accommodation charges depending on seasonal pricing and availability.

10. Cancellations

Cancellation requests must be submitted in writing.

Refunds and credits will be managed in accordance with the cancellation policy applicable to your booking.

Where possible, Blue Water Stays will endeavour to assist Guests where unforeseen circumstances arise, however refunds cannot be guaranteed outside the published cancellation policy.

11. Security Deposit

Some bookings require a security deposit pre-authorisation.

The security hold may be processed prior to arrival and released following departure, subject to:

No damage to the property.

Compliance with the booking conditions.

Return of keys or access devices where applicable.

Blue Water Stays reserves the right to deduct reasonable costs relating to damage, excessive cleaning, lost property belonging to the Host, unauthorised pets or other breaches of this Agreement.

12. Property Damage

Guests are responsible for any loss or damage beyond reasonable wear and tear.

Any damage should be reported immediately.

Where repairs, replacement or additional cleaning are required, Guests agree that reasonable costs may be charged.

13. Check-out

Guests agree to vacate the property by the nominated check-out time unless otherwise approved.

Unauthorised late departures may incur additional accommodation charges and costs associated with delayed cleaning or incoming bookings.

14. Complaints

Should an issue arise during your stay, please contact Blue Water Stays as soon as possible.

We are committed to resolving genuine concerns promptly and fairly wherever practical.

15. Liability

Guests occupy the property entirely at their own risk.

To the maximum extent permitted by law, neither the Host nor Blue Water Stays accepts liability for:

Loss or damage to personal belongings.

Injury sustained during the stay where not caused by negligence.

Circumstances beyond reasonable control, including weather events, utility outages or natural disasters.

Nothing in this Agreement excludes rights that cannot legally be excluded under Australian Consumer Law.

16. Termination

Blue Water Stays or the Host may terminate a booking immediately where a Guest materially breaches this Agreement, including but not limited to:

Unauthorised parties.

Illegal activity.

Excessive noise.

Wilful property damage.

Threatening or abusive behaviour.

Serious breaches of house rules.

Termination does not affect the Host's right to recover losses arising from the breach.

17. General Conditions

This Agreement forms the entire agreement between the Guest and the Host in relation to the booking.

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

This Agreement is governed by the laws of New South Wales, Australia.

Contact Us

If you have any questions about this Privacy Policy or how your personal information is handled, please contact us.

Phone: 0481 277 106

Email: info@bluewaterstays.com.au

Website: www.bluewaterstays.com.au

3/18 Park Street, Port Macquarie, NSW, 2444

Australia