

## Important information and agreement for guests booking and staying at Selby Cottage.

Contacts:

James Barker (“the host”)

Selby Cottage\* (ABN 88 956 166 977)

Address: 151 Marks Point Rd, Marks Point NSW 2280

Phone: 0400 227 537 (or Charlotte: 0416 217 633).

Email: [info@selbycottage.com.au](mailto:info@selbycottage.com.au)

Website: [www.selbycottage.com.au](http://www.selbycottage.com.au)

Selby Cottage is a trademark owned by the host.

All emergencies: Police, Ambulance and Fire: 000.

Belmont Police: 02 4922 8899.

Belmont Fire and Rescue Station: 02 4922 8899.

Hospital: Belmont Hospital - 16 Croudace Bay Road, BELMONT NSW 2280. Phone: (02) 4923 2000.

24-hour GP services: visit or call Belmont Hospital.

24-hour Plumbing Services: Ausco – Phone: 02 4958 6555. Mobile: 0418 617 090.

24-hour Electrical Services\*: O'Brien Electrical Lake Macquarie. – Phone (02) 4953 6656.

\*Power interruption: the meter box is on the back right-hand side of the cottage. Just switch on the main power again if it turns off. Please be careful and contact the host or electrician if you feel unsafe. The host and Selby Cottage recommend that all care be taken when dealing with any electrical problem and err on the side of caution. In addition, there are torches in the bedroom, under the sink and in the TV room.

Terms and conditions and information for a short term stay at Selby Cottage:

1. These terms and conditions and information for a short-term stay at Selby Cottage and any additional information supplied by Selby Cottage form the agreement between the host, Selby Cottage and each of the guests. By booking accommodation at Selby cottage, the guests jointly and severally are deemed to have accepted these terms and conditions of the agreement. Any guests under 18 years of age must be accompanied by their parent(s) or guardian(s) while at the property. The relevant parent(s) or guardian(s) agree that each person under 18 years of age will be bound by this agreement and accept these terms and conditions on their children(s)' or ward(s)' behalf. Only people aged over 18 years of age may place any booking. If one guest makes the booking on behalf of several guests, then the guest making the booking warrants and agrees that they will be primarily responsible for the compliance of each guest and will ensure that each guest separately agrees and will comply with the terms and conditions of this agreement as if they are the person making the booking personally.
2. Definitions:
  - (a) “guests” means the person or people who are booked to stay at Selby Cottage.
  - (b) “Loss” means all direct or indirect losses, fines, penalties, damages, injuries, deaths, and costs (including legal fees), whether imposed or available under contract, tort, common law, statutory law or any other legal theory, including the tort of negligence.

- (c) "visitors" means a person or people invited by the guests to visit (but not sleep) at Selby Cottage.
3. No pets are allowed unless otherwise permitted by the host at his absolute discretion. If the host allows pets, the following terms and conditions apply:
- (a) Any pet(s) must not be allowed in the cottage but can be bedded on the veranda. The pet(s) are permitted to only be in the house while travelling from the front door immediately to the veranda.
- (b) Any pet(s) must not cause excessive noise or bother any of the neighbours, or the guests will be asked to leave by the Host at his absolute discretion and will be up for the total rate of fees for the booking, even if the guests are required to leave early.
- (c) The guests must clean up any mess caused by the pet(s) and replace any items (at the guests' cost) that are damaged by the guests' pet(s), including but not limited to any carpets, bed linen and furniture or any other property of the host or the host's neighbours.
- (d) If the pet(s) cause any adverse smells, including but not limited to odours caused by urine or excrement, then extra cleaning costs will apply and be payable immediately on demand.
- (e) The guests are fully responsible for their pet and any acts of the guests' pet(s) in connection with or related to their stay at Selby Cottage, including ensuring they are suitably restrained and will not cause harm to any person.
- (f) The guests acknowledge and agree there are no facilities provided for any pet(s), including bowls, bedding etc., which will be the guests' responsibility.
4. There is a minimum stay requirement of two nights, and different rates may apply on weekends, Fridays, Saturdays, Sundays, public holidays or in the case of any special events. Blackout periods may apply.
5. WiFi services may be made available at Selby Cottage via third-party service providers. The host and Selby Cottage do not guarantee that these services will be available at all times, uninterrupted, or usable in connection with any of the guests' devices. The guests agree that they will not use the WiFi services to download or transmit any illegal or objectionable content.
6. Check-in time is 2 pm to 6 pm and check-out time is before noon. There is no formal check-in process. If guests cannot make the check out time, they agree to contact the host before 6 pm on their first day of their scheduled stay. Please call the host prior to arriving. On arrival, walk down the left-hand side of the house along the footpath. If it is dark, there is a button that guests can push next to the left-hand side of the garage, which will light up bollards down to the cottage for approximately seven minutes. There is also the same switch at the base of the steps next to the cottage. There is a gate on the left-hand side, just past the garage; press the button where there is a keyhole to access the property and walk down towards the cottage next to the water. **PLEASE NOTE THAT THERE ARE SEVERAL STEPS TO THE COTTAGE. IF YOU HAVE ANY MOBILITY ISSUES, IT WOULD NOT BE PRUDENT TO BOOK THE COTTAGE.**
7. Car parking is available for one car at top of the property for guests. Additional vehicles may be parked on the street. The host is not responsible for any damage to or security of the vehicle or the contents contained within while located at Selby Cottage.
8. Selby Cottage has one queen size bed for two people. A pull-out double sofa bed can be used for an additional two people at a charge of \$35 per person per day. Children under 7 years of age will not be charged an additional fee. If additional accommodation is required, other than where there are two people staying in the bedroom, contact the host directly at least 48 hours before arriving.

9. A cancellation fee applies if a booking is cancelled by the guest as follows based on the first date the guests are scheduled to stay:
  - (a) 50% of the booking fee applies if the accommodation is cancelled between 7 and 30 days inclusive prior to the first date; and
  - (b) 100% of the booking fee applies if the accommodation is cancelled by the guests less than 7 days prior to the first date.
10. The guests agree that the cancellation fee is a fair and reasonable amount payable due to the potential revenue lost by the host and Selby Cottage.
11. Guests warrant and agree that they are not and have never been placed on any exclusion register as a guest of any short-term rental accommodation in New South Wales.
12. Nothing in these terms and conditions, limits, excludes, or alters, or purports to limit, exclude, or alter the consumer guarantees as set out in the Australian Consumer Law under the *Competition and Consumer Act 2010 (Cth)*, unless legally permissible, in which case the host and Selby Cottage limit their liability to the maximum extent permitted by law.
13. To the maximum extent permitted by law, the host and Selby Cottage:
  - (a) are not responsible if the accommodation is unavailable or cancelled at any stage by the host or Selby Cottage (even if the booking is accepted) due to reasons beyond the host's or Selby Cottage's reasonable control, including but not limited to, acts of god, floods, fire, health and other restrictions imposed by government authorities (such as to control epidemics or pandemics), or for any double bookings because of the use of third-party booking services or other mechanical or technical difficulties. If the accommodation is declared unavailable or cancelled at any stage by the host, then the guests will be offered a full refund for any money already paid by the guest, less any money paid for time spent at the property by the guests prior to the cancellation on a pro-rata basis. To the extent permitted by law, the host and Selby Cottage are not responsible for any additional costs, including but not limited to, the cost of alternative accommodation or any associated travel costs;
  - (b) are not responsible for and exclude all liability for any Loss that arises in relation to or in connection with the guests' stay at Selby Cottage or any of the guest's visitors or pet(s);
  - (c) are not liable to the guests for any claim for:
    - (i) loss of profit or anticipated profit;
    - (ii) loss of savings on costs, expenses or overheads;
    - (iii) loss arising from any breach by the guest of any contract between the guest or another third party;
    - (iv) loss of goodwill or damage to reputation;
    - (v) loss arising from business interruption;
    - (vi) consequential, special or indirect loss; or
    - (vii) any other financial or economic loss or any other loss or damage, whether or not in the reasonable contemplation of the either party at the time of the commencement of this agreement.
14. Guests indemnify and will continue to indemnify the host and Selby Cottage against any Loss reasonably claimed by the host, Selby Cottage or any third party (including the host's neighbours) as a result of or in connection with the guests' stay at Selby Cottage, a breach of these terms and conditions by any of the guests, or the acts or omissions of any of the guests, or any pet(s) or visitors of the guests, including to but not limited to any person or property located at Selby Cottage, except to the extent where the Loss is

directly caused by the wilful or negligent act or omission of the host, in which case the guests' responsibility to indemnify the host will reduce proportionally according to the host's responsibility for the Loss.

15. To the maximum extent permitted by law, the host or Selby Cottage will not be responsible for the personal property of guests, including but not limited to, the security of the personal property, or any personal property which is stolen, tampered with or damaged in any way.
16. The guests must follow all reasonable directions from the host. The host will not tolerate any violence, illegal behaviour, damage to Selby Cottage or contents contained within (other than fair wear and tear), loud noise (which is intolerable to either the host or neighbours), any other unruly behaviour that disrupts the peace and quiet of the host or any neighbouring property, or any breach of these terms and conditions of this agreement by the guests. In the event this occurs, then the guests agree that the host is entitled to request all of the guests leave the property immediately and contact the police (if required by the host). To the extent permitted by law, if guests are asked to leave as a result of breach of this clause 16, then they will not be entitled to any compensation.
17. The host may grant permission to use a vessel available at the property in his absolute discretion. The usage of the vessel is subject to execution of a legal release and indemnity by each of the guests, or parent or guardian if any guests under 18 years of age.
18. The rights and obligations of the guests under this agreement are personal. They cannot be assigned, encumbered, or otherwise dealt with and the guest may not attempt to do so without the prior written consent of the host or Selby Cottage. The host and Selby Cottage may assign its right and obligations to a third party by giving guests written notice.
19. This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this agreement.
20. To the maximum extent permitted by law, this agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement and contains all the representations, warranties and agreements of the parties, and supersedes all prior negotiations, contracts, arrangements, understandings and agreements in relation to the subject matter hereof.
21. Any amendment or variation to the terms of this agreement has no force or effect unless effected in writing and executed by the parties.
22. The rights and obligations of the parties will not merge on the completion of any transaction contemplated by this agreement.
23. If any provision of this agreement is found to be void, voidable or unenforceable, it is to be severed from these terms and conditions without affecting the validity or enforceability of the remaining provisions of this agreement.
24. No waiver of any of these terms and conditions of this agreement (or any breach of a provision of those terms and conditions) is valid or binding on the party granting that waiver unless made in writing and signed by that party.
25. Each party agrees to do everything necessary to give full effect to these terms and conditions of the agreement and the transactions contemplated in them.

26. The New South Wales Short Term Rental Code of Conduct (“the NSW Code”) applies to the supply of short term rental accommodation in NSW, including but limited to the following reproduced sections 2.4 and 2.5. These terms and conditions should be read in conjunction with the NSW Code. If there are any inconsistencies between the terms and conditions of this agreement and the NSW Code, then NSW Code will apply. For a full copy of the NSW Code visit:

[https://www.fairtrading.nsw.gov.au/\\_\\_data/assets/pdf\\_file/0012/925788/Code-of-Conduct-for-the-Short-term-Rental-Accommodation-Industry.pdf](https://www.fairtrading.nsw.gov.au/__data/assets/pdf_file/0012/925788/Code-of-Conduct-for-the-Short-term-Rental-Accommodation-Industry.pdf)

## **2.4 Hosts**

### **Hosts to act lawfully**

2.4.1 A host must not engage in conduct relevant to their capacity as a host that contravenes:

- (a) the criminal law.
- (b) planning laws (including any obligation to register on a register of short term rental accommodation premises) or by-laws (if the premises are in a strata or community scheme) that apply to the premises.

### **Obligations to guests and others**

2.4.2 A host must provide the short-term rental accommodation premises in a state that is consistent with any representations made when advertising or listing the premises for rent, or otherwise in communications made to guests.

2.4.3 A host must hold insurance that covers their liability for third party injuries and death on short-term rental accommodation premises. This insurance must be valid for the occupancy period.

2.4.4 A host, or the host’s authorised representative, must be contactable within ordinary hours to manage guests, the premises, neighbourhood complaints and other issues related to use of the premises.

2.4.5 A host, or the host’s authorised representative, must be contactable outside ordinary hours to deal with emergencies.

### **Information for guests**

2.4.6 A host must give guests the contact details of:

- (a) the host or the host’s authorised representative
- (b) an emergency electrical service provider
- (c) an emergency plumbing service provider
- (d) Australian emergency services.

2.4.7 A host must provide guests with an electronic or hard copy of this code and any by-laws that apply to the premises or the common property of any strata or community scheme in which the premises are situated.

### **Obligations to neighbours**

2.4.8 A host must take reasonable steps to ensure guests comply with their obligations in sections 2.5.2 and 2.5.8 of the code.

2.4.9 A host must give the owners corporation or the community association for the strata or community scheme in which the premises are located (if applicable), and the occupants of residential premises directly neighbouring the premises the following information:

- (a) that the host is using the premises for the purposes of offering short-term rental accommodation arrangements on the premises; and
- (b) the contact details of the host or an authorised representative.

2.4.10 A host who is contacted by the owners corporation or the community association for the strata or community scheme in which the premises are located (if applicable), or neighbours or guests of the premises, must take reasonable steps to address any concerns raised about potential contraventions of the code in a timely manner.

## **Premises register**

2.4.11 On and from the day that registration on the premises register becomes mandatory under planning laws, before advertising or offering premises for the purposes of entering into short-term rental accommodation arrangements, a host must ensure that the host and the premises are registered on the premises register. This section is an offence provision under section 54C of the Act. **Exclusion register**

2.4.12 A host must not offer premises for the purposes of entering into short-term rental accommodation arrangements if the host is recorded on the exclusion register as being prohibited entirely from acting as a host for short term rental accommodation.

This section is an offence provision under section 54C of the Act.

2.4.13 A host must not offer premises for the purposes of entering into short-term rental accommodation arrangements if the premises are recorded on the exclusion register as an excluded premises with respect to the host.

This section is an offence provision under section 54C of the Act.

2.4.14 A host must not enter into a short-term rental accommodation arrangement with a guest if the details of the guest match the details of a person recorded on the exclusion register as an excluded guest.

This section is an offence provision under section 54C of the Act.

## 2.5 Guests

### Guests to act lawfully

2.5.1 A guest must not engage in conduct in their capacity as a guest that contravenes:

- (a) the criminal law.
- (b) planning laws or by-laws (if the premises are in a strata or community scheme) that apply to the premises.
- (c) the terms of a short-term rental accommodation arrangement for the premises.

### Obligations to neighbours

2.5.2 A guest must not at any time during the occupancy period:

- (a) create noise that because of its level, nature, character, or quality, or the time it is made, is likely to harm, offend, or unreasonably disrupt or interfere with the peace and comfort of neighbours and other occupants of the premises.
- (b) act in a violent or threatening manner towards neighbours or other occupants of the premises.
- (c) act in a manner that could reasonably be expected to cause alarm or distress to neighbours and other occupants of the premises.
- (d) use or enjoy the premises in a manner, or for a purpose, that interferes unreasonably with the use or enjoyment of common property by neighbours and other occupants of the premises in a strata or community scheme.
- (e) intentionally, recklessly or negligently cause damage to premises, any common property or any other communal facilities within the immediate vicinity of the premises, or any public property in the vicinity of the premises.
- (f) intentionally, recklessly or negligently damage the personal property of neighbours of the premises or other occupants of a strata or community scheme.

This section is an offence provision under section 54C of the Act.

2.5.3 The Commissioner may issue guidelines about what may or may not be appropriate conduct under section 2.5.2 of the code.

2.5.4 A guest must not copy, or knowingly retain after the end of the occupancy period, any keys, security passes or other instrument that facilitates access to the premises.

This is an offence provision under section 54C of the Act.

### Responsibilities to hosts

2.5.5 A guest must take reasonable care of the host's premises and the host's property at the premises.

2.5.6 A guest must notify the host or the host's representative of any dispute or complaint about a guest's or visitor's behaviour as soon as possible after the dispute or complaint arises.

This section is an offence provision under section 54C of the Act.

**Exclusion register**

2.5.7 A guest who is recorded on the exclusion register is prohibited from entering into any short-term rental accommodation arrangements as a guest.

This section is an offence provision under section 54C of the Act.

**Guests responsible for conduct of visitors**

2.5.8 A guest is responsible for the actions of visitors they invite onto the premises during the occupancy period and must ensure visitors to the premises comply with section 2.5.2 of this code as if they were a guest on the premises.