

Beach House 3 VUE Byron Bay

TENANCY AGREEMENT

Anthony Harris Mob: 0412 297 963
Sue Harris Mob: 0412 325 713
Email: vue3@bigpond.net.au

This Agreement is made on the..... Day of 20.....

BETWEEN: Beach House 3 VUE Byron Bay (**Anthony Harris as "Landlord"**)

Of: **PO Box 159, Seaforth NSW 2092**

AND: (Please nominate all tenants).....
..... (**As tenant**)

Of:

Email: **Phone:** **Mob:**

- 1. The Landlord operates Beach House 3 VUE Byron Bay situate **22 Mahogany Drive, Byron Bay.**
- 2. The Tenant wants to rent Beach House 3 VUE Byron Bay.
- 3. The parties agree to lease Beach House 3 VUE Byron Bay on the following terms and conditions:-

(a) Term: **nights** **Arrive:** **Depart:**

(b) Occupants: **Adults:** **Children:**

(c) Rent - The rental amount of for the term shall be paid:

(i) As to \$ (50% of total rental) on acceptance of the booking and on signing this agreement.

(ii) As to \$ (Balance 50% of total rental) within fourteen (14) days prior to taking up occupation.

The rental shall be paid by **cash, cheque** or such other method acceptable to the Landlord. (NB: All credit card, bank charges and/or PayPal or Paymate charges for transfer of local or foreign currency are to be borne by the tenant).

Damage Deposit. Please provide your credit card detail as follows:

Name:..... **Type of Card:**.....

Credit card No:..... **Exp Date:**.....

Your Credit card will only be debited in the case of damage, excessive cleaning, or disposal of excess rubbish which is charged by the cleaner. (See terms and conditions)

THE TENANT UNDERSTANDS AND AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF HOLIDAY LETTING THE ABOVE PROPERTY:-

- 1. The Premises are fully furnished including the supply of linen, towels and beach towels.
- 2. A deposit of fifty percent (50%) is required of the total rent due immediately upon making the booking. A **damage deposit of \$1000.00** is also authorised by credit card authority herein enclosed, which will be activated if required (refer to point 13).
- 3. Final payments are due in full by cash or cheque (**14 fourteen days**) prior to occupancy.
- 4. **CHECK-IN TIME IS AFTER 2.00 PM. CHECK OUT TIME IS BEFORE 10.00 AM.**
- 5. The deposit is accepted on the basis of the current rental and conditions for the premises and is subject to any increase in rental or conditions as may be notified by the Landlord or his Agent prior to

the commencement of letting. (Every reasonable endeavour will be made to offer alternative accommodation should this occur).

6. No smoking is allowed inside the Premises.
7. Under no circumstances are animals allowed on or inside the premises.
8. Parties or group gatherings outside of the nominated tenants are not allowed. VUE Byron Bay is a residential complex, located in a residential area, and the neighbours are permanent residents. Therefore, parties or gatherings of people outside the nominated tenants are not permitted out of respect for our neighbours.
9. **A curfew on music and loud noise is imposed after 10.00pm.** You must respect the peace and quiet of the neighbours that live in the Mahogany Drive precinct. A warning following a noise complaint will be given. Any further complaints may result in a notification to vacate the premises immediately with no refund given. The Police in Byron Bay show no tolerance to loud music or noise and act quickly from complaints from neighbours. Please be conscious of this.
10. **The Holiday Letting Organisation of Byron** enforce the curfew on loud music and if called to request that the tenant in this agreement is asked to turn down the music, the tenant authorises the \$100.00 charge out fee to be debited to the credit card nominated in this agreement. After one warning for noise by the Holiday Letting Organisation tenants will be evicted with no refunds.
11. If the tenant has a problem with loud music from a neighbouring property you can call the Holiday Letting Security Hotline on 02-6626 6888.
12. In the case of a telephone, web or postal booking, the Landlord and Tenant acknowledge that any description of the premises is made in good faith and accepts no responsibility for any misdescription or misrepresentation that may be incorrectly interpreted by the tenant after the booking has been made.
13. Breakages, damage, lost keys, lost auto door controls, extra cleaning costs or excess rubbish removal costs are to be replaced and/or paid for by the tenant out of monies deducted from the credit card bond authorised herein. **In particular, care should be taken to prevent marks/damage to all table surfaces – place mats and table cloths are supplied. A plastic cloth is provided for the use of tenants with young children. Resurfacing/repair costs will be charged if damage occurs.**

The tenant authorises the Landlord or Agent to process and deduct the applicable charges through their credit card merchant facilities. Upon vacating the Premises please inform the Landlord, or leave a note for the cleaner, of any breakages or damage done, so the affected items may be replaced immediately.
14. No responsibility is taken by the Agent or the Owner for Tenant's personal property that may be lost or stolen. We recommend that the premises should always be locked when going out.
15. The Premises are available on the condition that it will accommodate a maximum of eight **(8) people**. Children under the age of two (2) are excluded from this condition. The person whose name is noted in the Tenancy Agreement is solely responsible for the period of tenancy and number of persons stated and any damage done to the premises or extra costs charged to the landlord.
16. The nominated tenants are the only people allowed to occupy the premises. If other parties are found to be residing in Beach House 3 that are not the nominated tenants in this agreement they will be evicted immediately. If alternative parties are found to be in occupancy other than the nominated tenants in this agreement they will be evicted and the rent paid by the tenants in this agreement that are not in occupancy will be forfeited.
17. Refunds following cancellation are only available if the Landlord is notified four weeks (28 days) prior to the commencement of the booking and the Landlord is able to secure a further booking. A booking fee of one hundred dollars (\$100.00) shall be deducted. Should the booking be cancelled within four weeks (28 days) of the booking date, the Landlord reserves the right to retain all deposit moneys held.

18. The Tenant and their invitees shall immediately vacate the premises upon notice by the Landlord or their Agent of their breach of Clauses 7, 8, 9, 10, 15 and 16 and the Tenant acknowledges that these are essential clauses in this Agreement.
19. The facilities of the Oasis Resort are available for use of Vue tenants, however no responsibility is taken by the Landlord, or recompense offered, should these facilities not be available for whatever reason, such as repair works, maintenance, etc.

I/We the undersigned have read and understand the terms and conditions of this Tenancy Agreement and agree to those terms and conditions.

Signed by the said TENANT

**Signed for and on behalf of the
Landlord of Beach House 3 VUE Byron Bay**

Please print out, sign, and return by fax to 02-9907 8345.

Payment can be made directly to our bank account, details as follows:

A.W. Harris Vue Account

NAB BSB 082 401

Account no. 87206 0342

Also, please complete the credit card details section to ensure that the bond is covered.