

Siomas Management Pty Ltd Terms of Hire for Short-stay Accommodation

1. About These Terms

These Terms of Hire ("Terms") govern the short-stay accommodation services provided by Siomas Management Pty Ltd ABN 676187509 ("we", "us", "our") to guests ("you", "your") at our properties located in Australia.

By making a booking, you agree to be bound by these Terms. Please read them carefully before completing your reservation.

2. Contact Information

Business Name: Siomas Management Pty Ltd

ABN: 676187509

Email: siomasmanagement@gmail.com

Phone: +61418936564

For booking enquiries, issues during your stay, or any concerns, please contact us using the details above. We aim to respond to all enquiries within 24 hours during business days.

3. Property Descriptions and Amenities

Each property listing on our website includes detailed descriptions, photographs, amenities, and sleeping arrangements. While we make every effort to ensure accuracy, minor variations may occur. All prices are displayed in Australian Dollars (AUD).

We reserve the right to make reasonable substitutions (e.g., alternative bedroom configurations) if circumstances require, and will notify you promptly of any material changes.

4. Booking and Payment

4.1 Reservation Process

We have a two-step booking process, with step 1 being a request and step 2 being a confirmation.

When you make a booking request through our website, you will receive:

- An email confirmation with a booking link
- Detailed instructions on confirming and paying for your stay
- A dedicated hold on the date for up to 48 hours

When you make a confirmation of your stay using our secure platform, you will receive:

- A confirmation email detailing your booking date and check-in and check-out times
- House rules for the property
- Property access instructions closer to your check-in date
- Receipt for payment processed

4.2 Payment Terms

- Customers may opt to pay with a 50% deposit or payment in full at the time of booking.
- All outstanding balances are due 14 days before your booking.
- All prices are in Australian Dollars (AUD)
- We accept Visa, Mastercard, American Express, and other major credit cards as displayed at checkout
- Payments are processed securely through our third-party payment platforms
- Your payment information is encrypted and handled securely in accordance with industry standards

4.3 Additional Charges and Overdue Payments

You may incur additional charges for:

- Damage to the property or its contents
- Excessive cleaning required beyond normal use
- Violations of house rules
- Lost keys or access devices

Charges are made at market value + 10% administrative fee. These charges will be processed to the payment method on file after your stay.

If you have an outstanding balance owing to us:

- We reserve the right to refuse modifications or cancellations until payment is received
- The cancellation terms in Section 5.1 may be superseded by our right to retain payment for overdue amounts
- We may suspend future bookings until all outstanding amounts are settled
- We may take legal action to recover any unpaid amounts, and you will be liable for our reasonable costs of collection

5. Cancellation and Refund Policy

5.1 Guest Cancellations

If your cancellation falls:

21+ days ahead of your check-in:

- We can change it to another available date at no fee, or
- We can refund it less a 4% service fee

14-21 days ahead of your check-in:

- We can change it to another available date with a 5% service fee, or
- We can issue a credit or refund of 90% of the monies paid to date

8-13 days ahead of your check-in:

- We can change it to another available date with a 15% service fee, or
- We can issue a credit or refund for 60% of the monies paid to date
- If you have an overdue balance, our non-payment rules (see Section 6.7) may supersede these rules

3-7 days ahead of your check-in:

- We can change it to another available date with a 25% service fee, or
- We can issue a credit or refund for 30% of the monies paid to date

48 hours or less ahead of your check-in:

- You can transfer the booking to someone else by contacting us, or
- You forfeit the booking with no refund

No-shows: Guests who do not arrive for their booking without prior cancellation forfeit the full booking amount.

5.2 Host Cancellations

If we must cancel your booking due to circumstances within our control, you will receive a full refund, including any booking fees.

We may cancel your booking if:

- a Force Majeure Event occurs (see clause 11); or
 - in our reasonable opinion:
 - you or any of your guests have previously damaged any Inclusions, provided false information when you originally placed your booking, breach these Terms and/or the house rules, or for any other reason in our sole discretion (acting reasonably);
- or
- an event has occurred causing the Venue to be unsafe or inappropriate to host you, in which event we will refund you 100% of the Fees.

5.3 Force Majeure

Neither party is liable for cancellations due to circumstances beyond reasonable control, including natural disasters, government restrictions, public health emergencies, or other force majeure events. In such cases, we will work with you to reschedule or provide a credit for future stays.

5.4 Refund Processing

Approved refunds will be processed within 14 business days to your original payment method.

5.5 How to Cancel

To cancel or modify your booking, contact us using the details in Section 2. Cancellations are effective from the date and time we receive your notification.

6. Check-in and Check-out

Standard Check-in Time: [e.g., 4:00 PM local time]

Standard Check-out Time: [e.g., 10:00 AM local time]

Early check-in or late check-out may be available upon request and subject to availability. Additional fees may apply.

Access instructions, including keys, lock codes, or other entry methods, will be provided via email 48 hours before your arrival. You are responsible for keeping this information secure.

7. Guest Responsibilities and House Rules

7.1 Occupancy

The maximum number of guests is specified in your booking confirmation. Exceeding this number without prior written consent is grounds for immediate termination without refund.

7.2 Prohibited Activities

- Smoking inside the property (AUD \$200 cleaning fee applies)
- Parties or events without prior written consent
- Illegal activities of any kind
- Excessive noise that disturbs neighbours
- Pets (unless explicitly stated as pet-friendly)
- Subletting or assigning the booking to another party

7.3 Property Care

You agree to:

- Treat the property and all furnishings with reasonable care
- Report any damage or maintenance issues immediately
- Leave the property in a reasonably clean and tidy condition
- Secure the property when leaving
- Comply with any specific property rules provided

7.4 Security Bond

We reserve the right to collect a security bond of up to AUD \$500 depending on the property and length of stay.

Bond Collection and Return:

- The bond will be collected (pre-authorized on your payment card) 3 business days before your check-in date
- The bond will be returned within 3 business days after your check-out, provided:
 - There is no damage to the property or its contents
 - The property is left in a reasonably clean and tidy condition

- There are no violations of these Terms or house rules
- No additional charges are owing

Bond Deductions: If any issues are identified after check-out, we will:

- Notify you within 24 hours with photographic evidence where applicable
- Provide an itemized list of any charges being deducted from the bond
- Return any remaining bond amount within the 3 business day timeframe
- Process additional charges to your payment method on file if costs exceed the bond amount

8. Our Responsibilities

We will:

- Provide a property that is clean, safe, and as described
- Ensure all advertised amenities are functional
- Respond to maintenance issues promptly during business hours
- Provide 24/7 emergency contact for urgent matters
- Comply with all applicable Australian accommodation and safety standards

9. Liability and Insurance

9.1 Our Liability

We are not liable for:

- Personal injury or death except where caused by our negligence
- Loss, theft, or damage to your personal belongings
- Temporary unavailability of amenities due to circumstances beyond our control
- Any consequential losses arising from your stay

Nothing in these Terms excludes or limits our liability under the Australian Consumer Law.

9.2 Your Liability

You are liable for:

- Any damage to the property or its contents caused by you or your guests
- Any claims by third parties arising from your use of the property
- Any costs we incur due to your breach of these Terms

9.3 Insurance

We strongly recommend you obtain travel insurance covering cancellation, personal belongings, and liability.

10. Privacy and Data Protection

We collect and use your personal information in accordance with our Privacy Policy and the Privacy Act 1988 (Cth).

Your information is used to:

- Process and manage your booking
- Communicate with you about your stay
- Comply with legal obligations
- Improve our services

We will not share your information with third parties except as necessary to provide our services or as required by law.

11. Security and PCI Compliance

Your payment security is our priority:

- All payment information is transmitted using SSL encryption (HTTPS)
- We do not store your complete credit card details
- Our website and payment systems undergo regular security audits
- We implement industry-standard security measures to protect your data

12. Promotions and Discounts

From time to time, we may offer promotional rates, discounts, or special packages. Terms and conditions specific to each promotion will be clearly disclosed at the time of booking. Promotional offers:

- Cannot be combined unless explicitly stated
- Are subject to availability and blackout dates
- May have minimum stay requirements
- Must be claimed at time of booking

13. Disputes and Complaints

If you have any concerns about your stay:

1. Contact us immediately using the contact details in Section 2
2. We will investigate and respond within 10 business days
3. If the issue cannot be resolved, you may escalate to Consumer Affairs Victoria (if in Victoria) or NSW Fair Trading (if in New South Wales)

We encourage you to raise issues during your stay so we can address them promptly.

14. Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Australian Consumer Law or any other applicable law that cannot be excluded, restricted, or modified by agreement.

Under the Australian Consumer Law, you have certain rights including:

- Services provided with due care and skill
- Services fit for purpose
- Services delivered within reasonable time

15. Termination

We reserve the right to terminate your stay immediately without refund if you:

- Breach these Terms in a material way
- Engage in illegal activities on the property
- Endanger the safety of others or the property
- Exceed occupancy limits
- Disturb neighbours despite warnings

16. Intellectual Property

All content on our website, including property descriptions, photographs, logos, and text, is our property or licensed to us and is protected by intellectual property laws. You may not reproduce, distribute, or use this content without our written permission.

17. Changes to Terms

We may update these Terms from time to time. Changes will be posted on our website with the updated date. Bookings made before changes take effect will be governed by the Terms in place at the time of booking.

18. Governing Law

These Terms are governed by the laws of [Your State/Territory], Australia. Any disputes will be subject to the exclusive jurisdiction of the courts of [Your State/Territory].

19. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

20. Entire Agreement

These Terms, together with your booking confirmation and our Privacy Policy, constitute the entire agreement between you and us regarding your stay.

Questions?

If you have any questions about these Terms, please contact us:

Email: siomasmanagement@gmail.com

Phone: 0418936564

We look forward to hosting you!

Acknowledgment: By completing your booking, you acknowledge that you have read, understood, and agree to be bound by these Terms of Hire.

Last Updated: 18 June 2025