



# SHORT TERM LEASE FOR HOLIDAY PREMISES

**PLEASE FILL IN THIS LEASE, SIGN AND RETURN WITH YOUR DEPOSIT MONEY.  
BOOKINGS WILL ONLY BE ACCEPTED WITH A DEPOSIT.**

## PARTIES

Landlord

ABN / ACN	GST Registered <input type="checkbox"/> Yes <input type="checkbox"/> No
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Tenant

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## PREMISES

Address of Premises to be leased

Postcode

### 1. TERM

From  am  pm on  /  /  to  am  pm on  /  /

Term of  weeks days

### 2. RENT

Rate  per day

Deposit  (1st week's rent or  days) \$

Balance  (payable when taking possession) \$

Total rent  \$

### 3. CANCELLATION

Part cancellation of a booking will not be accepted.

The Landlord may cancel at any time up to 3 months prior to the letting, in which case the Tenant will receive a full refund.

Should the Tenant cancel up to 3 months before the letting, the Tenant will be entitled to a full refund of all deposit monies paid.

Within 3 months, deposits on cancelled bookings are only refundable, less a cancellation fee of  of the total rent when the Premises are re-let for the whole term of the cancellation at the full rent.

### 4. CHARGES

i Gas & electricity charges  Inclusive OR  Payable by the Tenant

ii Telephone charges  Not applicable OR  Payable by the Tenant OR  Transferred to Tenant's name

iii Other charges payable by the tenant

### 5. THE TENANT AGREES WITH THE LANDLORD:

i To maintain and leave the Premises in a clean, tidy and undamaged condition. In the case of non-compliance a cleaning fee may be charged.

ii To pay the rent prescribed herein in advance.

iii That the Premises or any part thereof shall not be used for any purpose other than as holiday accommodation and that no more than  persons are to be accommodated. Occupancy of more than the stated number of persons may render the Tenant liable to cancellation of the tenancy.

iv Not to assign or sub-let the whole or any part of the Premises.

v That all damages, breakages and losses to the Premises and/or furniture, furnishings and lock and key replacements are to be reported to the Landlord and/or Agent immediately. The Tenant shall be responsible for any damages or breakages and these must be paid for by the Tenant.

vi Not to remove any of the furniture or effects from the Premises.

vii To allow the Landlord and/or Agent to enter and view the state of repair of the Premises.

viii That the Tenant will be responsible for any damage caused to the Premises.

ix That pets are not permitted on or in the vicinity of the Premises. If pets are found the Tenant may be liable for the cost of cleaning and/or fumigating the Premises and the tenancy may be terminated.

x That fish or any other seafood are not to be cleaned on the Premises.

xi That no responsibility is taken for the Tenant's personal property left on the Premises and such property may be disposed of immediately by the Landlord and/or Agent.

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- xii That the Tenant or any persons using the Premises shall not conduct themselves in a manner which is a nuisance or annoyance to adjoining or neighbouring occupiers and shall comply with the requirements of all statutory laws, regulations and by-laws applicable in respect of the Premises.
- xiii That in the event of the Premises being offered for sale, to allow the Landlord and /or Agent to inspect the Premises with prospective purchasers during reasonable hours by appointment.
- xiv That in the event of the Premises being sold, this Agreement is cancelled and all deposit monies will be refunded in full. A minimum of one month's notice shall be given.
- xv That at the time of the booking, the Landlord and /or Agent has described the Premises and its position to the best of their ability and in good faith and as accurately as possible and that no responsibility or refund for alleged misdescription can be accepted.
- xvi Other Special Conditions


### 6. PRIVACY

- i The *Privacy Act 1988* (Cth) (the **Privacy Act**) allows certain information about each Tenant referred to in this Agreement to be collected, held, used and disclosed for the purposes for which it was collected as notified to users, and otherwise in accordance with the Privacy Act.
- ii This clause outlines how the Landlord collects, holds, uses and discloses the Tenant's personal information (as that term is defined in the Privacy Act). This clause only applies to the extent that the Landlord collects, holds, uses and discloses personal information. If the Landlord appoints an Agent to act for the Landlord, then this clause will apply to the Agent's collection, holding, use and disclosure of personal information on behalf of the Landlord.
- iii The Landlord and (if appointed) its Agent may collect, hold, use and disclose personal information the Tenant provides the Landlord and (if appointed) its Agent in connection with this Agreement or collected from other sources for the following purposes: (a) identifying and verifying the Tenant's identity; (b) processing and assessing any application received in relation to the holiday letting; (c) assessing the Tenant's ability to meet their financial and other obligations under this Agreement; (d) managing this Agreement, the holiday letting and the Premises including the collection of rent and the preparation of required statements of accounts; (e) complying with any applicable law; (f) liaising and exchanging information with the Tenant, the Tenant's and (if appointed) the Agent's legal and other advisors in relation to or in connection with the holiday letting; (g) negotiating the lease for the Premises; (h) processing any payment (including without limit the exchange of personal information with the relevant payment provider, where necessary); (i) complying with any dispute resolution process; (k) serving and signing (or arrange signing of) this Agreement; and (l) contacting and liaising with third parties (including, without limitation, goods and services providers and insurers) and to provide those third parties with the Tenant's personal information.
- iv If the personal information outlined in this Agreement or requested by the Landlord or (if appointed) its Agent is not provided by the Tenant, the Landlord and (if appointed) its Agent may not be able to carry out the steps described above. The Landlord and (if appointed) the Agent may also not be able to discharge its obligations in this Agreement. It is impracticable for the Landlord and (if appointed) the Agent to deal with a Tenant who has not identified him, her or itself or used a pseudonym.
- v Personal information collected about the Tenant in an application received in relation to the holiday letting and, if the application is successful, during the term of the holiday letting, may be disclosed by the Landlord or (if appointed) its Agent for any of the purposes for which it was collected (as outlined in clause 6(iii) above), to other parties including to the Landlord (if the Agent is appointed), the Landlord's mortgagee or head-lessor (in either case, if any), the Tenant's and (if appointed) the Agent's legal and other advisors, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, REINSW (which provides technical and other assistance to the Agent to effect the matters set out above), other third parties (including, without limitation, goods and services providers and insurers), government agencies, courts, regulatory bodies, and law enforcement agencies, or as required, authorised or permitted by any applicable law and to any prospective or actual purchaser of the Premises including to their prospective or actual mortgagee (if any).
- vi Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the Landlord and its Agent.
- vii Further, if the Tenant applies for the holiday letting via any third party letting business, including any online letting businesses, then the Tenant will have consented to the disclosure of its personal information by that business to the Landlord and (if appointed) its Agent. The Tenant consents to the Landlord and (if appointed) its Agent receiving personal information from the relevant online letting business for the purposes specified in this clause.
- viii If the Tenant fails to comply with its obligations under this Agreement, then that fact and other relevant personal information collected about the Tenant during the term of the tenancy may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.
- ix The Landlord and (if appointed) its Agent may also use the Tenant's information including personal information for marketing and research purposes to inform the Tenant of products and services provided by the Landlord and (if appointed) its Agent, which the Landlord and (if appointed) its Agent consider may be of value or interest to the Tenant, unless the Tenant tells the Landlord or (if appointed) its Agent (by ticking the below box) or has previously told the Landlord or (if appointed) its Agent not to.
- x If the Tenant **does not** wish to receive any information about such products and services then please tick this box:  or otherwise notify the Landlord and /or Agent using the contact details of the Landlord and /or Agent (as applicable) set out earlier in this Agreement.



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- xi The Tenant has the right to request access to any personal information held by the Landlord and (if appointed) its Agent which relates to them, unless the Landlord or (if appointed) the Agent is permitted by law (including the Privacy Act) to withhold that information. The Tenant also has a right to complain about the way in which the Landlord or (if appointed) its Agent has handled the Tenant's personal information or that the Landlord or (if appointed) its Agent may have breached this clause or the Privacy Act. The Tenant also has the right to request the correction of any personal information which relates to the Tenant that is inaccurate, incomplete or out-of-date.
- xii If the Privacy Act applies to the Landlord and the Landlord is an 'organisation' (as defined under the Privacy Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
- xiii Any requests for access to the Tenant's personal information or any complaints should be made in writing to the Landlord or (if appointed) the Agent at the contact details included in this Agreement.
- xiv If an Agent is appointed by the Landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information).
- xv The Landlord and (if appointed) the Agent will take reasonable precautions to protect the personal information they hold in relation to the Tenant from misuse, loss, unauthorised access, modification or disclosure.
- xvi The Landlord and (if appointed) its Agent may disclose the Tenant's personal information outside of Australia. In doing so, the Landlord and (if appointed) its Agent will take reasonable steps that are reasonable in the circumstances to ensure that any overseas recipient will deal with such personal information in a way that is substantially similar to or consistent with the way in which the relevant Australian Privacy Principles in the Privacy Act protects such personal information.
- xvii By signing this Agreement, the Tenant: (a) acknowledges that it has read and understands the terms of this clause; and (b) provides express permission to the Landlord and (if appointed) its Agent to collect, hold, use and disclose personal information in the manner described in this clause.

### 7. BREACH OF TERMS AND CONDITIONS

Should the Tenant breach the terms and conditions above then the Landlord and/or Agent may re-enter the Premises. Breach of any of these terms and conditions shall also permit the Landlord and/or Agent to refuse to hand over the keys and/or immediately terminate the holiday letting.

### 8. USE OF PREMISES

I/we the Tenant do hereby certify that I/we require the Premises for the purpose of a holiday only and that my fixed place of abode is as stated below.

### 9. DISCLOSURE OF REBATES, DISCOUNTS, COMMISSIONS OR BENEFITS

In respect of any expenses to be incurred by the Landlord or the Agent on behalf of the Landlord pursuant to this Agreement or if the Agent refers the Landlord to a non-independent service provider, the Agent discloses that the Agent may receive, or expects to receive, rebates, discounts, commissions or benefits from third parties as specified below or as notified by the Agent in writing from time to time after the date of this Agreement:

Name of Third Party	Nature of relationship with Third Party	Estimated Amount of Rebate, Discount, Commission or Benefit
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>
<input type="text"/>	<input type="text"/>	\$ <input type="text"/>

If no benefit, write in "nil".

### 10. TENANT'S PARTICULARS

- i Home address   
 Postcode
- ii Telephone Home  Work   
Mobile
- iii Driver's License No.  Car Registration No.
- iv Email address\* (see note)

\* Note: By including your email address, you consent to service of any documents, including this Agreement and any documents required to be served under or because of this Agreement, by way of email.

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signed by the Tenant

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signed by the Landlord **OR** for  
and on behalf of the Landlord by  
the Landlord's Agent

Name and address  
of Agent

Oxbridge Group Pty Ltd  
Address Level 5  
616-620 Harris Street, ULTIMO, NSW Postcode 2007  
Date: / /