

Thank you for confirming and choosing to stay at Shamore Apartments on the Park.

We hope you enjoy your stay. Below are some directions, terms and conditions and instructions on how to access Shamore Apartments.

Your Access Code will be supplied after payment has been confirmed, shortly before your stay.

Terms and conditions

We thank you for choosing to stay in one of our holiday rental properties and hope you have a wonderful stay. During your stay you have exclusive access to one of our townhouses and use of the rooms you have paid for. As you can imagine, as well as the investment in the properties themselves, there are a lot of costs involved in setting up the properties and maintaining them in good condition. Most of the time our guests treat our properties wonderfully and we appreciate it. However, sometimes things go wrong. To maintain a good standard for all our guests we require certain conditions to be complied with. We appreciate most people will respect our property, but the occasional abuse requires that we state the following conditions.

Responsibility: The person(s) who initiated the booking request is responsible for this booking and for complying with the terms and conditions as specified below. When a guest registers or an invitee of a guest enters the premises, they are deemed to have agreed to be bound by these conditions.

The number of guests/pets should not exceed the number confirmed, booked and paid for. Fees will apply for excess guests / pets not agreed with the owners in advance and can be deducted from the bond. **Note**: Variances can be agreed on but only by arrangement with the owner / booking manager by email.

A payment of rental deposit and or payment in full constitute the client's acceptance of these terms and conditions.

The owners will make every effort to ensure the property is available as booked. However, the owners reserve the right to make alterations to bookings due to unforeseen circumstances.

CANCELLATIONS: The purpose of paying for the booking is to block out those dates so no one else can book them. If you cancel a booking, we then need to unblock the dates and try to fill that gap. Once we have a replacement booking for those dates for the same or greater value, we will refund your payment, less a \$100 administration and cancellation fee. Note: No refund if 1 month prior to check in and no refund for Easter or Christmas bookings.

Absolutely NO SMOKING: Strictly no smoking inside or outside of the premises is allowed, and may cause immediate cancellation of your stay, with no refunds and costs may be incurred for additional cleaning / laundering.

Parties and functions are strictly prohibited. The price charged is for domestic use only and not commercial. Accordingly, this rate does not allow for extra wear and tear associated with parties, and functions in terms of cleaning, garbage removal (placed in the wrong bins), wear and tear, repairs etc. Use the contrary to this may result in loss of your bond and or additional payments.

Disturbance to our neighbours, including excessive noise or pets barking, is prohibited and may result in termination of your stay and loss of a refund and bond. The body corporate policy of loud noise after 10pm must be adhered to and likewise if you have neighbours that are disturbing your stay please email us promptly with the details so we can address the issue so you can continue to enjoy the rest of your stay. If a call out to investigate a complaint, we may charge a \$50 callout fee. If you feel you are in danger please contact the local police station.

Damage, Breakages, theft and loss are the tenants responsibly during their stay. Animal damage does not constitute normal wear and tear. Please insure your possession you travel with either with your travel insurer or your home / business insurance.



Departure – The cleaning charge is only a token amount and the rest is paid by Shamore Apartments. If there is additional cleaning over what we normally allow Shamore Apartments will deduct it from the bond or charge you for the extra cleaning required. The property should be left in a similar state to its condition on arrival in cleanliness and tidiness. Beds stripped and linen in a pile in the hallway ready for the cleaner to deliver to the laundry hire, bins sorted into correct bin and must be emptied to outside bin, kitchen cleaned, and BBQ cleaned if used.

Arrival/Departure Times: Frequently we have changeovers on the same day. This means that one booking finishes in the morning and a new booking commences in the afternoon. During the gap, our cleaners need to get in, check the property, clean it, change the linen and leave it in perfect condition for the next guest. Occasionally we can accommodate a late checkout (particularly if we do not have a changeover on that day. Please ask at the time of booking if you would like to check whether this is possible. Otherwise, please adhere strictly to the departure time (unless expressly agreed to by us). No refund will be given for early or unscheduled departures.

Our cleaners are on a tight schedule and their time must be respected (and paid for). If the cleaner arrives at the property and you have not departed (or are not ready to depart immediately), we will charge an overstay fee of \$50 per hour or part thereof.

Bond is payable the same time as the balance amount, or maybe charged/held on credit card by the booking agent. The bond will be refunded within 3-7 days in full subject to the above conditions being met. It is designed to cover any additional costs incurred, including but not limited to, any breakage, damage or excess cleaning requirements, extra guests beyond those declared, unreasonable electricity usage. If a bond is not taken or held on credit card, Shamore Pty Ltd will forward on expenses to bring the apartment back into the condition that it was prior to your arrival. If you compromise the code and feel it needs to be charged a fee of \$50 will be charged.

FAILURE OF SERVICES OR EQUIPMENT/APPLIANCES

We make every effort to ensure the property is ready for you to enjoy your stay. Where a problem is experienced (eg by failure of equipment such as dishwasher, washing machine, air conditioner, hot water service, TV, toaster or kettle or services such as power, water) please report it to us by email. We will do our very best to get the item or serviced fixed, restored or replaced as quickly as possible. However, it may not always be possible to achieve this during your stay. This is not grounds for a refund or compensation for any loss you may have incurred. The earlier you advise us the quicker we can respond where possible.

A \$50 call out fee will be charged for attending the property for incidents such as investigations of complaints, lost keys, equipment or service failure caused by you, damage caused by you or any other incident that is not our responsibility (eg attendance due to equipment or service failure caused by you or any occupants during your stay).

LIABILITIES: No responsibility is taken for personal items left on premises during or after departure. We do not accept liability for any injury, damage, loss or additional expenses caused directly or indirectly by events which are beyond our control. Any sports and activities, whether or not equipment is provided by us, are engaged in at your own risk. We do not accept liability for errors, omissions, default or negligence represented on our website or in any document provided by us.

ANIMALS Some of our properties are pet friendly and we welcome dogs and cats and other pets by negotiation. Your well-behaved pets are welcome inside but please do not let them on to any furniture (unless you have brought your own rugs/sheets to cover the furniture). Animals ARE NOT allowed on beds. Guests are required to remove ALL TRACES of an animal being present at the property. This includes (but is not restricted to) any fur/hair (except on floors), food, stains, smells or faeces. Any damage caused by the animal must be repaired or reported to us (and will be charged back to you). This includes damage to screens, paint work, carpets, furniture, gardens etc. Additional time that is spent cleaning up after animals will be charged to you.



NUMBER OF DOGS PERMITTED: Council regulations restrict the number of dogs at a property at any one time depending on the apartment you rent. Please ensure that this limit is adhered to. Body Corporate also has restrictions to types of dogs, so when enquiry please provide Breed, size and temperament of the dog/dogs. We have the right to refuse if the dog is outside the guidelines.

If we approve your pet to stay at Shamore Apartments you agree:

- 1. To be fully responsible for any pet on the holiday premises during your stay and pay the fee requested.
- 2. To be fully responsible for your pet's captivity in the yard during your stay. Every effort has been made to make it as secure as possible for most pets/ dogs, but some dogs will always escape. We encourage you to keep the gate closed during your stay. Dogs are not to be left unattended for long periods inside Shamore Apartments, this can forfeit your right to stay.
- 3. To hose down areas of pavers/ grass / stones where dogs have urinated; and
- 4. To pick up and responsibly dispose of any doggie doos left by dogs at the holiday premises and hose down the area after picking up.
- 5. To treat your dog/s for fleas and ticks prior to your stay at the holiday premises; and
- 6. That your dog/s' vaccinations are current. We may ask you to provide a copy of your dog/s' vaccination records at time of booking. (Dogs need C5 and cats need F4.)

We will not allow dogs on the holiday premises that are:

- Vicious;
- 2. Excessive barkers (although we do understand that dogs bark from time to time); and/or
- 3. "Dangerous dogs" as defined in section 5 of the Companion Animals Act 1998.

You are responsible for your pet at ALL TIMES. You are in a prime residential area with the usual council laws against barking dogs. Dogs may be left unattended in the back yard only if you can ensure they do not bark, therefore not exceeding council laws and the body corporate regulations and not disturbing the neighbours.

Only well behaved and supervised pets are allowed inside the holiday premises; and

PETS ARE NOT PERMITTED ON FURNITURE OR BEDS. YOU WILL BE CHARGED ADDITIONAL PROFESSIONAL CLEANING FEES FOR FURNITURE. THERE WILL BE A COMPLETE REPLACEMENT FEE OF LINEN IF SOILED BY PETS.

Unfortunately, the red soil of Mildura can leave permanent marks.

Pets are not to be locked inside if you are away from the holiday premises from time to time.

Additional Charges

Where you have incurred additional charges that exceed any bond you have paid or charged to a credit card (if you have supplied one), you authorise us to invoice you for this damage and you agree to pay the amount charged within 7 days or to provide a detailed explanation for our consideration. Failure to pay the amount owing, unless we consent, will result in legal action. We are reasonable and open to discussion, but not abuse, and if abusive texts/emails or any communication is received administration time will be charged to deal with this. As stated, most people are fantastic but a few abusive customers have made this necessary to incorporate into our terms and conditions.

Charges will be imposed if the accommodation is left in an unreasonable condition, e.g.:



- Dirty dishes, pots and glassware not washed and put in cupboards. Burnt or damaged kitchenware.
- Rubbish not sorted, removed and disposed of in the outside bins (and any excess rubbish removed from the property)
- Soiled or stained bed covers, rugs, upholstery etc.
- Lost or damaged remote controls, Misplaced keys
- Animal mess/hair being left
- Furniture not being moved back to its original position
- Property is damaged
- Contents are missing or damaged
- Your Tariff is inclusive of part payment towards the standard clean. Extra will be charged for marks on walls/glass, carpets, furniture, linen etc. Any breakages or damage to the accommodation, its fittings or facilities will be charged to the Guest at replacement/repair cost plus 10%.

Nothing in this agreement compromises our right to issue legal proceedings in Victoria or elsewhere at our discretion, seeking damages and/or any claim, which may arise by reason of the negligence and/or wilful damage of the guests and/or their invitees.

We (or our agents) may enter the property at any time to inspect the property and the nature of the occupancy. In the event of these terms being breached, we (or our agents) may do whatever is reasonable to enforce the eviction of any Guest and removal of Guest property. This includes people visiting the property during your stay. No refund will be given for early or unscheduled departure.

Variations to these conditions may only be made by prior arrangements with the owner in writing by email.

At times the cleaner may have to access the apartment; notice will be given prior to the visit where feasible time permits. At times of extreme heat, the cleaner may have to make a short visit to water the garden and we thank you for your understanding.

By booking Shamore Apartments YOU AGREE to be bound by these terms and conditions and accept full responsibility for yourself as well as any guests, children, dogs and visitors at the premises during your stay.

A payment of rental deposit and or payment in full constitute the client's acceptance of these terms and conditions.

Contact: Shamore Apartments Manager bookings@shamoreapartments.com.au

Urgent matters call: 0418 320 013 (note availability is not 24/7)

Things to note about the apartments for your stay.

Please do not change the sensor / security lights at the front from coming on for a brief time.

Remember for security keep the back gate locked and the garage closed.

Please read the A/C notes carefully and adhere to the running procedures for the best cooling and heating.

If internet is provided note large uploads or downloads may cause the modem not to work. If the internet is not working, please turn off the modem and leave for 5 mins and then turn back on. We are not available on call to fix Internet issues, so if you continue to experience trouble please send an email explaining in detail the issue to bookings@shamoreapartments.com.au

and we will endeavour to have it looked at as soon as we are able. This is a new NBN service and we are hoping it provides good service for you. Please email us at the end of your stay so we can monitor how this provider is performing.