

SHORT TERM LICENCE TO USE PROPERTY

**Phippsy's on Fraser
2 Stirling Castle Drive
Fraser Island Qld 4581**

Updated Guest Agreement

For bookings accepted on or after: _____

Welcome to Phippsy's on Fraser. This Agreement sets out the terms on which the Guest may use the Property. By making a Booking, paying any amount toward a Booking, or otherwise accepting these terms, the Guest agrees to be bound by this Agreement.

Host: RD & CM Phipps

Manager: Peter & Carolyn Dow

Manager contact: as advised in the Booking confirmation

This Agreement is between the Guest and the Host.

(1) LICENCE TO USE PROPERTY

- (a) Subject to this Agreement, the Host grants the Guest a personal, temporary and revocable licence to occupy the Property for the Booking Term.
- (b) The Guest does not obtain any tenancy or other proprietary interest in the Property.
- (c) The Host, Manager or authorised contractors may enter the Property where reasonably necessary for maintenance, safety, emergency response, inspection following a reported problem, or to protect the Property, while respecting the Guest's reasonable privacy.

(2) DEFINITIONS

"Accommodation Fee" means the amount charged for accommodation, excluding any separately identified cleaning, linen, bond, call-out, damage or other charges unless expressly stated otherwise.

"Agreement" means this Short Term Licence to Use Property and any house rules or booking conditions incorporated into it.

"Arrival Date" means the first date on which the Guest is entitled to occupy the Property.

"Booking" means the reservation made by the Guest to stay at the Property.

"Booking Confirmation" means the written confirmation, invoice, quote or booking record issued or approved by the Host setting out the agreed Booking dates and charges.

"Booking Term" means the period from check-in on the Arrival Date until check-out on the Departure Date.

"Cleaning and Linen Fee" means the fee specified by the Host for ordinary departure cleaning and linen services.

"Departure Date" means the final date on which the Guest is entitled to occupy the Property.

"Guest" means the person making the Booking and all persons staying at or invited onto the Property by that person.

"Host" means RD & CM Phipps.

"Items" means all furniture, appliances, equipment, fixtures, fittings, keys, remotes, household goods and other contents provided at the Property.

"Property" means Phippsy's on Fraser, 2 Stirling Castle Drive, Fraser Island Qld 4581.

"Responsible Adult" means the person who makes the Booking and accepts responsibility for the Booking on behalf of all Guests.

"Security Bond" means the refundable security amount specified in this Agreement or the Booking Confirmation.

(3) INTERPRETATION

- (a) Headings are for convenience only and do not affect interpretation.
- (b) Singular includes plural and vice versa; references to a person include companies and other legal entities where appropriate.
- (c) An obligation not to do something includes an obligation not to permit it to be done.
- (d) References to money are references to Australian dollars.
- (e) If there is an inconsistency between this Agreement and the Booking Confirmation, the Booking Confirmation governs only to the extent it expressly changes a commercial detail such as dates, price or payment timing.

(4) BOOKING AND CONFIRMATION

- (a) A Booking is not confirmed until the Host has accepted it and the required deposit, Security Bond and/or other amounts then due have been paid, unless the Host confirms otherwise in writing.
- (b) Once confirmed, the Booking is subject to this Agreement and the Booking Confirmation.
- (c) The Guest must ensure all information supplied for the Booking is accurate, including the number of Guests.
- (d) The Host may decline a Booking before confirmation.

(5) SECURITY BOND

- (a) The Security Bond is \$500 unless another amount is stated in the Booking Confirmation.
- (b) The Security Bond is payable at the time specified by the Host.
- (c) The Security Bond may be applied toward reasonable costs incurred because of damage, missing Items, excess cleaning, rubbish removal, unauthorised Guests, late check-out, call-outs attributable to the Guest, or another breach of this Agreement.
- (d) The Host will not retain more of the Security Bond than is reasonably required to meet those costs. If the reasonable cost exceeds the Security Bond, the Guest remains liable for the balance.
- (e) Where the amount of a claim cannot immediately be determined, the Host may hold a reasonable amount of the Security Bond until the cost can be assessed.

(6) PAYMENT FOR BOOKING

- (a) The Guest must pay the Accommodation Fee and all other agreed charges as stated in the Booking Confirmation.
- (b) Unless otherwise stated in writing, the balance of the Booking is due 30 days before check-in.
- (c) Failure to pay an amount by the due date may be treated as a cancellation by the Guest after the Host has given reasonable notice to remedy the non-payment.

(6A) VARIATION OF THIRD-PARTY SERVICE CHARGES

- (a) The Accommodation Fee itself will not be increased after a Booking is confirmed unless the Guest agrees in writing to a change in the Booking.
- (b) Cleaning, linen or other separately identified third-party service charges may be adjusted after confirmation only where the Host's external service provider increases the actual cost of supplying that service for the Guest's Booking.

- (c) Any adjustment must be limited to the reasonable amount of the external cost increase and the Host must notify the Guest as soon as reasonably practicable, explaining the nature of the increase.
- (d) If an increase under this clause raises the total Booking price by more than 5%, the Guest may cancel within 7 days after receiving the notice and receive a refund of amounts paid, unless the Guest agrees to proceed at the revised price.
- (e) This clause applies only to Bookings made after this version of the Agreement takes effect. It does not retrospectively alter a Booking already made under earlier terms.

(7) BOOKING DATES

The Arrival Date and Departure Date are those stated in the Booking Confirmation.

(8) CHECK-IN

Check-in is from 2:00 pm on the Arrival Date unless the Host agrees otherwise in writing.

(9) CHECK-OUT

- (a) Check-out is by 9:00 am on the Departure Date unless the Host agrees otherwise in writing.
- (b) If the Guest remains after the agreed check-out time without approval, the Host may charge the reasonable additional costs caused by the late departure, including cleaner waiting time or disruption to the next booking.

(10) HOUSE CLEANING AND DEPARTURE RULES

Guests are asked to leave the house in a tidy condition so it can be prepared for the next guests, who will often be arriving the same day. Check-out time is 9:00 am unless otherwise agreed in writing.

If the Property is not left in a reasonably tidy condition or the following departure tasks are not completed, reasonable additional cleaning, rubbish removal, linen replacement or other costs may be deducted from the Security Bond. If those costs exceed the Security Bond, the Guest remains responsible for the balance.

No more than 20 people may stay at the Property per Booking unless the Host has given prior written approval. Additional Guests may result in reasonable extra charges or termination of the Booking where the maximum occupancy is exceeded.

Please ensure children do not use colouring pens, markers or similar items on beds, lounges, linen, walls or furniture. Guests are responsible for the reasonable replacement or cleaning cost of any permanent marks or damage.

1. Remove rubbish and recyclables: Collect all rubbish and recyclables and dispose of them at the designated waste dumping point. Refer to the map displayed on the fridge.
2. Bathrooms: Wipe down sinks, toilets, showers and baths. Please ensure toilets and the surrounding areas are left clean.
3. Dishes and kitchen: Wash, dry and PUT AWAY all dishes, utensils and cookware. Do not leave dishes in the dishwasher. Wipe down benchtops, sinks, stovetop, splashback and appliances.
4. Surfaces: Wipe down tables, fridges, freezers, benchtops, bathroom counters, glass with obvious finger marks and other frequently used surfaces.
5. Floors: Vacuum carpets and sweep or vacuum hard floors to remove dirt, sand and debris.
6. Linen and bedrooms: Remove used linen from beds and leave it in a pile on each bed. Do not remake beds that have been slept in. Tidy bedrooms and common areas, and check drawers and cupboards for rubbish and personal belongings.
7. Furniture: Leave furniture where you found it. Do not move indoor furniture outside or outdoor furniture inside. Indoor chairs must remain inside; please use camping or outdoor chairs for extra verandah seating.
8. BBQ and BBQ area: Remove food residue from BBQ plates, clean the BBQ, and wipe down splashbacks and surrounding areas. Turn the BBQ gas bottle OFF at the wall after each use.

9. Dishwasher filter: Check and clean the dishwasher filter before departure.
10. Keys and departure notification: On departure, place the keys back on the table on the bottom level, close the front door, and notify Carolyn on 0418 870 080 that the Property has been vacated.
11. Report damage or problems: Please promptly report any damage or issues noticed during your stay to Christina on 0438 665 878 or Carolyn on 0418 870 080.

Because Phippsy's on Fraser is in a relatively secluded location and the cleaners have limited time between bookings, it is important that these tasks are completed to a reasonable standard. We do not expect perfection, but we do expect the Property to be left tidy and ready for the cleaners to complete the normal changeover.

Thank you for your cooperation. We hope you enjoy your stay at Phippsy's on Fraser.

(11) CANCELLATION BY GUEST

- (a) To cancel a Booking, the Guest must notify the Host using the contact details provided in the Booking Confirmation.
- (b) Unless the Booking Confirmation states a different cancellation policy, where a Guest cancels within 30 days of the Arrival Date, 50% of the total Booking price may be retained as the cancellation fee, subject to any rights the Guest has under applicable law.
- (c) Where the Property is rebooked for some or all of the cancelled period, the Host may take that into account when determining the reasonable loss arising from the cancellation.
- (d) Any non-refundable component or special promotional condition must be clearly disclosed before the Booking is confirmed.

(12) CANCELLATION OR ALTERATION BY HOST

- (a) If circumstances beyond the Host's reasonable control make the Property unavailable or materially unsuitable for the Booking, the Host will notify the Guest as soon as reasonably practicable.
- (b) The Host may offer alternative dates or another suitable arrangement acceptable to the Guest.
- (c) If the Host cannot provide the booked accommodation and no acceptable alternative is agreed, the Host will refund amounts paid for the affected Booking, except to the extent otherwise permitted by law.
- (d) This clause does not give the Host a general right to increase an agreed Accommodation Fee after confirmation.

(13) NUMBER OF GUESTS

- (a) The maximum number of persons who may occupy the Property is 20 unless the Host agrees otherwise in writing.
- (b) The Guest must not exceed the number of Guests stated in the Booking without prior written approval.
- (c) Any reasonable additional costs caused by unauthorised Guests may be charged to the Guest.

(14) CHILDREN

Children are permitted, but the Responsible Adult is responsible for their supervision, safety and conduct and must ensure they comply with this Agreement.

(15) NO SMOKING

- (a) Smoking and vaping are prohibited inside the Property.
- (b) Guests must dispose of cigarette butts and smoking-related waste safely and must not create a fire risk.

(16) PETS

- (a) No pet or animal may be brought onto the Property or surrounding grounds without the Host's prior written consent.
- (b) If consent is given, the Guest is responsible for the animal and for any reasonable cleaning, repair, damage or other costs caused by it.

(17) NUISANCE AND CONDUCT

- (a) Guests must not cause a nuisance, unreasonable disturbance, offensive behaviour, illegal activity or interference with neighbours or other persons.
- (b) If serious or repeated conduct continues after a reasonable warning, or if immediate action is reasonably necessary for safety or to prevent substantial disturbance or damage, the Host may require the offending person to leave and may terminate the Booking to the extent permitted by law.

(18) NOISE

- (a) Guests must keep noise at a reasonable level at all times and be considerate of neighbours.
- (b) Loud music, amplified sound or other excessive noise that unreasonably disturbs others is prohibited.
- (c) The Guest is responsible for reasonable call-out, security or other costs incurred because of substantiated excessive noise caused by the Guest or the Guest's invitees.

(19) PROPERTY USE

- (a) The Property may be used only for short-term residential accommodation.
- (b) Parties, weddings, functions, commercial events, ticketed events or other organised gatherings are not permitted without the Host's prior written consent.
- (c) The Property must not be used for illegal purposes.
- (d) The Guest must not sublet, licence or otherwise allow another person to use the Property in place of the Guest without written approval.

(20) CONDITION OF PROPERTY AND ITEMS

- (a) Guests must take reasonable care of the Property and Items.
- (b) Guests must not intentionally or negligently damage, remove or lose Property or Items.
- (c) The Guest must promptly notify the Host or Manager of any damage, breakage, loss, malfunction or safety issue.
- (d) Guests must not move heavy furniture or alter, disconnect or tamper with appliances, safety equipment, pool equipment, electrical equipment, plumbing or other systems unless instructed by the Host or Manager.
- (e) The Guest is responsible for the reasonable cost of repairing or replacing damage or loss caused by the Guest or invitees, fair wear and tear excepted.

(21) GUEST SAFETY AND PERSONAL PROPERTY

- (a) Guests are responsible for taking reasonable care of their own safety and belongings.
- (b) Guests use the Property and its facilities at their own risk except to the extent loss or injury results from the Host's negligence or another liability that cannot lawfully be excluded.
- (c) Guests must follow all safety directions, signage and instructions relating to the Property and its facilities.
- (d) Nothing in this Agreement excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified.

(22) INDEMNITY

- (a) To the extent permitted by law, the Guest indemnifies the Host against reasonable loss, damage, liability or expense caused by the Guest's breach of this Agreement or negligent or wrongful act.
- (b) The indemnity does not apply to the extent the loss was caused by the Host's negligence, wilful misconduct or breach of law.
- (c) This clause survives the end of the Booking to the extent necessary to deal with an existing claim.

(23) DAMAGE AND COMPENSATION

- (a) The Guest must compensate the Host for reasonable loss or damage caused by the Guest or invitees, including damage to the Property or Items and reasonable loss of use while repairs are carried out.
- (b) The Host may request evidence of repair, replacement, cleaning or other costs where reasonably available.

(24) BREACH

- (a) If the Guest materially breaches this Agreement, the Host may require the breach to be remedied within a reasonable time where remedy is possible.
- (b) For a serious breach involving safety, unlawful conduct, substantial damage, unauthorised parties or serious nuisance, the Host may terminate the Booking and require the Guest to leave, to the extent permitted by law.
- (c) Any refund following termination for breach will be determined having regard to the Host's reasonable loss and the Guest's rights under applicable law.

(25) APPLICABLE LAW

This Agreement is governed by the laws of Queensland, Australia. The parties submit to the jurisdiction of the courts and tribunals of Queensland, subject to any applicable consumer law.

(26) SEVERABILITY

If a provision of this Agreement is invalid, illegal or unenforceable, it is to be read down to the minimum extent necessary or, if that is not possible, severed. The remaining provisions continue in force.

(27) SURVIVAL OF OBLIGATIONS

Any provision which by its nature is intended to continue after the Booking ends, including obligations concerning payment, damage, indemnity and dispute resolution, continues to the extent required.

(28) PAYMENT INSTRUCTIONS

- (a) Payment may be made by the method stated in the Booking Confirmation.
- (b) Bank account details, if used, will be provided directly by the Host. Guests should verify any request to change payment details before transferring funds.
- (c) The Guest must include the Booking name or reference with any bank transfer where requested.

(29) RESPONSIBLE ADULT

- (a) The person making the Booking is the Responsible Adult and is the primary contact for the Booking.
- (b) The Responsible Adult must be at least 21 years of age unless the Host agrees otherwise in writing.
- (c) The Responsible Adult confirms they are authorised to accept this Agreement on behalf of all Guests included in the Booking.

- (d) The Responsible Adult must ensure all Guests and invitees comply with this Agreement.
- (e) The Responsible Adult must provide accurate information about the number of Guests and any other information reasonably required for the Booking.

(30) PROBLEMS WITH THE PROPERTY

- (a) If a problem arises, the Guest should contact the Host or Manager as soon as reasonably practicable using the contact details provided for the Booking.
- (b) The Guest should give the Host or Manager a reasonable opportunity to inspect and remedy the problem where possible.
- (c) The Guest should not arrange substantial repairs or incur material expenses on behalf of the Host without prior approval, except where reasonably necessary to respond to an immediate emergency.
- (d) Nothing in this clause limits any rights the Guest may have under applicable law.

(31) CALL-OUTS AND GUEST-CAUSED COSTS

- (a) If the Host, Manager or a contractor is required to attend the Property because of a matter caused by the Guest, misuse of equipment, loss of keys/remotes, failure to follow instructions or another avoidable breach, the Guest may be charged the reasonable third-party call-out cost actually incurred.
- (b) No call-out fee will be charged where the attendance relates to an ordinary fault, maintenance issue or other matter not caused by the Guest.

(32) KEYS, REMOTES AND SECURITY

- (a) Guests must safeguard keys, access devices and remotes.
- (b) Lost or unreturned keys, remotes or access devices may be charged at the reasonable replacement and, where necessary, re-keying cost.
- (c) Guests must secure the Property when unattended and on departure.

(33) POOL AND OUTDOOR AREAS

- (a) Guests using any pool, outdoor area, stairs, decks, balconies, barbeque or other facilities must do so responsibly and supervise children at all times.
- (b) Guests must follow any pool or equipment instructions supplied by the Host or Manager.
- (c) Guests must not tamper with pool pumps, chemical dosing equipment or other plant unless instructed.

(34) ENTIRE AGREEMENT AND CHANGES

- (a) This Agreement, together with the Booking Confirmation and any expressly incorporated house rules, forms the agreement between the Host and the Guest for the Booking.
- (b) Any material change to an agreed Booking must be confirmed in writing, except for a permitted adjustment under clause 6A.
- (c) A failure by the Host to enforce a provision on one occasion does not waive that provision.

(35) ACCEPTANCE

By making the Booking, paying any amount toward it, signing this Agreement or otherwise indicating acceptance electronically, the Guest confirms that they have read, understood and agreed to these terms.

Guest / Responsible Adult: _____

Booking dates: _____

Signature (if required): _____

Date: _____