

Agreement CozyStay Accommodation

Student residences and Hostel Plus

Offshore Guests.

Guest's Details

Guest name:		ID Number:		Passport No:	
Accommodation Provider:		Address:			
Contract length(weeks):		Key Deposit(AU\$350):			
Date of Birth:		Phone Number:			
Email:		Country of Origin:			
Check-in date:		Check-out date:			
Other Charges. Not all charges are included in this table. Furniture, electronics, appliances and third party jobs are not included.					
Key call-out fee (If the key is lost)	AUD\$100	Bed linen (If damaged or lost)	AUD\$150		
Single set of keys - Replacement	AUD\$30	Pillow (If damaged or lost)	AUD\$50		
Security set of keys - Replacement	AUD\$100	Optional heater – Weekly Rent	AUD\$5		
Security swipe card - Replacement	AUD\$100	Optional fan – Weekly Rent	AUD\$5		

Contact List

Contact email	Contact Number	Matter
bookings@2stay.com.au	1300 852 254	Availability of accommodation Renewal of contracts Change of location or room
support@2stay.com.au	1300 852 254	Maintenance Damage to the premises Comments, suggestions, complaints
ar@2stay.com.au	1300 852 254	Rent and key deposit
departure@2stay.com.au		Departure notice

AUSTRALIA EMERGENCY FIRE | AMBULANCE | POLICE simply dial 000



Accommodation Terms and Conditions

1. Parties involved

Note - In this agreement the parties are as follows:

- a. **Client, you**, hereafter referred to as the **Guest**.
- b. **Accommodation Provider**, hereafter referred to as the **Provider**.
- c. **All communication between Guest and Provider must be in writing by email.**

2. General agreement terms

- a. This agreement applies whether you are requesting accommodation as a direct Guest or through an agent.
- b. This agreement cannot be transferred to a third party without the Provider's written authorisation.
- c. The Provider grants the Guest permission to use the room assigned and the shared facilities in common with other Guests in the accommodation.
- d. The Guest has the responsibility to cover the entire rent for the accommodation until the end of the period of the agreement.
- e. No tenancy is created by this agreement.

3. Guest ID number and communication

- a. The ID Number is contained in the details of this agreement. If you are not sure about it or did not get it, please contact the Provider.
- b. Communication between the Guest and the Provider must always include the Guest's ID number for easier identification.

4. Change of room or location

- a. The Provider reserves the right to relocate Guests according to occupancy needs, repairs or maintenance, to avoid difficulties among Guests, during the summer period or to ensure a good environment in the accommodation. The reallocation will be to the same room type and no lesser standard and the Guest will be notified in advance.
- b. For bed, room or house changes the Guest must contact the Provider with sufficient notice, and all changes must be approved before taking place (changes will depend on availability).

5. Check-in

- a. Check-in is organised according to your arrival flight details.
- b. If the Guest is not picked up from the airport, the check-in is organised according to the Provider's availability and the Guest will be informed in advance.
- c. The room will be ready at 2:00pm. If the Guest arrives in the accommodation before that time, he or she will be given access to the common areas till the room is accessible.
- d. If the Guest makes his/ her own way to the accommodation and arrives in the house before the pre-arranged check-in time, he or she needs to wait for our representative to give access.
- e. If the Guest makes his/ her own way to the accommodation and arrives in the house before the pre-arranged check-in date, a daily rental charge will apply.

6. Key Deposit

- a. The Guest must pay a key deposit before checking-in in to the accommodation. The key deposit is refundable; however, conditions apply.
- b. The key deposit must be paid before or on arrival to the Provider's representative preferably by bank transfer or credit card; otherwise cash (Australian Dollars) is acceptable.
- c. Be aware that if the Guest does not pay the key deposit, he or she will not receive the accommodation keys until the payment is made, but the start date of this agreement will remain the same.
- d. **The key deposit must NOT be used towards payment of the rent or any other charges.** However, it will not be refunded till all charges are cleared.

7. Rent increases

- a. The Provider and the Guest agree that the rent cannot be modified during the period of the agreement.
- b. After the end of the duration of the agreement, the Guest may sign a new agreement, which may have different rates.
- c. Rent increases will become effective after 2 weeks' notice has been given by the Provider, and rent paid by direct debit will be adjusted accordingly on this date.

8. End of the agreement – Departure Notice

- a. This agreement will be valid for the entire duration of the booking.
- b. **If the Guest wants to leave the accommodation, a departure notice must be sent by email to the Provider (departure@2stay.com.au) 14 days before the pre-booked ending date. Please note that the official departure date will be 14 days after receiving the departure notice email.**



- c. **For some Guests, the provider will automatically send the Guest a departure notice 2 weeks prior to the last booked day. Please contact your school/agency to ask if this applies to you. In that case, you don't need to send an email.**
- d. If the Guest wants to stay longer and renew the agreement, an extension notice must be sent to the to the Provider 14 days before the last booked day. The Provider will reply according to availability.
- e. If the Guest needs to extend his or her stay for a period equal to or less than 4 weeks, or if the Guest does not want to sign a new agreement, a periodic agreement should be requested. This agreement applies at the end of the first agreement. In this case, there is no minimum stay, full rental price applies and the regulations of the present agreement must be abided by. The Provider will respond according to availability.
- f. The Provider can also give the Guest two weeks' departure notice if there is no availability after the last booked day.
- g. If no notice is given by either of the parties, this agreement will become a periodic agreement, which can be ended by any of the parties by sending a departure notice 14 days before the intended ending date, unless point 8.c. applies.
- h. The Provider can end this agreement at any time if there is any circumstance that acts against this agreement.

9. Check-out Procedure

- a. Check-out time is by **10am** on the departure day. Please note that you do not get charged for that day.
- b. If the Guest and/or Guest's belongings are still on the premises after **10am** (inclusive), it will be considered an extra day and the Guest must pay the daily fee. The Guest must have an authorisation in writing/email from the Provider to extend their check-out time otherwise daily rent charges will apply.

10. Key return

- a. The Guest must return the key(s) to the Provider when leaving the house by **10am** on the departure date, otherwise daily rent will be charged until the Provider receives the key(s). The Guest will receive the departure instructions by email.
- b. If check-out time is on a Saturday, Sunday or bank/public holiday, the key(s) must be returned to the Provider by **10am** on the following business day. If the Guest fails to do so, rent will be charged for each day until the key(s) is returned.
- c. The key(s) can be placed in the key return box (if available), or returned to the House Manager, Provider's representative or Provider's Office. Please refer to the instructions sent via email at the time of the departure.

11. Check-out Inspection

- a. On or before the day of departure the room must be returned to its original condition and presentation. The House Manager or the Provider's representative will inspect the spaces occupied by the Guest on the day the Guest vacates. The spaces must be sufficiently clean and tidy, including: all rubbish removed, the floor of the room vacuumed, all furniture in the room dusted, underneath of beds cleaned, wardrobe and cupboard spaces cleaned and emptied, fridge and bathroom space cleaned and emptied, corridor storage cleaned and emptied and bed linen must be washed and left on the bed.
- b. If the spaces are not sufficiently clean and tidy, a cleaner will be sent, and the Guest will be charged. (Minimum two hours' service that could range between \$25-\$30 AUD per hour).
- c. If bed linen or extra items such as a heater are provided, they must be returned clean and in good condition. If any piece or item is missing, dirty or in a poor condition the Guest will need to pay to for a replacement. Please refer to the table – Other charges.
- d. If the Guest is transferred from one bed, room or house to another, due to his/her request, the clauses above and procedures will also apply.

12. Key deposit refund

- a. **To be able to receive the key deposit the Guest must:**
 - i. Have a satisfactory check-out inspection
 - ii. Have provided at least 2 weeks (14 days) written/email departure notice unless point 8.c. applies
 - iii. Have paid in full all outstanding amounts on his or her account
 - iv. Have returned the key(s) on time
 - v. Not have caused any damage to the accommodation.
- b. The key deposit will be transferred to the Guest's bank account or any other bank account indicated by the Guest in an email to the Provider. It will be done within **5 business days, after satisfactory inspection and receiving the guest's bank details by email**. Note that if the bank details are not received on time, the 5 business days will be counted from the date that the provider receives this information.
- c. International transfer can be arranged but will incur a bank fee.

13. Extra costs

- a. If there are any extra costs due to failing to follow this agreement, they will be collected before returning the key deposit.



14. Please be aware that

- a. The Provider reserves the right to enter the accommodation **at any time** from Monday to Sunday to check-in/out other Guests.
- b. The Provider reserves the right to enter the accommodation between **7am and 9pm** from Monday to Sunday to inspect, repair, or replace any item e.g.: beds, wardrobes, cupboards, appliances.
- c. The Provider will contact the Guest via email and mobile phone number provided by the Guest. Please let the Provider know if your contact details have changed or if there is any other preferable way of contact.
- d. The accommodation may have a House Manager named by the Provider to manage the property on a daily basis. The Guest understands and agrees to comply with all reasonable requests from the House Manager in relation to cleanliness and behavior.
- e. Inspection of the house regarding cleaning, behavior, etc. can happen at any time.
- f. The Provider reserves the right to change the layout of the bedroom and accommodation at any time, with sufficient notice.
- g. For last minute bookings, Provider reserves the right to allocate the Guest within a different Provider in the group due to availability.
- h. The Provider has the responsibility to ensure the accommodation has a safe, healthy, comfortable and peaceful environment. The Provider strongly encourages anyone with information about any issues in the accommodation to come forward and assist in identifying them.
- i. Please note that CCTV cameras might be used in the communal areas of the premises for security reasons.

15. Booking cancellation

- a. For booking cancellations please refer to our offshore cancellation policy.

House Rules

16. Security and safety

- a. If any damage occurs to the premises, the Guest must notify the Provider via email as soon as the Guest becomes aware of it.
- b. Ensure the property is kept safe; make sure all doors and windows are locked whenever you go out.
- c. Do not leave any personal belongings in the communal areas.
- d. The Provider does not take any responsibility for any personal belongings left in the house. The security of the premises is the Guest's responsibility.
- e. The Provider or the premises' owner does not take any responsibility for any injury, illness, loss, damage or death caused to the Guest or the Guest's property during the period of occupation. The Guest agrees that occupation of the premises is at his or her own risk.
- f. The Guest must not leave the heater running when unattended and not leave any flammable items close to or in contact with the heater.
- g. Care should also be taken with heaters used in a room where people are sleeping. If there is any chance that they could be knocked over, or clothes could fall on them and pose fire risk, do not use the heater.

17. Loss of key(s)

- a. The Guest is responsible for any repair of any locks broken (and/or lost key(s)) during the course of the agreement, and the costs of any call-out fee to the Provider or locksmiths attending the premises, to gain access to the room or any part of the house.
- b. The Guest must pay the fees listed in "Other fees table" to cover any lost keys. Locksmiths are above and beyond this amount.

18. Friends and visitors

- a. All friends or visitors must leave the house by 9pm.
- b. The Guest must take all reasonable steps to ensure that visitors do not behave in a manner likely to interfere with the peaceful enjoyment of housemates and of other surrounding properties.
- c. The Guest must not have any visitors staying overnight in the property, either in the room or in any areas of the property. If this happens, the Guest will be charged **AUD50.00** per person per day, and the Guest may receive a **termination notice** and the guest must leave the premises as indicated.
- d. Visitors cannot be in the accommodation without the supervision of the Guest.



19. Rules of conduct

Note - The Guest understands that they will be living among long-term residents and will be sharing the accommodation with flatmates from different backgrounds and schedules regarding work, school, university, etc. The Guest must respect them as such and create a respectful environment by following these guidelines:

- a. Do not participate in or organise parties at the house at all.
- b. Do not play loud music, make obnoxious noise, or create a disturbance at any time of the day or night. Do not speak loudly or shout.
- c. Do not consume alcohol between 9pm and 8am.
- d. Do not use offensive language inside the house.
- e. Do not use any kind of illicit drugs inside the house, including outside areas.
- f. Do not smoke inside the house, on the balconies, in the garden or on the premises in general.
- g. If the Guest breaches any of these clauses, they will be charged for the cost of any cleaning or other services.
- h. If the smoke alarms and sprinklers are activated due to smoking indoors (and/or incense sticks, unattended heaters etc), the Guest agrees to pay the full cost of a call out fee, charged by the State Fire Brigade, which can be as much as AUD1,500.
- i. If the Guest or the Guest's visitors behave in such a way that results in complaints from other occupants of the house, any neighbors, the council or the police, the Provider may send a termination notice and the guest must leave the premises as indicated.
- j. The Guest must take good care of the house, its appliances and furniture. If anything is damaged, the Guest will be charged for the cost of its repair or replacement.
- k. If any misunderstandings or disputes should arise between yourself and any other Guest, try to solve it by talking to each other, and if this does not succeed, please contact the Provider. The Provider will do their best to make sure any reasonable concerns are heard and acted upon. The Provider's action can be from giving a simple warning to the termination notice for one or all of the Guests involved in the situation and the guest(s) must leave the premises as indicated.
- l. Any kind of physical aggression within the accommodation between Guests and/or their visitors is a very serious agreement breach and will incur the expulsion of the Guests involved.

20. Cleanliness

Note - When the Guest shares a house, everyone must take their turn cleaning communal areas following the cleaning schedule located on the **fridge**, thus keeping the accommodation tidy and clean.

- a. Each Guest will have cleaning responsibilities in the communal living room, rear/front courtyard, hallway and stairs, bathrooms, communal kitchen and at the front of the house.
- b. To avoid problems with noise, no cleaning must be done between 10pm and 8am.
- c. The dishes must be washed, dried and put back in the cupboards immediately after every use.
- d. Bedrooms must be cleaned on a weekly basis.
- e. If bed linen is provided, the Guest must take care of it and keep it clean as it will be returned on the departure date.
- f. The Guest is responsible for rubbish recycling, by sorting the rubbish and putting it into the correct bin. Instructions are available in the house and on the local council website. Please follow the instructions as council fines may apply for illegal dumping.
- g. If the Guest does not follow the cleaning schedule or does not do an adequate job, the Guest will be asked to clean again or be charged for a cleaning service (\$25- \$30AUD /hour- minimum two hours service)

21. Mould prevention

Note - To prevent mould, the Guest should:

- a. Turn on exhaust fans, particularly when bathing, showering, cooking, doing laundry and drying clothes.
- b. Open windows and doors when weather permits, to improve cross ventilation (be aware of security).
- c. Not use heaters excessively.
- d. The Guest must notify the Provider of any mould in the premises immediately after arrival. Any additional cleaning required for mould build up due to the lack of ventilation and/or the excessive use of heaters during the tenancy will result in a charge to the Guest.

22. Bed bugs and other pests

- a. The Guest must notify the Provider of any pests such as bed bugs in the premises within the first 7 days after arrival. The Guest is aware that he or she must check in their bed, room and common areas for bed bugs on commencement of their accommodation agreement. It is the Guest's obligation to inspect for and report bed bugs to the Provider.
- b. The Provider will not compensate the Guest if bed bugs are detected and not reported within the first 7 days of the commencement of the agreement.
- c. The Guest must keep the room tidy and clean to avoid any infestation of bed bugs.
- d. If any sign of bed bugs is found, the Guest must report it immediately to the Provider.



- e. The Guest must prepare the room for treatment according to the Provider's directions.
- f. The Guest must NOT bring beds, furniture or appliances found on the street to the accommodation or house premises.
- g. If the Guest brings any used items into the accommodation or house premises, they will be responsible for the cost of pest control and/or disposal of the item.

23. Complaints and maintenance issues

- a. **EMERGENCIES: Please call 000. Police, Fire brigade or Ambulance.**
- b. All complaints and maintenance issues must be submitted in writing by email to the Provider.
- c. After hours, on public holidays or during office holidays please contact 1300 852 254 and your call will be redirected to one mobile number.

24. Extra services

- a. The rent includes ONLY the cost of your stay. Additional facilities and services provided are complementary services. If any of these facilities are out of service and the Provider is already aware of it, this will NOT entitle the Guest to a discount on rent.
- b. The Provider will provide basic cleaning products (these do not include personal hygiene items, such as shampoo, hand soap, toilet paper, which are the Guest's responsibility).
- c. Clothes washing and drying machines are coin operated.
- d. The Provider does NOT deliver towels, blankets, heaters or fans free of charge. Please contact the Provider if needed.
- e. Wireless Internet will be provided. Downloading large files (movies) from the Internet is forbidden. The Internet is provided for basic access only, such as emails, job hunting, etc. Any download of large files will slow down the speed, and it might cause interruption of the service. The Provider will not take any responsibility for disruptions to the Internet service due to excessive usage.

25. Our promise to you

- a. Continuous support and help from our friendly staff.
- b. High standard accommodation - clean, airy and sunny.
- c. Our rules are made to ensure that your stay is safe, comfortable and pleasant. That is why we encourage you to follow this agreement and contact us if you have any questions. We will be happy to assist you!

IMPORTANT – Please tick that you acknowledge the following:

If you wish to move out, you <u>must send a departure notice by email</u> to the Provider, announcing your departure two weeks before the end of the agreement. Please note that the <u>official departure date</u> will be 14 days after receiving the departure notice email. Unless point 9.c. applies.	Please see point 8
All visitors must leave the house after 9pm, and no visitors are allowed to stay overnight in the accommodation.	Please see point 18
Parties are not permitted on the premises. You should not organise or participate in them. Please be considerate of your neighbors and keep noise levels at a minimum.	Please see point 19
You must cooperate with the cleaning schedule and keep the place clean, organised and secure at all times.	Please see point 20

Guest Check list. Please tick if you have:

Attached a copy or photo of your passport				
Inspected the room and correspondent spaces in the common areas. They are clean and tidy				
Received:	Bed Linen (4 items) __	Pillow __	Set of keys or swipe card __	
Observations:				

I agree with all the points described in this agreement on pages 1-7.

Guest's name:	
Guest's signature:	
Date:	
Representative's name:	