

GENERAL CONDITIONS FOR SUSSEX HOUSE

In this agreement and in these general conditions unless contrary to or inconsistent with the context: **Credit Card** means credit card specified in the schedule or such other credit card as the Credit Card Holder supplies to the Owner from time to time; **Credit Card Holder** means the Customer or if there is more than one Customer the Customer who is the holder of the Credit Card; **End Date** means the day described in the schedule as the End Date; **Equipment** means all the fixtures fittings furniture and other chattels situate in or about Sussex House; **Owner** includes the Owner's successors and assigns; **Price** means amount described in the schedule as the Price; **schedule** means the schedule to this agreement; **Start Date** means the day described in the schedule as the Start Date; **Sussex House** means the residential premises situate at 71 Ford Road Busselton and the Equipment; **Term** means the period starting not before 2 pm on the Start Date and ending at 10 am on the End Date; **Customer, you, your** means the person or persons specified in the schedule as the Customer; **we, us, our** means the Owner; **taxable supply, tax invoice consideration, GST and supply** have the meanings given to those expressions in the *A New Tax System (Goods and Services Tax) Act 1999*. You promise to us that: you will pay the deposit specified in the schedule on or before the date of this agreement; you will pay the balance of the Price at least 30 days before the Start Date or on the date of this agreement whichever is the later date; you are strictly liable for all damage to or loss of Sussex House or any part thereof and will pay the reasonable cost of repairing any such damage or replacing Equipment (as we determine) upon demand by us; you are responsible for the email address and the mobile telephone specified in the schedule as your email address and mobile telephone, that email address and telephone number exist and are functioning and you will inform us of any change thereto or if they or any of them are cancelled or cease to exist; upon the expiration of the Term you will deliver up to us Sussex House in the same condition it was in when you took possession thereof; if you breach the no smoking ban, you will pay to us liquidated damages to fumigate Sussex House in the sum of \$200. This amount does not cover any damage to Sussex House not remedied by fumigation; you will keep Sussex House in a neat and tidy condition and conduct yourselves with reasonable propriety so as to not disturb the peaceful enjoyment of your neighbours; you will return the keys to Sussex House to us on the End Date. If for any reason the keys are not so returned you will pay us the reasonable cost of replacing the keys and all attendances in that regard at the rate of \$90 per hour; If you or a guest is locked out of the property and need to gain entry you will pay us a call out fee of \$50 between 9am and 5pm and \$150 between 5pm and 9am; if the house is left unattended at any time you will activate the security alarm; you will not start a fire on or about Sussex House; at least 30 days before the Start Date or on the date of this agreement whichever is the later date, you will pay to us the sum of money described in the schedule as Security Bond or if there is no such amount, \$1,000 as security for your obligations under this agreement. If we have no claim on this amount, we promise to repay it or the balance owing to you within 14 days of the End Date; In addition to the Price you promise to pay us all costs and expenses incurred by us or for which we become liable (including without limitation all legal costs and disbursements) of, concerning, arising out of or in any way relating to: (i) the exercise by us of our rights under this agreement; (ii) any default by you; and (iii) any enforcement of this agreement or any security given by or pursuant to this agreement (including without limitation the costs of any court action) payable immediately, such costs and expenses to include all costs except so far as they are of an unreasonable amount or have been unreasonably incurred so that subject to the above exceptions we will be completely indemnified by you for our said costs and expenses. You irrevocably authorise us by our servants and agents to enter upon and inspect Sussex House during the Term without notice during business hours and to enter upon Sussex House in any case of emergency. The Credit Card Holder irrevocably authorises us to: (a) pre-authorise a charge to the Credit Card to cover any money that may become owing under this agreement. This means that the credit limit on the Credit Card will be reduced by the amount pre-authorised; (b) charge to the Credit Card all money owing by the Customer to the Owner under this agreement; (c) charge to the Credit Card an estimate of money owing based on the likely cost of effecting any repair or replacement to Sussex House that is the responsibility of the Customer. The Owner must refund any excess if the actual cost exceeds the said estimate and the Customer remains liable for the balance if the cost is greater than the estimate. The Customer acknowledges that the pre-authorisation amount does not in any way limit or cap the liability of the Customer under this agreement. If you default in the payment of the Price or any part thereof or default in any other provision of this agreement we may terminate your right to take or retain possession of Sussex House and forfeit the deposit without prior notice. We may retain the balance of any money paid by you pending quantification of damage suffered. Damage includes loss of rental income.

You will be provided with linen and towels for the specified number of guests the cost of which is included in the Price. The property will be cleaned, the beds changed and towels replenished every seven days. If additional cleaning and linen change services are required, this must be arranged and paid for prior to the Start Date for which there will be an additional charge. You and if there is more than one of you, each of you, hereby charge your right, title and interest in all land which you now have or at any time hereafter may have to secure your obligations under this agreement. This agreement shall be deemed to have been made in the State of Western Australia and the construction, validity and performance of this agreement shall be governed in all respects by the laws of that State and the parties submit to the exclusive jurisdiction of the courts within Perth Western Australia. Any notice or other document or writing required to be served on you by us may be served by prepaid ordinary post to your address herein and shall be deemed to be served on you two days after it was so posted. Any notice or other document or writing required to be served on you by us may be served by email at your email address herein. If you default in the payment of any money under this agreement interest will be charged on the amount owing and unpaid from time to time at the rate of 16 per cent per annum as from and including the due date for payment until it has been repaid. At the end of every calendar month any unpaid interest shall be capitalised for the purpose of calculating interest, namely it will be added to and increase the amount due and owing and thereafter interest shall be charged on the sum of the amount then due and owing and the unpaid interest at the said rate. Unless otherwise advised by us payments shall be applied first in payment of interest. The provisions of this paragraph are without prejudice to any of our other rights and remedies. You consent to us sending unsolicited commercial electronic messages as defined in the *Spam Act 2003 (Cth)* to your email address or mobile telephone number. In so doing we warrant that any such message shall clearly and accurately identify the individual or organization who authorised the sending of the message and include accurate information about how the recipient can readily contact the individual or organization. You agree that whilst money is owing by you under this agreement we are not obliged to provide an unsubscribe facility in any of the said electronic messages. You acknowledge that we have collected personal information about you for the following purposes and consent to us collecting personal information about you and using it to: market goods and services to you and authorise others (for our sole benefit) to market goods and services to you. allow a credit reporting agency to create or maintain a credit information file containing information about you; Except as herein provided, to the fullest extent permitted by law all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, quality, suitability or fitness for any purpose of goods or services supplied by the Owner to the Customer pursuant to this agreement are expressly excluded. To the maximum extent permitted by law, under no circumstances will the Owner be liable to the Customer for any indirect, incidental, special or consequential damages of any kind, including without limitation damages for any act done or omitted to be done under or by reason of this agreement, whether caused by the negligence of or breach of statutory duty by the Owner or otherwise. The liability of the Owner to the Customer for a breach of a condition or warranty implied by law and which cannot be excluded, is limited, to the extent possible, at the Owner's option, to: (a) the supply of the goods or services again; or (b) the repair of the goods; or (c) the payment of the cost of having the goods or services supplied again or repaired. Every exemption from liability, defence and immunity of whatsoever nature applicable to the Owner or to which the Owner is entitled hereunder shall also be available and shall extend to protect the Owner's head lessor, namely the registered proprietor of Sussex House, every one of the Owner's servants or agents acting hereunder or making or giving statements information or advice and for the purposes of this clause the Owner shall be or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of the said registered proprietor and all persons who are or might be its servants or agents from time to time as well as on its own behalf and all such persons shall to this extent be or be deemed to be parties to this agreement. The Owner is not responsible for any act of God or any other matter outside its control. If for any such reason Sussex House is not habitable, the Owner's only obligation is to refund any money paid or an aliquot proportion thereof as the case may be. Words importing the singular number or plural number shall include the plural number and the singular number respectively; and words importing the masculine or neuter genders shall include every gender. When two or more parties enter into covenants, obligations and or agreements together, those covenants, obligations and or agreements on their part contained refer to and shall bind them and any two or greater number of them jointly and each of them severally.



SUSSEX HOUSE

T 08 9279 5333 M 0466 360 218
PO Box 217 Guildford WA 6055

www.sussexhouse.com.au