

API Leisure & Lifestyle

Holiday Property Terms & Conditions

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We hope you have a delightful holiday. We strive to keep the costs of holidays in API Leisure & Lifestyle (API) properties as low as possible to enable you to enjoy exceptional holidays at below market rates. We are sure you understand these Terms & Conditions are basic courtesies designed to achieve this objective.

When you make a booking at an API Property, it is understood you have read and agreed to the following Terms & Conditions: -

COVID-19

1. To enable you to book an API Holiday Home with confidence, API will refund the full amount of your booking fee if, subsequent to the booking being made:
 - a. the State or Federal Government precludes travel from your residential address to the API Holiday Home, for the period of your booking.
 - b. the State or Federal Government mandates you will have to quarantine for a period in excess of 72 hours on arrival or return to your home State.
 - c. cancellation of a booking for any other reason will be deemed to be a voluntary decision. Please see item 6 below.

Prior to your stay

2. We encourage guests to purchase travel insurance to cover any unforeseen circumstances.
3. Bookings require a deposit of at least 30% to be paid at the time of booking. The balance of 70% being paid no later than sixty (60) days prior to the first day of occupancy. For stays booked less than sixty (60) days ahead, payment in full is due at the time of booking.
4. If the balance is not paid by the due date, we may assume you have decided to cancel the booking. See item 6 for applicable fees.
5. While API will endeavour to make available a requested unit, API reserves the right to allocate another unit or decline the request. Generally, changes will not be made unless it is for repairs, maintenance or due to unforeseen circumstances.
6. Cancellation fees are applicable to each dwelling booked. You agree to pay the respective fee below should you decide to cancel a booking, when the cancellation date is:
 - a. more than 60 days prior to the tenancy, \$50.
 - b. less than 60 days but more than 42 days prior to tenancy commencement: 25% of the total booking fee.
 - c. Less than 42 days but more than 21 days prior to the tenancy commencement: 50% of the total booking fee.
 - d. less than 21 days prior to the tenancy commencement: forfeit 100% of the total booking fee.
7. Bookings are NOT transferable to anyone else, and subletting is NOT permitted. The person who makes the booking must be present at the unit throughout the full occupancy period.
8. **Check-in time:** From 2.00pm on the day of arrival.
9. **Check-out time:** No later than 10.00am. Please ensure you have departed from the unit and any vehicles have been removed from the garage/carport or driveway by no later than 10.00am.
10. No more than the number of adults and children indicated at the time of booking are permitted to occupy the unit.
11. While we understand your pets are very important, please make other arrangements for them during your stay. Pets are **NOT PERMITTED** at API holiday home sites. This also applies to the pets of any visitors you may have. Registered Service animals specifically trained to aid a person, are welcome by prior arrangement.

During your stay

12. Please report all breakages and any damage immediately. This will enable management to repair and/or replace items in a timely manner for both you and future guests. Damaged or soiled items may be replaced at your expense.
13. Please ensure all occupants act reasonably/responsibly as you are responsible for them and for any damage they cause.
14. Please ensure any visitors are accompanied at all times, and the visitors have departed from the premises by 10.00pm.
15. All API accommodation is strictly **Non-Smoking, anywhere in the building or on the grounds of the facility**. If API reasonably believes smoking has occurred inside the unit, you agree to pay a fee of up to \$1,000 to cover the cost of cleaning carpets, curtains, washing walls and floors etc. to ensure the property is odour free for the next guest. If the unit cannot be made available in time for the next guest, you also agree to pay the cost of booking the facility until the facility can be reasonably let to another guest.
16. Please be very considerate towards other tenants, or residents in adjoining properties. To assist in this objective, please ensure music and/or any other noise cannot be heard outside the unit at any time.
17. We respect your right to engage in ball games, running, shouting and boisterous games. We ask you to respect they do not take place anywhere within or on API properties.
18. Where a swimming pool is available, we welcome you to enjoy the pool facilities. Please note and adhere to the rules displayed at the pool gates and in the compendium in your room, including access times and the need for a parent to accompany minors at all times.
19. Where linen is provided, please do not remove from the unit, to save yourself being obliged to pay additional fees. The towels are provided for bathroom purposes only and must not be used at the beach or pool or outside the unit.
20. API reserves the right to access units to attend for maintenance issues as may be required.

21. If you seek assistance from the Manager/Caretaker for something reasonably within your control, you agree to pay the call-out fee applicable for the Manager/Caretaker attending the unit.
22. Vehicle parking is for one vehicle for the registered occupant only. Any vehicle is parked at the owner's risk. API does not accept liability for any vehicle incidents whatsoever, which occur while parked or travelling on or near the property. Vehicles must not be left on the premises after the booking period has finished. Please note that vehicles left on the premises after the booking period has ended may be removed at the owner's expense.
23. Where coin-operated machines are provided, please use the facility genuinely, and as intended. We are sure you will understand any act related to, or attempting not to pay the scheduled fees, or retrieve money from the machine contravenes Australian Law and may result in legal action.
24. Please ensure sporting footwear incorporating cleats or studs or similar, is not worn anywhere inside the units.
25. Please be mindful of protecting your belongings by locking your unit when unattended and at night before going to bed.

On Departure

26. Please ensure rubbish has been placed in the external bins.
27. Please make sure the floors have been swept and/or vacuumed, and if necessary, mopped.
28. Please check all the cutlery and crockery has been washed, dried and put away, this includes emptying dishwashers (where applicable), and the oven is clean.
29. Please remember to leave the premises in a neat and clean condition as there is a very short window of time for the cleaners to be able to prepare the units for the next guests. We are sure you understand, if anyone departs late, or there is excess cleaning to be undertaken, or time required to return items removed for any reason, the costs will have to be passed to the registered occupant.
30. If linen has been provided, please place all used towels in the bathroom.
31. **Check-out time:** No later than 10.00am. Please ensure you have departed from the unit and any vehicles have been removed from the garage/carport or driveway by no later than 10.00am.

Cancellation by API Leisure & Lifestyle

1. API Leisure & Lifestyle reserves the right to cancel any reservation before or during your stay. Should this occur API Leisure & Lifestyle will either provide a full refund of your stay or for the remainder of your stay, move you to an alternative unit or townhouse if available, at API's determination.
2. API Leisure & Lifestyle reserves the right to not accept, or to cancel, a booking without cause.
3. **If damages occur and/or any of these Terms & Conditions are breached, you may be asked to leave immediately. In this case, no refund will be provided, and you will be charged fees to cover any damages, cleaning, restoration or a period in which the unit is not available to lease to others.**
4. The Managers/Caretakers are authorised to ensure all occupants and guests comply with these Terms & Conditions.

Direct Debit Service Agreement

5. Our commitment to you is API Leisure & Lifestyle will:
 - a. arrange for funds to be debited from your nominated credit card as authorised in the BPoint payment gateway provided by the Commonwealth Bank of Australia and in accordance with the schedule.
 - b. ensure you will only be liable for the debit of the deposit and/or balance fees made in accordance with this API Holiday Property booking.
 - c. give you at least 10 days' notice of any changes we propose to make to these debiting arrangements.
 - d. take care not to disclose information relating to your direct debit request except for processing a debit or dealing with a disputed transaction, or if we are required by law to disclose the information. We may disclose such information to our financial institution in connection with a claim made relating to an alleged incorrect or wrongful debit.
6. It is your responsibility to:
 - a. ensure all account holders on the nominated account agree to the debiting arrangement.
 - b. notify us if the nominated credit card is cancelled or closed, or if the credit card details change.
 - c. ensure there are sufficient funds to meet each debit on its due date.
 - d. note if a debit is returned unpaid by your financial institution you may be liable for dishonour fees charged by that financial institution and a fee charged by us.
 - e. note if a debit is returned unpaid by your financial institution your booking may be forfeited.
 - f. note that API services use an internet technology called Secure Sockets Layer (SSL) utilising 128-bit encryption to reduce the likelihood of a third-party reading information while it is in transit on the internet. The user's browser may choose a lower level of encryption. The sensitivity of any information should be considered before hitting the Submit button.
7. Your rights include:
 - a. You may stop any debit or cancel the Direct Debit Request with us and such request may be directed to us or your financial institution.
 - b. Either you or API may cancel the direct debit arrangements with us by giving at least 10 working days' written notice. Only an alternative method of payment acceptable to API can be adopted if you wish to continue with the booking.
 - c. When you consider that a debit has been initiated incorrectly, you should contact API. We will then investigate your query and:
 - if we find that your credit card account has been incorrectly debited, we will notify you and we will arrange for your financial institution to adjust your account.
 - if we find that your credit card account has not been incorrectly debited, we will tell you why.
 - if you are dissatisfied with our finding, you can still refer the query to your financial institution, which may lodge a claim on your behalf.