



professional holiday homes

Owner Agreement

1. OUR DETAILS (PHH)

Craig Reid Holdings Pty Ltd trading as Professional Holiday Homes (PHH), ACN 101907788 of 4/161-163 Prince Edward Ave, Culburra Beach, NSW 2540. Real estate license: 10102113.

2. OWNERSHIP DETAILS ("The Owner")

Individual Full Name: Residential Address:	Company (if applicable) Company Name: Registered Address: ABN:
Property Short-term Rental Property Address:	

3. DEFINITIONS

Booking Contract means the agreement between the Owner and the Guest in respect of the Guest's stay at the Property.

Booking Platforms means any third party platforms used by PHH to advertise the Property, including Airbnb.

Business Days a day that is not a Saturday, a Sunday or a public holiday or bank holiday in New South Wales.

Business Hours means 10am to 6pm on a Business Day.

Initial Period means the period commencing on the date of this agreement and ending twelve (12) months after the date

Management Fee means the fee payable by the Owner to PHH, as calculated in clause 16.

Owner Bookings are bookings where the Owner stays at the Property or gifts a stay at \$0 charge to the Guest.

PHH Setup Checklist means the checklist displayed on www.phhowner.com.au, as amended from time to time.

Short-term Rental Code of Conduct means the code of conduct for the short-term rental accommodation industry published by NSW Fair Trading.

4. TERM

This agreement will commence upon execution, thereafter it will be deemed an ongoing agreement until terminated in accordance with the terms of this agreement.

5. SERVICES WE PROVIDE

In exchange for payment of the Management Fee, PHH will provide the following services:

1. Professional photos of the Property.
2. Property listed on Stayz(Vrbo/Expedia), Airbnb, Booking.com, PHH website & others (determined at our sole discretion).
3. Updates to Property listings as reasonably requested by the Owner.
4. Updates of pricing in booking platforms.
5. Administration of an online guest guidebook for the Property.
6. Noise monitoring devices (if required).
7. Guest bookings / inquiries / payments processed.
8. Vetting and selection of guests as per PHH rules.
9. Guest online check-in (including rental agreement).
10. Processing claims for guest damages.
11. Sourcing & scheduling housekeepers (including bi-annual deep clean of property at owner cost).
12. Garden maintenance sourced and scheduled.
13. 3rd party contractors (housekeeping / gardeners / trades) paid via trust account.
14. Monthly statement of account & owner payment from trust.

15. Repairs organised and trades paid (up to \$300) or if urgent and the owner is not contactable at PHH's discretion.
16. Owner portal.
17. Responding to guest reviews.
18. Laundry / Linen Service (if available in area).
19. Managing accreditation and registration requirements consistent with the NSW Code of Conduct for the Short-term Rental Accommodation Industry 2020 and charging the costs to the owner.
20. Notifying immediate neighbours that the property is a short-term rental and advising PHH contact details.

6. OWNER UNDERSTANDING

By signing this agreement, the Owner understands and agrees to the following:

1. PHH acts on behalf of the Owner as a booking agent and managing agent.
2. The Booking Contracts are between the Owner and Guest, and are managed by PHH on behalf of the Owner. PHH is not a party to the Booking Contracts.
3. In the unlikely event of costs being unable to be claimed via the booking website or guest debit/credit card, any costs will be borne by the Owner.
4. This is an exclusive agreement. All paid bookings at the property (or guest cancellation fees) attract a management fee payable by the Owner to PHH in accordance with the terms of this agreement.
5. The rate to the Guest may be increased by the addition of additional fees including but not limited to cleaning fee, linen/laundry fees, charitable donation, merchant fee, booking platform fee & system fees. These fees will vary between Booking Platforms.
6. PHH will remit the net booking proceeds received from Guests to the Owner monthly, and email the statement to the Owner.
7. The calendar for the Property will be open for Guest bookings up to 12 months in advance.
8. Guest issues, complaints and claims for compensation will be managed by PHH on behalf of the Owner. The Owner irrevocably authorises PHH to pay compensation to Guests from funds held in the Owner ledger.
9. PHH has full autonomy regarding property pricing, minimum stay periods, discounts, refunds and bond amounts and the owner agrees that they will not enter into any discussions with PHH regarding these.
10. PHH will set a minimum nightly rate. PHH will not charge the Guest a nightly rate lower than 20% below this rate without written permission from the Owner, which cannot unreasonably be withheld.
11. PHH will not take any responsibility for errors in listing features, it is the Owner's responsibility to check for accuracy regularly.
12. They acknowledge that PHH has established a trust account for the properties it manages and consent to PHH performing the following actions in relation to the trust account:
 - a) receive proceeds on the Owner's behalf for the Property's bookings;
 - b) pay third parties with booking proceeds;
 - c) pay costs associated with Property;
 - d) pay fees (e.g. management fees) using booking proceeds; and
 - e) distribute funds in accordance with this agreement
13. The Property's amenities will, at all times, accurately match the listing's photos.
14. Any changes to the Property or facilities provided at the Property will be communicated to PHH within 24 hours via email.
15. They will agree to use the PHH linen service for the duration of this agreement (except if the linen service is not available in their area or if prior written permission has been provided by PHH to not use the service).
16. They authorise PHH to conduct repairs or purchase required items for the Property up to the value of \$300+GST (per item) at PHH's discretion.
17. The Property will not be rentable or advertised via any other means e.g. Owner, other real estate agent, social media or website not managed by PHH unless otherwise approved in writing by PHH.
18. There are smoke alarms that meet all legal requirements including the AS3786 and NSW Planning regulations installed at the property. PHH will arrange testing of the smoke alarms annually, at the Owner's cost.
19. They are permitted to cancel Guest bookings only in the event of an emergency which has rendered the Property uninhabitable by Guests.
20. The housekeepers allocated to the Property will be at the sole discretion of PHH.
21. They consent to PHH installing exterior / interior signage at the property as required.
22. They will not place any signs or Guest communications at the Property (exterior or interior) without the prior written approval of PHH. Any signs or communications placed at the Property without PHH's consent will be removed.
23. They will not communicate with Guests or housekeepers at any time or provide their contact details to them.
24. Acknowledge that the reporting of excess cleaning or damage is the responsibility of the housekeeper. PHH accepts no responsibility for damage or excess cleaning not reported.
25. Major repairs (for example damage due to flood, storm or fire) or repairs or maintenance not resulting from the use of the property by Guests are the responsibility of the Owner.
26. PHH staff or their representatives may book two free-of-charge nights per annum for the purposes of assessing or promoting the property or for staff familiarisation. These will be within three days of check-in date and outside of

- school or public holidays. Cleaning and linen costs will be borne by PHH.
27. They authorise PHH to install guest noise monitoring devices at PHH's discretion and agree to pay installation and annual fees at cost.
 28. A charitable fee of \$5+GST will be charged to the Guest and collected from each booking. This amount will be held in the trust account and donated to local organisations / charities annually. The local organisation and charities will be chosen by PHH.
 29. An amount of \$500 will be held in the trust account to cover owner expenses in the event that the owner's balance is insufficient. If this amount falls below \$500, funds will be retained from the booking proceeds to increase this amount to \$500.
 30. They will abide by the Owner Behaviour Policy, as amended and as displayed on the PHH Owner Intranet at www.phowner.com.au.
 31. If the property is currently registered on the NSW Planning Portal as short-term rental, the Owner must facilitate the transfer of the registration to PHH prior to the property going live in PHH systems.

7. MATERIAL FACTS

1. The owner confirms that the Property:
 - a) has not been subject to flooding from a natural weather event or bush fire within the last 5 years;
 - b) Is not subject to significant health or safety risks;
 - c) Is not listed on the register residential premises that contain loose-fill asbestos;
 - d) Does not have insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989;
 - e) Has not been the scene of a crime of murder or manslaughter within the last 5 years;
 - f) Has not been used for the purposes of the manufacture, cultivation or supply of any prohibited drug or prohibited plant within the meaning of the Drug Misuse and Trafficking Act 1985 within the last 2 years;
 - g) Is not part of a building that contains external combustible cladding:
 - (i) to which there is a notice of intention to issue a fire safety order or a fire safety order has been issued requiring rectification of the building regarding the external combustible cladding, or
 - (ii) to which there is a notice of intention to issue a building product rectification order or a building product rectification order has been issued requiring rectification of the building regarding external combustible cladding;
 - h) Is not part of a building where a development application or complying development certificate application has been lodged under the Environmental Planning and Assessment Act 1979 for rectification of the building regarding external combustible cladding.

8. GUEST BOOKINGS, COMMUNICATION AND ISSUES

1. All bookings via the PHH website will be subject to PHH's standard terms and conditions, which will be updated from time to time and are available on PHH's website
2. The payment terms, booking terms and conditions and cancellation terms of the Booking Platforms will apply if the guest books via those platforms
3. Guest cancellations will be handled by PHH within the policy outlined in the relevant terms and conditions of the website through which the booking was made and within any relevant government guidelines.
4. If a guest claim or complaint is received via NSW Fair Trading or the NSW Civil and Administrative Tribunal, PHH will act on behalf of the Owner in these proceedings at an hourly rate of \$100 per hour plus GST. PHH will issue an invoice for the work performed. The Owner authorises these invoices to be paid from the Trust Account.
5. PHH is not responsible for Guest behaviour, treatment of the Property or the way the Property is left upon Guest departure.
6. PHH is not responsible for loss, damage or any expenses arising from management of the Guests or management of the Property.

9. SETUP, AMENITIES AND SUPPLIES

1. The owner will set up the Property with the necessary furniture, furnishings, equipment, facilities, consumables and amenities in accordance with the the PHH Setup Checklist on the PHH Owner Intranet at www.phowner.com.au and will ensure these are always available to guests as advertised and in excellent condition
2. The Owner will maintain adequate supplies of the consumables required for bookings in accordance with the PHH Setup Checklist. PHH reserves the right to charge for their time, at the rates detailed in section 16.6, to acquire and store consumable items if adequate supplies are not maintained by the Owner.

10. APPOINTMENT OF TRADESPEOPLE FOR MINOR REPAIRS

1. This clause applies to any work under the cost of \$300 plus GST.
2. PHH will appoint tradespeople for repairs.
3. PHH will use their preferred trades. If the owner wishes to use an alternative trade they will be responsible for

organising the repair.

4. PHH acts on behalf of the Owner and does not take responsibility for the quality of tradespeople's work or the cost to provide the services.
5. If the Owner requires quotes for work at the Property, it is the Owner's responsibility to obtain the quotes and manage the work at the Property to completion.
6. The owner is responsible for managing anything beyond minor repairs (\$300), such as major repairs or improvements

11. OWNER BOOKINGS

1. All Owner bookings / modifications will be made by the Owner via their owner portal on the PHH website.
2. After an Owner Booking the Property must be cleaned either by the Owner or by the housekeeper. If cleaning is required, the Owner will check the 'cleaning required' box in the Owner booking. If an owner intends to clean the property themselves, the 'cleaning required' box should be left unchecked.
3. The Owner must book all Owner Stays into the owner portal. PHH will not take responsibility for any circumstances where the Owner Stay was not booked in correctly or if the cleaning check box is not checked and therefore the property was not clean when a Guest arrives.
4. It is the owner's responsibility to check the details of their booking in the portal or in the confirmation email.

12. COMPLIANCE, INSURANCE, RISK AND SURVEILLANCE

1. The Owner must ensure that the Property is safe for guests including but not limited to balconies, blind cords attached, pool fencing, locks on spa covers, adequate and safe fencing, etc.
2. The Owner must cover the costs to ensure that the Property complies with local regulations and the Short-term Rental Code of Conduct and any costs to register the Owner, the Property or Guests.
3. The Owner must maintain insurances as reasonably required by PHH, including the following:
 - (a) continuous comprehensive building and contents insurance which includes short-term / holiday rental insurance;
 - (b) cover for guest damage and loss of rent; and
 - (c) public liability of at least \$20 million for any one occurrence.
4. Each year upon insurance policy renewal, the owner must provide PHH with the certificate of currency for the insurance as per the Short-term Rental Code of Conduct.
5. Any insurance claims are the sole responsibility of the Owner.
6. The Owner releases PHH from all suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against Owner in respect of the Property.
7. The Owner will keep PHH indemnified against all suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against PHH by any third parties, including trades people or Guests, arising from or related to PHH's management of the Property and PHH's performance of any of the powers, duties or authorities under this agreement.
8. The Owner acknowledges that security cameras and surveillance devices cannot be active anywhere inside the Property and any external cameras must be clearly declared to PHH in writing and noted on the listing. It is the Owner's responsibility to notify PHH of any equipment that needs to be declared or any changes made to this during the term of PHH's management of the property.

13. GOODS AND SERVICES TAX (GST)

1. GST in the agreement will be varied in accordance with gazetted government mandate of the current rate. This extends to charges made by PHH, suppliers, contractors, Booking Platforms etc.

14. VARIATIONS TO THIS AGREEMENT

1. Variations to the agreement can be made in writing and must be accepted by both parties.

15. TERMINATION OF THE AGREEMENT / PROPERTY WITHDRAWAL

1. Subject to clause 15(10) below, either party can terminate this agreement at any time on 90 days written notice.
2. Either party (**Serving Party**) has the right to terminate the agreement if the other party (**Defaulting Party**) has:
 - (a) failed to comply with their obligations under this agreement;
 - (b) the Serving Party has issued a written notice on the Defaulting Party requesting the failure be remedied; and
 - (c) the Defaulting Party has not remedied the failure within 14 days of receiving notice from the Serving Party.
3. The Owner will be responsible for all outstanding invoices and/or subscription service payments.
4. PHH retain ownership of the professional photographs. These can be purchased by the Owner for a fee of \$300+GST upon termination of this agreement.
5. Website property listings and reviews cannot be transferred and will be removed upon termination of this agreement.

6. The Owner agrees that they will not re-use any intellectual property created by PHH including the property name or property description unless purchased for a fee of \$200+gst each.
7. In the event that this agreement is terminated during the Initial Period, the Owner will be liable to pay an early termination fee of \$1,995.00+GST which is a genuine pre-estimate of PHH's cost associated with the termination.
8. Upon termination of this agreement, PHH reserves the right to continue to take bookings up to the notice period end date and earn the relevant management fee for bookings taken
9. Upon termination of this agreement, PHH will charge the Owner Management Fees for future bookings, calculated on the date that is the end of the notice period (End Date). The Owner authorises PHH to deduct these Management Fees from the owner's balance held in the trust account.
10. The balance of funds (after the deductions of PHH's Management fee) will be transferred by EFT to a bank account nominated by the Owner.
11. If the balance in the Owner's trust account is insufficient to cover the Management Fee due under clause 15.9, the Owner is required to pay the shortfall within 2 business days of the End Date.
12. Management of bookings after the End Date are the responsibility of the Owner or new property manager. The Owner agrees that procuring the booking is adequate consideration for payment of the Management Fee referred to at clause 15.9.
13. PHH reserves the right to withhold disbursement from the date of advice until termination. Booking proceeds will be held in trust to cover any future payments of invoices which come due.
14. In the event that the owner denies access to the property by PHH or guests, all current and future bookings will be deemed canceled by the owner and clause 16.3 will apply.
15. In the event that the property is advertised for sale at any time during the contract period the contract will be considered terminated effective immediately.

16. MANAGEMENT FEES AND CHARGES

1. PHH's standard management fee is calculated as follows: 18% Inc GST (or 17% Inc GST for multiple properties) of the total booking amount (includes nightly rates, cleaning fee and linen fees).
2. If the property is not pet friendly or does not have air conditioning an additional management fee of 2% Inc GST will apply to the total booking amount. In the event that the property becomes both pet friendly and air conditioned the standard management fee (16.1) will apply from the date that PHH is advised by the owner in writing.
3. All charges incurred to manage the Property, including cleaning fees and linen/laundry charges are the responsibility of the Owner and will be deducted from the Trust Account
4. For guest bookings canceled by Owners, the PHH management fee of 18% Inc GST will be charged (or 17% Inc GST for multiple properties). Applicable website cancellation fees will be charged to the owner.
5. In the event of a problem relating to the failure of an appliance or physical item or a lack of maintenance or failure to keep the property consumables replenished in accordance with the PHH Setup Checklist, a third party or PHH staff member may attend the Property to rectify the issue. Fees for the co-ordination and resolution of the issue will be charged to the Owner for payment except where the fees are recovered from the Guest
6. No fees are payable on bookings originated by the Owner or other property manager prior to the date of this agreement
7. Tasks outside of the scope of this agreement will be charged at the following rates:
 - (a) \$60 plus GST per hour performed between Business Hours on Business Days;
 - (b) \$120 plus GST per hour for work performed outside Business Hours on Business Days or during the weekend;
 - (c) \$180 plus GST for work performed on public holidays
8. If any invoices remain unpaid for 14 days we will send you a letter of demand. If the debt remains unpaid after seven days from sending the letter of demand we will refer your debt to a debt collection agency, and if we do so you must pay any costs that we incur in connection with the recovery of the unpaid invoices (including the debt collection agency's fees and any legal fees).

SIGNATURES

In the event of multiple owners the signature of one Owner is taken to have been with the authority and consent of all the owners and the Owners are jointly and severally bound.

Signature of owner:

Signature on behalf of PHH:

Craig Reid, Principal.