

# **Cum-A-Ryan SYDNEY HOLIDAY APARTMENTS CONDITIONS OF LETTING**

## Interpretation:

We, Us, Our, Agent - means Cum-A-Ryan Sydney Holiday Apartments its servants and agents Specialty Property Management Pty Ltd  
ABN: 17 135 495 411 . Tenant, you, - means the lessee of the defined holiday premises.

By booking a holiday rental property with us and paying the rental deposit, you agree that you will be bound by, and personally responsible for performance of your obligations under these conditions of letting.

## 1. To Make A Booking:

A provisional booking may be made by email to: Cum-A-Ryan Sydney Holiday Apartments by email to [info@sydneyholidayapartments.net](mailto:info@sydneyholidayapartments.net). The minimum stay is 7 nights. 2 Weekly bookings are required during New South Wales, Queensland and Victoria School Holidays, Easter and Christmas holidays (December and January).

## 2. Rental:

- A.) For Bookings made 30 days or more prior to the commencement date, a rent deposit equivalent to 50% of the total rental for the booking is required within 7 days of the booking. The deposit secures the booking and may be paid by cash or bank transfer or cheque. The full balance of the rental is payable within 48 hours prior to the commencement date.
- B.) For bookings made within 7 days of the commencement date, the total rental is payable within 48 hours prior to commencement date.

## 3. Security Deposit

- a) The security deposit will be refunded following an inspection of the premises subject to the further conditions in this agreement, provided the premises are left in the same condition as at the start of booking.
- b) A **Security deposit of \$..... AUD** is required within 48 hours of receiving our terms and conditions. The security deposit is refunded electronically within 7 working days following an inspection and subject to the further conditions in this agreement, provided the premises are left in the same condition as at the start of the booking.

## 4. Cancellations:

If a booking is cancelled 3 months or more prior to the commencement date, full refund applies less \$100 (administration fee and any bank charges). If a booking is cancelled less than 3 months prior to the commencement date, a refund is subject to a confirmed re-booking of the premises. If a re-booking of the same premises is made by another party then the Security Deposit less \$100 (administration fee) will be refunded. If a re-booking by another party does not occur, a refund will not be made. Cancellations must be made in writing by the person who made the reservation.

## 5. Arrival and Departure:

Holiday premises are available from 2:30pm on the day of arrival and are to be vacated no later than 10:00am on the day of departure.

*Subject to availability, a late check out may be arranged on arrival through our office. Late check out is an additional night's tariff, unless otherwise arranged in writing.*

Keys may be collected from the office of Cum-A-Ryan Sydney Holiday Apartments. Unless otherwise arranged. By prior arrangement and provided rent has been paid in full, keys may be collected after hours from the Sydney Holiday apartment office. Keys should be returned to the agent immediately upon departure.

## 6. Animals:

Unless otherwise advised in writing, pets are not allowed in holiday premises.

## 7. Number of Persons:

The property is rented on the basis that it accommodates only the number of persons specified. Additional occupants will be asked to leave, at the sole discretion of Cum-A-Ryan Sydney Holiday apartments.

## 8. Usage of Property:

The property is to be used for holiday accommodation only. It is not to be used to hold a wedding, a party or any other functions. Should it come to our attention that a booking has been made, other than for accommodation purposes only or that the property is being used in a manner which is in breach of this clause, we reserve the right to cancel the booking at any time, refuse key collection upon arrival or evict the occupants.

Neither the whole, or any part of the property shall be sub-let without the express written consent of Cum-A-Ryan Sydney holiday apartments

9. Description of Property:

The description of the property is on the Internet. This description is given in good faith by us as agents of the principal. All accommodation is fully furnished and includes kitchen facilities. The Agent expressly excludes any liability whatsoever for any misrepresentation, or misleading conduct or statements, howsoever caused, and whether negligent or otherwise.

10. Damages and Extra Cleaning:

All breakages, damage and lost keys must be reported to the agent Cum-A-Ryan Sydney Holiday apartments and paid for by the tenant. If washing up, tidying up and removal of excess rubbish has not been done, fees for extra cleaning will apply. Charges for damages, breakages and extra cleaning will be deducted from the Security Deposit before it is refunded. Should the amount of loss or damage exceed the amount of the security Deposit, we reserve the right to claim the full costs of reparation from you. Nothing in this agreement is to be taken to limit our rights to make this claim.

11. Noise:

To ensure quiet enjoyment of others, noise should be kept within reasonable levels. If noise is excessive and security services or the police need to be called then a call out fee will be charged. If two or more call outs for noise or rowdy behaviour are made, then the booking will be terminated. If a booking is terminated in accordance with the provisions of this clause, no refund of rent or security deposit will be given, and you agree that any such rent or bond withheld is genuine compensation for loss occasioned by you.

12. Breaches:

Any breach of this agreement by you permits us to refuse the key, amend the rent of the premises or immediately terminate the tenancy at our sole discretion.

13. Agents Access to Properties

The Agent Cum-A-Ryan Sydney Holiday Apartments reserve the right to enter the property at their discretion

14. Unforeseen Changes:

In the event of the premises becoming unavailable to the tenant through unforeseen circumstances then the agent will inform the tenant immediately and Endeavour to obtain suitable alternative premises, failing which any monies paid will be refunded in full to the tenant. The tenant will not hold the agent or the owner responsible should any unforeseen event occur and if no suitable alternative premises can be found, and the agent accepts no liability whatsoever in this regard.

15. Keys:

A call out fee of \$150 applies for misplaced keys or after hour callout.

If your keys are misplaced between 6am and 7pm please call 93374871/0411745743 or if your keys are misplaced between 7pm and 6am please call 0411745743.

16. Repairs to Appliances

During your stay, the agent endeavors' to have repairs to appliances attended to as soon as possible after being reported. However due to circumstances beyond our control [e.g. having to order parts or non-availability of trade's people] immediate repair may not be possible. No responsibility is accepted by the agent or owner in such circumstances. There will be no refunds or discounts deducted from tariffs for unusable appliances awaiting repair. If repairs cannot be attended to promptly, we will use our best endeavors to supply a substitute appliance if possible.

17. Self Contained Holiday Accommodation

Please note that this property is fully self contained, and it is not a serviced property.

Servicing can be arranged during your stay at a charge.

18. Sale:

In the event the property is offered for sale, the tenant agrees to allow the owner or the agent to inspect the property with prospective purchasers, provided that reasonable notice of an appointment is given. The agent accepts no liability should a property be sold and the booking cancelled. In this event all reasonable endeavours to find alternative accommodation, will be made by the agent.

19. Additional charges for Telephone , Internet access & Foxtel Service Charges

**Telephone Charges:** It is stated that the guest will be responsible for any additional charges that may apply for Telephone usage and line rental. These phone charges will be tallied at the end of the stay and if requested an itemised list of all calls can be made available to you. A daily telephone line rental fee of \$1.00 Aus per day will apply if used during the stay. Should the guest make **no outgoing calls** from the telephone line provided within the premises, no charges will apply for this service. These charges will be deducted from the security bond held after vacating of the premises.

**Internet Access:** Whilst the premises you have occupied may have access to the internet we can make no warranty or assurance that the connection will match your personal computer. We will endeavour to assist you with the connection arrangements, however we cannot be held liable should this service be unable to be connected to your device. It is recommended that you make your own arrangements to have this service in place. Charges may apply should usage exceed current allocated download package.

**Foxtel Service Upgrades:** Whilst many of our properties have Foxtel provided and included in the rental, it may only have a selected range of channels provided at the time of occupation. However, we can arrange this service to be upgraded at your discretion and at your expense to include other package upgrades offered by the Provider. These additional charges will be advised to you upon this request being made and will be agreed that these charges will be deducted from the security bond once you have vacated the premises.

**I confirm I have read the conditions of letting and must return a signed copy, Cum-A-Ryan Sydney Holiday Apartments within 7 days of booking.**

**Booking Name:** \_\_\_\_\_

**Address of property booked:** \_\_\_\_\_

**Dates of Booking:** \_\_\_\_\_

**Rental Rate:** \_\_\_\_\_ **Administration Fee**     \$45.00    

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

Please email this agreement to our office on [info@sydneyholidayapartments.net](mailto:info@sydneyholidayapartments.net)

OR

Please post to: Private Box 104/60 Blair Street, North Bondi NSW 2026  
Sydney Australia

**Banking Details as follows;**

**Branch: Westpac Bondi Beach**

**Account Name: Cum-A-Ryan Sydney Holiday Apartments**

**BSB: 032 050**

**Account: 249 863**

**Swift Code: wpac au2s (swift# for overseas transactions only)**