

## Holiday Accommodation - TERMS & CONDITIONS as at 19/07/2021

Thank you for choosing to book your holiday accommodation with Forbes Stynes Real Estate. Please read & familiarize yourself with the information below to ensure your stay is enjoyable.

Forbes Stynes Real Estate PTY LTD operates under the sub-trading names of Thredbo Ski Accommodation and Ski-In-Ski-Out Chalets. These may be referred to by the below references for the remainder of this document.

- **FSRE** Forbes Stynes Real Estate
- **TSA** Thredbo Ski Accommodation
- **SISO** Ski-In-Ski-Out Chalets

### Disclaimer:

Forbes Stynes Real Estate is a private real estate agency operating in Thredbo Village & The Alpine Way. FSRE is not responsible for or bound in any way by Kosciuszko Thredbo PTY LTD's resort operation, lift operations, seasonal activity operations, leisure centre operations, events schedule, or ticket sales. FSRE is not responsible for or bound in any way by Kosciuszko National Parks operations.

All bookings are made & accepted on the basis that you have read, understood, and agree to abide by and be bound by this Disclaimer and the following Payment Terms, Cancellation Policy, Terms & Conditions, and Guest Registration/Security Deposits information.

### Standard Cancellation Policy

If cancelling your booking you are subject to the below cancellation conditions or penalties, which will vary depending on the time remaining from the cancellation until the arrival date and the conditions under the cancellation.

Cancellations are not accepted for changes in your personal preferences to travel or group conditions.

- *Credit Card Fees are non-refundable*
- *Any eligible refund is subject to a standard AUD \$110.00 Administration Refund Fee*
- *Refunds can only be issued back to the same payment method used originally*

### Cancellations more than 60 days before arrival:

A refund of the deposit paid to date (usually 50% + booking fee) less the standard \$110.00 Administration Refund Fee, less any credit card fees originally paid will be issued.

### Cancellations 60-0 days before arrival:

Guests will forfeit the total balance that has been paid (100% + booking fee) unless the property can be rebooked. **No refunds** are issued unless the below conditions can be met in full.

*If the property can be rebooked by TSA, a refund of the balance paid (100% + booking fee) less the standard \$110.00 Administration Refund Fee will be issued. The property will need to be rebooked for the same length of stay and dates as the original for this condition to apply. Refunds will not be issued for partial rebooking's.*

Property moves will only be allowed when the request is made more than 60-days before the arrival date and will be subject to an additional \$150.00 amendment fee being added to the total. Any requested move less than 60 days before arrival will be treated as a standard cancellation per the standard cancellation policy.

## Booking Credits/Eligible Refunds/Amendments

Bookings will only be eligible to receive a variation to the standard cancellation policy under one of the following conditions:

- A Government imposed non-travel restriction in our area/region or documented primary guests' area/region, or
- A Government imposed border closure, or
- A Government-issued or certified advisory to isolate due to COVID-19, or
- Extreme weather events or natural disasters causing the village to be completely inaccessible for more than 48 hours

The above condition will need to be officially documented on relevant State Government advisory sites which affect the arrival date of the booking. News headlines or press conferences will not be accepted until this information is delivered via officially documented channels.

Returning home State quarantine restrictions will not be accepted if these affect your travel options after your booking. This information relates to the ability to travel and arrive at your booking.

If one of the above conditions is met, you may accept 1 of the below options:

### **OPTION 1:**

**Partial refund:** You will forfeit a cancellation penalty of 20% of the total paid.

The remaining will be refunded under the current formula. A refund of 80% of the full amount currently paid less any credit card fees originally paid and less the standard \$110.00 administration refund fee. Refund = (Total paid – Credit Card fee paid) \* 80% - \$110.00

### **OPTION 2:**

**Booking Credit:** The booking is to be converted into a credit towards a future visit with Forbes Stynes Real Estate Holiday Bookings. The credit will be issued as a monetary value of the full amount currently paid (less any credit card fees originally paid or 3<sup>rd</sup> party commissions), not of the original length of booking. Credits can be used year-round and are subject to seasonal rate variations, availability and seasonal release dates of bookings opening. **Credits will have an 18-month expiry date from its original booked arrival date.** Credit holders will be advised via email of seasonal booking openings, however, the seasonal or property opening will not be delayed to give a credit holder preference over new bookings. Credit = (Total paid – Credit Card fee paid)

### **Non-Arrivals**

Refunds will not be issued or given to any booking which fails to arrive on the nominated arrival date, or any portion of the booking which is not used.

*\*\*Please note: Some properties may have specific variations to these Standard Terms & Conditions. Properties with such variations will have this listed on their property specific's page listing for reference.*

### **Cancellation Fees**

Cancellation of a booking must be in writing and must be received by FSRE via Email: [accomodation@fsre.com.au](mailto:accomodation@fsre.com.au). Cancellation fees will be charged on confirmed bookings per this Cancellation Policy.

Failure to make final payment on the payment due date may result in an automatic cancellation of the booking without notice and the Standard Cancellation Policy will apply.

Final balance payments cannot be delayed to change a condition of the Standard Cancellation Policy or to force a Booking Credits/Eligible Refunds/Amendments.

Deposits cannot be transferred between properties & generally will not be refunded or applied towards payments for any other properties.

## Travel Insurance

**TSA** strongly recommends travel insurance. Consideration needs to be given to our cancellation policy, injury, delayed flights, illness, global pandemics, and any political uncertainty. Thredbo Village is in a dynamic environment which can experience extreme weather events in all seasons. National Park closures and road closures can happen. We do not refund for such occurrences, therefore travel insurance can be another option to safeguard yourself.

## Online Travel \*Agency Bookings (Airbnb, Booking.com, Expedia, Stayz)

Once your Booking or Request is confirmed with the online travel \*agency you will receive the remainder of the information via our regular booking system, Homhero. While you do not have to communicate outside of your chosen booking platform, it will make the relay of information much easier to communicate with us directly via email.

Your booking is bound by the policy listed on the accommodation site with which you have used to make the booking. FSRE can only make the additional clauses in the **Booking Credits/Eligible Refunds/Amendments** available to your booking if required with the additional conditions below:

When accepting either a credit or a partial refund, FSRE will only be able to make these amounts available for the total of your booking which was paid as accommodation to our \*Agency, not the commission or service fee which you paid to the online travel \*Agency.

All bookings that are made using these accommodation sites have a 14-18% commission that is removed from the payout to FSRE by the online travel agency. You are unable to request a credit or cancellation of this commission amount from FSRE.

## Payments Terms:

Payments can be made by the following options;

1. By Credit Card (either online or over the phone)
2. By direct deposit.

*\*Please note we accept Visa and Mastercard credit card payments only and there is a 1.3% surcharge on credit card payments. We do not accept AMEX.*

**Booking more than 60 days before arrival:** A deposit of 50% of the total accommodation cost + a \$55.00 booking fee must be received within 24 hours of the reservation being made before a reservation can be confirmed. Failure to do this may result in the reservation being automatically cancelled without notice.

Final payment of the remaining 50% of the total accommodation cost must be received no later than 60 days before the arrival date. Failure to make the final payment on time may again result in the booking being automatically cancelled without notice.

Deposit or 60-day remaining payments must be made in full. Payment must be made by (or clearly referenced to) the person whose full name the booking is in.

When payment is made by direct transfer the payee must include the full name of the booking or the booking reference number in the transfer reference field and if possible, the arrival date.

We use automated emailing and SMS systems to remind you of final payments.

If you have failed to make a final balance payment after multiple reminders the credit card on file (if used originally) will automatically be charged, or the booking may be cancelled.

**Booking less than 60 days before arrival:** If the date on which the reservation is made or the date on which the deposit is otherwise due, is less than 60 days before the arrival date, payment in full of the total booking cost is required at the time of making the reservation unless otherwise notified to you at the time the reservation is made.

The Cancellation Policy will be charged per the Cancellation Fee's set out in the Standard Cancellation Policy.

## Terms & Conditions

**Check-In Time: 4:00 pm**

**Check-Out Time: 10:00 am**

**Do not plan to arrive at the property earlier than this available time, Entry is via door codes which will be provided on the day of arrival via either SMS or voice call to the mobile number on the booking form.**

1. In providing booking services FSRE act as an agent for various property owners and does not accept or undertake any personal liability when acting in this capacity.
2. Premises are let for holiday purposes only for the period stated in your confirmation/receipt by FSRE but may be subject to change as may be notified by the owner before the commencement of the booking. All advance deposits are accepted on behalf of the current owner; however, we will not accept responsibility for decisions, actions or arrangements taken by the current owners of the premises or any other body which is outside our control.
3. FSRE reserve the right to cancel any booking should anything arise, which in our opinion renders the booking impractical. In either event, we shall notify you as soon as possible and do our best to arrange alternative accommodation or alternative suitable dates. If suitable alternatives cannot be arranged, all deposit monies paid will be refunded, but no other claim, right or action shall exist in or be made by either party.
4. The owner will make every effort to ensure the property is available as booked. However, the owner reserves the right to make alterations to bookings due to unforeseen circumstances. FSRE does not accept responsibility for actions taken by property owners outside of our control and we, therefore, reserve the right to cancel bookings at the instruction of an owner. Bookings cancelled at the discretion of an owner will be notified to guests immediately. If possible, FSRE will secure alternative accommodation for the guest, however, if this is not possible all deposit monies paid will be refunded in full. Bookings are taken by the agent for the current owner. If the property is sold, we cannot guarantee that the new owner will continue to make the property available.
5. The premises are available from 4.00 pm on the day of arrival and are to be vacated at 10.00 am on the day of departure. Do not plan to arrive at the property earlier than this available time - access will be denied. The purpose of these strict times is to allow the necessary time to clean the premises. Please consider your fellow incoming/outgoing holiday occupants. We cannot allow access for the storage of refrigerated items before arrival is advised as ready. **PLEASE DO NOT ASK, AS WE DO NOT WISH TO OFFEND.**
6. No pets are allowed. You cannot bring a pet into any NSW National Park or other land reserved or acquired under the *National Parks and Wildlife Act 1974* (NPW Act). Assistance animals may accompany you providing that this is specified & confirmed with FSRE before booking and all documentation is provided to confirm that it is an assistance animal.
7. The maximum number of persons permitted to occupy the booked premises will form part of the booking contract and will be nominated when you make your booking. Persons found occupying

the premises over and above the number on the booking form will be charged automatically the full security deposit and an additional \$500 a day for the term of the booking.

8. Any & all damage, breakages, or losses to the property and/or furniture/furnishings are to be reported to FSRE and paid for immediately. Furniture is not to be moved and all furnishings and equipment must be left on the premises as originally found.
9. All accommodation is for residential purposes only. Functions and parties on the premises are strictly not allowed. Strata By-laws, Council Regulations and National Park Regulations must be complied with. We ask that full consideration to be given to other guests concerning noise, parking and other issues that affect the peaceful enjoyment of others. TSA reserves the right to terminate your tenancy immediately if you cause nuisance or annoyance to neighbours or are found to be holding a function or party.
10. Unless stated within the property description, all premises are fully self-contained including linen i.e., sheets, pillowcases, towels, bathmats, tea towels. A small Starter-Pack (detergent/soap/toilet paper etc.) is supplied once on arrival. Additional items to the Starter-Pack will not be replenished and will need to be purchased by the guest.
11. Lost Property: No responsibility is taken for a guest's personal property left on the premises. Items left on the property will be kept for a maximum of 7 days and then disposed of. If you require items to be returned to you, the cost of pre-paid postage + administration fee will be charged before postage. Items must be of a reasonable requestable size before locating or posting.
12. With telephone or email bookings, any printed, written, or verbal description of the premises by the agent or an employee is made in good faith. No responsibility for discrepancies in descriptions will be accepted. Please choose your property carefully using the information provided on our comprehensive websites (providing description and photographs). There is no provision to change properties on your arrival if you are unhappy with your choice.
13. Guests are responsible for the safekeeping and replacement of any accommodation keys or garage door openers. Duplicate keys are not always available. Guests requiring an additional key or access assistance after office hours will be charged a service fee call out of \$100.00 per hour. All keys or garage door openers are to be returned to their original location within the unit. The cost of any lost or replacement key's, locks or locksmith callouts will be the responsibility of the occupant and charged per the security deposit.
14. You are required to allow a repair and or service personnel to enter the premises to conduct any repair or service deemed necessary by FSRE. Such times of entering will be arranged prior where possible and will be between the hours of 8.30 am and 5:00 pm unless, in the opinion of FSRE, an emergency could exist or arise outside these times.
15. Car parking spaces or carports are usually numbered and are limited strictly to the amount listed. Extra vehicles, trailers, boats etc. are not to be parked outside the property grounds and neighbouring property car spaces are not to be used. In Thredbo Village: the overnight car parking spaces in the village will need to be used.
16. In the event of renovation/building work being carried out in or near the holiday premises, such work is beyond our control, and we cannot accept responsibility for any disturbance, noise or inconvenience you may suffer as a result. No discount will be negotiated for any of the above.
17. We are in a regional area and the repair and replacement of some items in properties cannot always be carried out promptly. No refunds or compensation will be issued for an item or appliance that becomes unusable throughout your visit.
18. FSRE participate in the Bad Books program. The Bad Books register is a database of guests who have breached the Terms & Conditions of the booking, damaged property or indulged in inappropriate behaviour. By accepting this booking, you agree that FSRE can disclose this information to other accommodation providers that participate in Bad Books.

19. FSRE will not accept rude or offensive language or behaviour at any time being used in conversation (in person, phone, or email) with our direct staff, contractors, or other guests. Any incidents of this may result in a cease in communication channels or immediate cancellation of bookings without resolution.
20. All funds taken are held in a licenced real estate trust account under the Property and Stock Agents Act 2002. Those funds cannot be used for any purpose other than for that client and must be disbursed as the client directs.
21. These terms and conditions may be varied at any time without notice. Guests should always refer to our website for current terms and conditions.

### **Guest Registration/Security Deposits**

All bookings are accepted on the basis that the utmost care and consideration is given to the premises and neighbouring occupiers by the holiday occupant.

Security deposits (by way of a completed Guest Registration Form) apply on all properties and an Online Guest Check-In/Guest Registration is required to be completed digitally in full and returned before occupation is allowed. These details will be emailed to you again before arrival and are available via the link included in confirmation emails, so that they can be completed early in the booking process.

FSRE reserves the right to process a Security Deposit of at least \$1000.00 to the nominated card at any time before arrival or throughout the reservation through a Credit Card Pre-Authorization.

#### **FSRE reserves the right to process a claim on the security deposit if:**

- The property requires any unusual & extra cleaning, including unwashed dishes & dishwasher not emptied, BBQ not cleaned
- Any damage has occurred to the property that was not advised earlier
- Requesting a service call out that is found to be not required
- The property is left unsecured resulting in any loss/damage
- Removal of excess rubbish left at the property will incur a minimum charge of \$100.00 to your credit card
- Replacement of furniture that has been moved from its original place
- Penalty for being in breach of tenancy for overcrowding of the property

#### **COVID-19 cleaning information**

FSRE and our preferred contract cleaners have taken all necessary measures to ensure the cleaning of our properties are up to

Government Regulations and are safe for your arrival. As well as the COVID cleaning procedure we have introduced some additional measures to make sure the properties are sanitised thoroughly. We trust that you have read and understood the above information. Please contact us directly if any clarification is required. We hope you enjoy your visit to The Snowy Mountains.