

# HOLIDAY AND SHORT TERM RENTAL CODE OF CONDUCT

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## OVERVIEW & ADMINISTRATIVE FRAMEWORK



### Participating and Supporting Organisations

#### Participating Organisations



#### Supporting Organisations



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## INTRODUCTION

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Holiday rental is a long established practice in Australia and serves a range of purposes. The short term rental of houses and apartments to holiday makers, workers and students makes an important contribution to the local as well as the broader State and national economy. Holiday rental is the term used to describe the rental of a dwelling for short periods, most commonly for weekends or a few weeks for holidays. Short term rental is also used by workers, students and the like who require residential accommodation for a limited period of time.

The use of a dwelling for the provision of holiday accommodation can be considered to be ancillary to the main use of the residential property. A dwelling includes a room or suite of rooms occupied or used as a separate domicile (including a house, villa, town house, apartment or granny flat) whether for permanent or holiday accommodation.

Holiday rental of a residential property is typically through a licence agreement rather than a tenancy agreement under the relevant state and territory residential tenancy legislation.

Holiday rental of dwellings can make a positive sustainable contribution to local tourism and communities, and should be managed so as to minimise any adverse social or environmental impacts. However in some areas, the increased use of dwellings for holiday rental accommodation has led to some impacts on amenity such as in relation to noise and car parking issues.

This Code of Conduct has been developed and refined over several years to provide a self-regulatory approach in the management of holiday and short term rental. This approach has been used in some areas and has been found to be successful in managing amenity impacts associated with holiday rental, particularly in New South Wales.

The Holiday Rental Industry Association (HRIA) was launched in February 2013 as a national peak industry body for Australia's holiday rental industry. One of the key objectives of the HRIA is to promote the sustainable development of the industry through enhancing industry standards and promoting self regulation in cooperation with local government and other stakeholders.

In accordance with those objectives the HRIA resolved to adopt and adapt the Code of Conduct to apply to the holiday rental industry throughout Australia.

**This self regulatory approach to Holiday Rental incorporates four components:**

**Part 1** This part outlines obligations on Participating Organisations to cooperate and combine efforts to achieve the Objectives of the Code through appropriate administration and enforcement of the Code.

**Part 2** This part outlines obligations on Managers of Holiday Rental Properties.

**Part 3** This part outlines obligations on Owners and Guests required to implement the Code through the standards set for Terms and Conditions of the contract between the Owner and Guests.

**Schedule A** Sets out model Terms and Conditions as a “deemed to satisfy” solution to the requirements of Part 3.

**Part 4** This part provides a framework for obligations on House Rules for Visitors and Guests at a Property through the standards set for House Rules to ensure that the amenity of neighbouring properties is not adversely affected.

**Schedule B** Sets out model House Rules as a “deemed to satisfy” solution to the requirements of Part 4.

# Holiday and Short Term Rental Code of Conduct Introduction

## **OBJECTIVES OF THIS CODE**

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The objectives of this Code of Conduct are:

- a) To establish acceptable standards of behaviour for Holiday Rental Guests and Visitors to minimise any adverse social or environmental impacts;
- b) To assist Owners and Managers of Holiday Rental accommodation to meet the needs of all stakeholders including Guests, neighbours, local communities, local councils and government authorities; and
- c) To inform the community of the standards of conduct expected from Holiday Rental Owners, Managers, Guests and Visitors so as to effectively minimise amenity impacts.

Government authorities and private sector bodies are encouraged to support this Code of Conduct and to work cooperatively with the National Code Administration Committee and Participating Organisations to achieve its Objectives whether as Supporting Organisations or otherwise.

## **DEFINITIONS USED IN THIS CODE**

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- **Holiday Rental** means rental of Property for holiday and other purposes within the maximum term permitted for rental without a residential tenancy agreement under state and territory residential tenancy legislation.
- **Dwelling** means a room or suite of rooms occupied or used or so constructed or adapted as to be capable of being occupied or used as a separate domicile.
- **Guest** means a person who stays overnight in the Property during the term of the occupancy.
- **Manager** means the Owner or another person appointed by the Owner (such as a real estate agent), who is responsible for renting the Property.
- **Offensive Noise** is as defined under relevant state environmental protection legislation and any local regulations.
- **Owner** means the person or entity who owns the Property. It includes the lessee of a Property who sublets or licences it to others for Holiday Rental.
- **Participating Organisations** comprise those organisations that endorse and agree to implement this Code of Conduct.
- **Property** means Dwellings and residential premises including houses, dual occupancies, villas, townhouses, apartments, units, secondary dwellings, cabins and the like generally with a maximum of 6 bedrooms unless the relevant local council permit holiday rental in properties with more than 6 bedrooms.
- **Supporting Organisations** comprise those organisations that register to support and promote the Code and that may enter further partnership and other cooperative arrangements with the National Code Administration Committee to achieve common objectives.
- **Visitor** means a person a Guest invites or permits to visit the Property during the term of the occupancy who does not stay overnight.

# Holiday and Short Term Rental Code of Conduct Part 1

## Part 1. Obligations of Participating Organisations

***This Part outlines the arrangements and the role and responsibilities of Participating Organisations for the promotion, implementation, administration, monitoring and enforcement of this Code of Conduct.***

### 1.1 Guiding Principles

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This Code of Conduct is for use by Participating Organisations to outline to Holiday Rental Managers, Owners Guests and Visitors what their responsibilities are in order to ensure that the amenity of the Property and neighbours is maintained.

- a) This Code of Conduct applies to the Holiday Rental of Property owned or managed by members of Participating Organisations;
- b) Managers (including owners and agents) are encouraged to join Participating Organisations and may become Participating Organisations;
- c) Participating Organisations consider that compliance with this Code of Conduct is required to achieve the Objectives and undertake to enforce this Code;
- d) Participating Organisations signify their endorsement and agreement to this Code of Conduct by signing and lodging a copy of it with the National Code Administration Committee;
- e) Participating Organisations may withdraw their endorsement and agreement to this Code of Conduct at any time by lodging a written notice with the National Code Administration Committee; and
- f) Participating Organisations will implement and promote this Code of Conduct and make a copy of it available to the public from their website.
- g) The Guiding Principles for Guests and Visitors in the Holiday Rental of a Property under this Code of Conduct are:
  - This is a home;
  - Treat it as your own;
  - Respect your neighbours;
  - Leave it as you find it.

## **1.2 Implementation of the Code**

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This Code of Conduct will be implemented through the following mechanisms:

### **1.2.1 Through Participating Organisations:**

- a) Participating Organisations must require an undertaking from Managers to comply with the Code of Conduct as a condition of membership of their organisation or of listing their Property as the case may be; and
- b) Where a Participating Organisation is a Manager they must require an undertaking from Owners as a condition of managing their Property to endorse and comply with relevant provisions in the Code and agree to this Code so far as the Manager's own Property is concerned.

### **1.2.2 Through Owners and Managers:**

- a) The Terms and Conditions upon which the Property is offered, booked and occupied for Holiday Rental must meet the standards in Part 3 of this Code and be incorporated into the contract between the Owner of the Property and Guests;
- b) House Rules including the fundamental obligations of Guests and Visitors on Noise and Residential Amenity under the Terms and Conditions must meet the standards in Part 4 and be displayed at all times in a prominent position in the Property to remind Guests of their key contractual obligations and to inform all Guests and Visitors of the conditions upon which they are permitted to enter and remain on the Property; and
- c) A full printed copy of this Code of Conduct, the Terms and Conditions, the House Rules and any By Laws relating to the strata or community title must be provided in a Guest & Visitor Information Folder within the Property in a location which is prominent and easily accessible to Guests, Visitors and persons authorised by the Manager or law to inspect and enforce compliance.

### **1.2.3 In cooperation with Supporting Organisations and other stakeholders.**

## **1.3 Sanctions**

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### **1.3.1 Through Participating Organisations**

Each Participating Organisation is responsible for dealing with instances where Managers are not complying with this Code of Conduct.

- a)** Participating Organisations may impose sanctions upon Managers for non compliance with this Code of Conduct;
- b)** Such sanctions will be imposed under the terms of their membership or listing arrangements with Managers;
- c)** If so directed by the National Code Administration Committee, a Participating Organisation must impose the sanctions;
- d)** A Manager who disputes a sanction imposed upon it by a Participating Organisation under this Code may appeal to the National Code Administration Committee and in that case the National Code Administration Committee will review the sanction and direct the Participating Organisation on what it considers to be the appropriate sanction in all the circumstances; and
- e)** The sanctions should reflect the nature, seriousness and frequency of the breach and include in increasing severity:
  - i.** Issuing a censure or warning to the Manager;
  - ii.** Requesting the Manager to rectify the harm done or compensate for the damage caused by the breach;
  - iii.** Requesting the Manager to take remedial action to ensure the breach does not reoccur. Remedial action may include more restrictive practices, for example limiting the number of Guests permitted to stay at a Property to a lesser number or restricting the number of Visitors and the hours when Visitors can be on the Property ; and
  - iv.** Expulsion from membership or delisting of the Property as the case may be.

### **1.3.2 Through the National Code Administration Committee**

The National Code Administration Committee is responsible for dealing with instances where Participating Organisations are not complying with this Code of Conduct.

- a)** The National Code Administration Committee may impose sanctions upon Participating Organisations for non compliance with the obligations of a Participating Organisation under this Code of Conduct.
- b)** If a Participating Organisation disputes a sanction imposed upon it by the National Code Administration Committee under this Code the dispute shall be submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations. Unless the National Code Administration Committee and the Participating Organisation agree upon an arbitrator, either of them may request a nomination from either the President OR the Chapter Chairman of the Chapter where the dispute arises.
- c)** The sanctions should reflect the nature, seriousness and frequency of the breach and include in increasing severity:
  - i.** Issuing a censure or warning to the Participating Organisation;
  - ii.** Requesting the Participating Organisation to rectify the harm done or compensate for the damage caused by the breach;
  - iii.** Requesting the Participating Organisation to take remedial action to ensure the breach does not reoccur; and
  - iv.** Cancelling the registration of the Participating Organisation under this Code of Conduct.

## **1.4 Code Administration**

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### **1.4.1 National Code Administration Committee**

This Code of Conduct will be administered by the National Code Administration Committee (“NCAC”).

- a)** The NCAC will comprise Holiday Rental industry representatives from each State and Territory approved by the HRIA.
- b)** Members of the NCAC may be appointed and dismissed by decision of the HRIA.
- c)** The HRIA may invite representatives of other industry and stakeholder bodies to act as observers or advisors to the NCAC when appropriate, for example, state or local holiday rental bodies, real estate institutes, tourism bodies, consumer organisations, community organisations.

- d) The HRIA may also invite other relevant authorities to act as observers or advisors to the NCAC when appropriate, for example the Australian Competition and Consumer Commission and State and Territory Government agencies such as Tourism, Planning and Fair Trading Departments, law enforcement authorities, Local Government and Shires Associations.
- e) The NCAC will be funded by the HRIA.
- f) The NCAC, with approval of the HRIA, may delegate its role and responsibilities to sub-committees to deal with particular states, territories, regions or matters.
- g) The chairman and secretary of the NCAC and of each sub-committee of the NCAC will be appointed by decision of the HRIA.
- h) Unless otherwise agreed meetings of the NCAC will be held in Sydney, NSW and members from other cities or states may participate by telephone or video conferencing.
- i) Meetings of the NCAC require a quorum of a majority of members present or participating by telephone or video conferencing.
- j) Decisions of the NCAC will be made by simple majority provided that:
  - i. In the event of a deadlock the Chairman shall have an additional casting vote; and
  - ii. NCAC decisions to amend this Code of Conduct also require approval of the HRIA
- k) All the authorities and responsibilities of the HRIA referred to in this clause 1.4.1 will be exercised by the Board of the HRIA.

#### **1.4.2 The Role of the NCAC**

The role of the NCAC will be to:

- a) Publicise and promote this Code of Conduct;
- b) Maintain a register of Participating Organisations, receive and process signed copies of this Code of Conduct and any notice or decision that any signatory ceases to be a Participating Organisation;
- c) Maintain a register of Supporting Organisations and carry out the obligations of the NCAC under the associated Memoranda of Understanding;
- d) Monitor and review the operation of this Code of Conduct;
- e) Give instructions to Participating Organisations and hear and determine appeals from Managers concerning sanctions under Clause 1.3.1 of this Code of Conduct;
- f) Impose sanctions upon Participating Organisations under clause 1.3.2 of this Code of Conduct;

- g)** Consult with Participating Organisations and key stakeholders from the Holiday Rental industry (where appropriate) on proposed amendments to this Code of Conduct;
- h)** Determine necessary amendments to this Code of Conduct, subject to approval of the HRIA;
- i)** Operate within the funding arrangements provided and approved by the HRIA.
- j)** Report to the HRIA periodically and as and when requested by the HRIA including on the monitoring and outcomes of the Code referred to in Clause 1.5;
- k)** Produce an annual report on this Code of Conduct and its administration;
- l)** Report on the operation and effectiveness of this Code of Conduct to Supporting Organisations and as required to other state and territory government Tourism, Fair Trading and Planning authorities;
- m)** Report to the Participating Organisations and key stakeholders from the Holiday Rental industry on the operation and effectiveness of this Code of Conduct;
- n)** Organise an independent review of this Code of Conduct once every three years;
- o)** The reports and review referred to in sub paragraphs i)-j) above must first be provided to the HRIA for approval prior to publication, release or distribution to any other party; and
- o)** All the authorities and responsibilities of the HRIA referred to in this clause 1.4.2 will be exercised by the Board of the HRIA.

## **1.5 Cooperation with Supporting Organisations**

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The NCAC will promote and facilitate cooperation with Supporting Organisations by:

- Communication;
- Consultation;
- Complaint referrals and handling; and
- Reporting.

### **1.5.1 General Cooperation**

- a)** The NCAC will communicate and engage with key stakeholders particularly government authorities and private sector bodies who share common objectives and concerns directly and through local Participating Organisations.
- b)** Key government authorities include national and state tourism, consumer, fair trading and planning departments as well as local councils.
- c)** The NCAC will address and deal with issues and concerns raised in these communications and engagements in carrying out its role and responsibilities through the code administration processes set out in this Part.

### **1.5.2 Supporting Organisations**

- a)** Stakeholders may register as Supporters Organisations and will be recognised as such under the Code.
- b)** Where there is sufficient common interest and concern the NCAC may enter express partnership and cooperative arrangement with particular Supporting Organisations to address these matters in a more organised, systematic and effective way.

### **1.5.2 Memoranda of Understanding**

- a)** The NCAC may enter and implement a written Memorandum of Understanding with a Supporting Organisation to cover the key points such as:
  - i.** Complaint referral;
  - ii.** Complaint handling and reporting;
  - iii.** Observer and advisor status on the Code;
  - iv.** Review of the Code;
  - v.** Amendments to the Code;
  - vi.** Input into national, state and local policy, laws and regulations; and
  - vii.** Such other matters as are mutually agreed.

## **1.6 Monitoring Outcomes of the Use of this Code**

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The NCAC will monitor the implementation of this Code.

### **1.6.1 Monitoring criteria**

The criteria which will be used to monitor and measure the effectiveness of this Code of Conduct include:

- a)** Number of Participating Organisations;
- b)** Number of Owners and Managers of a Property represented by Participating Organisations;
- c)** Number of endorsing government authorities and private sector bodies;
- d)** Number of relevant complaints (bearing in mind that implementation of this Code of Conduct will provide and promote mechanisms for lodging complaints) received by the following (so far as data is available and provided to the NCAC):
  - i.** Participating Organisations;
  - ii.** Supporting Organisations; and

- iii. Other stakeholders;
- e) Success rate in resolving disputes and complaints without recourse to litigation (so far as data is readily available); and
- f) Instances of acceptance of this Code of Conduct as a practical self regulatory alternative to government regulation.

#### **1.6.2 Outcomes from the monitoring**

- a) This Code of Conduct is designed to be a living document that will evolve based on monitoring outcomes and stakeholder feedback.
- b) The NCAC will be responsible for making necessary changes to better achieve the objectives of this Code of Conduct.

#### **1.7 Compliance with Australian Competition & Consumer Act**

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This Code of Conduct is intended to comply with the Australian Competition and Consumer Act 2010 (the 'Act') and any term or requirement of the Code including Parts 1, 2, 3 and 4 which conflicts with the Act shall be read and be enforceable as if it complies with the Act.

# Holiday and Short Term Rental Code of Conduct Part 2

## Part 2. Obligations of Property Managers

***This Part outlines the role and responsibilities of Managers, including standards, practices and procedures for implementation of this Code of Conduct.***

### 2.1 Role and Responsibilities of Managers

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- a) Managers are required to comply with this Code of Conduct as a condition of membership of a Participating Organisation or of listing their Property with a Participating Organisation as the case may be.
- b) Managers must also comply with any request made by a Participating Organisation under the Sanction provisions of this Code of Conduct.
- c) Managers must use their best endeavours to ensure that Property under their management used for Holiday Rental complies with this Code of Conduct generally including in particular the standards, practices and procedures under this Part.
- d) Managers must outline to Guests (and Visitors) the consequences of not complying with any Terms and Conditions.
- e) Managers are to provide information to neighbouring properties on the relevant authority to contact in the event of a contravention of the Terms and Conditions. This can include the provision of a telephone number to contact in this event.

### 2.2 Property Management generally

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#### 2.2.1 Managers should:

- a) Act with integrity, professionalism, courtesy and consideration when dealing with Guests, neighbours, Owners corporations and other community stakeholders; and
- b) Cooperate with other stakeholders including industry associations, tourism bodies, local councils and other government authorities to enhance the image, standards and contribution of Holiday Rental to the economy.

**2.2.2 The Property must not be offered, described, or advertised:**

- a) In a false or misleading manner;
- b) For a purpose inconsistent with this Code of Conduct; or
- c) For more than the maximum number of Guests or Visitors determined in accordance with this Code of Conduct or in any relevant environmental planning instrument.

**2.2.3 The Property offered must:**

- a) Be offered in a clean, safe and habitable state of repair; and
- b) Comply with relevant planning, building and fire safety and health regulations.

**2.2.4 Managers should:**

- a) Provide general, after hours and emergency telephone numbers to Guests and neighbours; and
- b) Have a local representative to manage Guests and Property issues.

## **2.3 Insurance**

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Owners and Managers should hold appropriate insurance, including comprehensive landlords' and public liability insurance (as appropriate.)

## **2.4 Complaints handling**

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**2.4.1 Managers must:**

- a) Have a policy, setting out how to deal with disputes or complaints;
- b) Retain a log of related communication and actions taken;
- c) Respond to complaints professionally and take effective action to stop any problems; and
- d) Cooperate and participate in any complaint handling, response or resolution system implemented by their relevant Participating Organisation or local council.

**2.4.2 Managers must also make and maintain a record of the following particulars of each complaint:**

- a) Date and time received;
- b) Name and designation (e.g. Guest, neighbour, council, police etc) of complainant(c) contact details of complainant;
- c) Nature of complaint;

- d) Action taken (by whom and when); and
- e) Outcome and/or further action required (e.g. community consultation, meet with council, meet with local police, review management systems or issue resolved.)

**2.4.3 Participating Organisations and Managers should encourage and facilitate complaint handling and dispute resolution through the following stages:**

- a) Initially by the Manager;
- b) If not resolved in (a) then through the relevant Participating Organisation; and
- c) If not resolved in (b) then through the relevant state or territory Fair Trading or other authority.

## **2.5 Consequences of not meeting this Code of Conduct**

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Where required to ensure compliance, Managers must make Owners, Guests and Visitors aware that:

- a) Depending on the Terms and Conditions of the contract between the Guest and Owner, the consequences of not meeting the requirements of this Code of Conduct can include enforcement action from:
  - i. The Owner and its agents including Manager and security services;
  - ii. Local councils or; and
  - iii. In some instances, the Police.
- b) Enforcement action is subject to the Australian Consumer Law and other relevant legislation.
- c) Such enforcement action could result in termination of permission to occupy the Property, eviction, loss of rental paid, deductions from security deposits and extra charges.
- d) It is therefore important for all Guests to be aware of their obligations and of their responsibilities to make any Visitors to the Property aware of these requirements to maintain the amenity of the Property and its neighbourhood.

## **2.11 Standards for Terms and Conditions (Part 3) and House Rules (Part 4)**

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### **2.11.1 Approach: prescribed standards not solutions**

- a) It is acknowledged that Holiday Rental Properties, Managers, Guests, Visitors, neighbourhoods, systems and other circumstances for holiday rental around Australia are diverse and a prescriptive “one-size-fits-all” approach is unlikely to achieve the Objectives;
- b) It is also acknowledged that the industry is dynamic and that alternative, innovative and technological solutions which achieve the Objectives should be encouraged and not stifled by undue prescription;
- c) Accordingly, in the performance standards set out in Parts 3 and 4, the focus is on the required outcome to be achieved rather than on prescription of rigid “one-size-fits-all” solutions.

### **2.11.2 Deemed to satisfy solutions**

- a) To provide guidance and assistance to the industry, the Code does provide in Schedules A and B so far as is practical “deemed to satisfy” solutions to compliance with the performance standards in Part 3 and Part 4 respectively;
- b) The benefit of adopting a “deemed to satisfy” solution to a performance standard is that, in the event of a complaint about a Property to a Participating Organisation or the NCAC which relates to a performance standard, there is no onus on the Owner to prove that the relevant Terms and Conditions or House Rules used for the Property meet the relevant performance standard.

### **2.11.3 Equivalent solutions**

- a) Managers are free to adapt or adopt different provisions in their Terms and Conditions and House Rules from those set out in Schedules A and B respectively which better suit their own circumstances, provided they are “equivalent solutions”.
- b) Equivalent solutions are Terms and Conditions and House Rules for a Property that are designed to achieve the required performance standards by provisions which are different from the deemed solutions.
- c) In the event of a complaint about a Property to a Participating Organisation or the NCAC which relates to a performance standard where the relevant deemed solution has not been used, the onus is on the Manager to prove that the performance of the provisions used is at least equivalent to that of the deemed to satisfy solution.

### **2.11.3 Equivalent solutions**

Failure to adopt a deemed solution or equivalent solution to each of the performance standards in Part 3 and Part 4 is a breach of this Code of Conduct.

## **2.3 Terms, Conditions and House Rules**

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### **2.3.1 Managers must ensure that:**

- a) The Terms and Conditions upon which the Property is offered, booked and occupied for Holiday Rental must meet the standards specified in Part 3.
- b) These Terms and Conditions must be incorporated into the contract between the Owner and the Guest.

### **2.3.2 Managers must:**

- a) Provide and have displayed prominently in the Property, the House Rules;
- b) Provide a Guest & Visitor Information Folder containing other information including a copy of this Code of Conduct and information promoting good neighbourly behaviour;
- c) The House Rules upon which Guests and Visitors are permitted to enter and remain upon the Property must meet the standards specified in Part 4; and
- d) The Terms and Conditions and House Rules must not offend the unfair contract terms and other provisions of the Australian Consumer Law.

## **2.4 Deemed to Satisfy Provisions**

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### **Schedule A**

- c) Sets out model Terms and Conditions as a “deemed to satisfy” solution to the requirements of part 3.

### **Schedule B**

- d) Sets out model House Rules as a “deemed to satisfy” solution to the requirements of Part 4.

# Holiday and Short Term Rental Code of Conduct Part 3

## Part 3. Terms and Conditions between Owners and Guests: Performance Standards

*These are the Performance Standards for the Terms and Conditions of the Contract between the Owner and the Guest.*

*The Terms and Conditions upon which a Property is offered, booked and occupied for Holiday Rental under the contract between the Owner and Guest must adequately cover and be consistent with the requirements of the Holiday Rental Code of Conduct.*

### 3.1 Formalities:

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Be in writing, cover the matters in Part 3 of the Code of Conduct and be legally compliant and enforceable in contract law.

### 3.2 General Content

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Adequately identify the property; provide name, address and contacts of the parties; clearly set out the details of the occupancy; and make clear and fair provisions for variation and termination.

### 3.3 Licence not a tenancy

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Define the legal rights and status of Guests as licensees to the extent possible within the holiday rental exception in residential tenancy legislation and reserve the Owner's right to terminate the occupancy and evict for breach.

### 3.4 Security Deposits or Bonds

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Make effective and fair use of security deposits or bonds to procure compliance.

### 3.5 By Laws and Common Property

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Where the Property is part of a strata or community title scheme, require Guest and Visitor compliance with owners' corporation by-laws and include damage to common property as a ground for drawing upon the security deposit or bond.

### **3.6 Number of Guests and Visitors**

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Specify the maximum number of Guests and Visitors permitted at the Property. Generally, the maximum number of adult Guests permitted at a Property must not exceed 2 per bedroom plus 2.

### **3.7 General obligations of Guests and Visitors**

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Set out the general obligations of Guests and Visitors designed to procure safety and security and preserve residential amenity.

### **3.8 Noise and Residential Amenity**

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Prohibit Offensive Noise and antisocial behaviour and enable the Manager to exercise all legal rights and remedies to promptly deal with any breach.

### **3.9 Functions and parties**

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Prohibit “party house” and non compliant functions.

### **3.8 Access and Parking**

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Regulate Guest and Visitor parking to ensure compliance and consideration for neighbours.

### **3.9 Recycling and Garbage**

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Regulate garbage storage and disposal to ensure compliance and avoid adverse impacts on amenity and neighbours.

### **3.10 Complaints and dispute resolution procedure**

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Provide adequate information on complaints handling and dispute resolution.

### **3.11 Consequences of not meeting the Terms and Conditions**

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Clearly set out the consequences of not meeting Terms and Conditions and enable the Manager to exercise all legal rights and remedies to promptly deal with any breach.

# Holiday and Short Term Rental Code of Conduct Part 4

## House Rules for Guests and Visitors - Performance Standards

*These are the Performance Standards for the House Rules for a Property offered, booked and occupied for Holiday and Short Term Rental under the Code of Conduct. House Rules must be provided at the Property to ensure that Guests and Visitors know and comply with the specific Rules governing their permission to enter and occupy the Property.*

### 4.1 General requirements

Holiday rentals provide a unique tourism experience: consider this your home, treat it as your own, respect your neighbours and leave it as you find it. House Rules are binding on Guests and Visitors and any issues must be promptly reported to the Manager

### 4.2 Noise and Residential amenity

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Offensive Noise and anti-social behaviour is prohibited

### 4.3 Visitors

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Guests are responsible for Visitors

### 4.4 Gatherings or functions

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Parties and non compliant functions or gatherings are prohibited

### 4.5 Parking

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Parking regulations and requirements are specified clearly

### 4.6 Garbage and recycling

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Garbage storage and disposal requirements are specified clearly

### 4.7 Security

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Security arrangements are specified clearly

### 4.8 Swimming pool/spa (if applicable)

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Hours of use and safety measures are specified

### 4.9 Deck and balcony areas

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Appropriate rules are specified

### 4.10 Smoking

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Restrictions at the Property are specified

#### **4.11 Pets**

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Restrictions are specified

#### **4.12 BBQ**

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Arrangements are specified

#### **4.13 Damages and breakages**

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Damages and breakages must be reported to the Manager

#### **4.14 On departure arrangements**

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Arrangements for keys, security, dishwashing, rubbish, etc are specified

#### **4.15 Emergency Contact**

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Emergency contact name and telephone numbers are provided

#### **4.16 Compliance**

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Consequences of non-compliance are specified including termination and eviction

# Holiday and Short Term Rental Code of Conduct Schedule A

*These are a "deemed to satisfy" solution to the performance standards set for Terms and Conditions under Part 3 of the Holiday and Short Term Rental Code of Conduct. However they do need to be adapted and augmented as necessary to cover the specific issues and circumstances of the Property and occupancy.*

## Terms and Conditions between Owners and Guests

*The Terms and Conditions upon which a Property is offered, booked and occupied for Holiday Rental under the contract between the Owner and Guest which are consistent with the requirements of the Holiday Rental Code of Conduct.*

### 3.1 Formalities:

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The Terms and Conditions:

- a) Must be in writing;
- b) May be in electronic, printed or other legally compliant form;
- c) Must include the information and cover the matters in Part 3 of this Code of Conduct;
- d) May incorporate information by reference including Booking Conditions, Occupancy Agreement, House Rules, By Laws and information made available to the Guest from web sites; and
- e) May cover such other matters generally required in relation to Holiday Rental of the Property and any special conditions provided they are not inconsistent with this Code of Conduct including in particular this Part 3.

### 3.2 General Content

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- a) The Terms and Conditions must include:
  - i. the address and description sufficient to identify the particular Property;
  - ii. Guest's name, usual residential address, email and phone number(s);
  - iii. dates of occupancy and check-in/check-out times;
  - iv. total rental payable and any other charges;
  - v. amount and timing for payment of deposit and balance of moneys due;
  - vi. provisions on variation, cancellation and forfeiture or refund of moneys paid; and

- vii.** Contact details for the Manager or their nominated representative.
- b)** The Terms and Conditions must not offend the unfair contract terms and other provisions of the Australian Consumer Law.

### **3.3 Licence not a tenancy**

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The Terms and Conditions must include:

- a)** Guests are granted a limited permission to occupy the Property for holiday purposes;
- b)** Except where residential tenancy legislation otherwise requires, this is not a residential tenancy agreement; and
- c)** Failure to comply with the Guest's obligations in the Terms and Conditions may result in termination of permission to occupy the Property and eviction.

### **3.4 Security Deposits or Bonds**

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- a)** A security deposit (or equivalent e.g. as cash or a credit card transaction or authorisation) is required prior to commencement of the occupancy;
- b)** Failure to comply with the Terms and Conditions may result in charges against the security deposit; and
- c)** Security deposits will be administered, processed and accounted for and any balance released or returned to the Guest as soon as possible following their departure in accordance with the applicable law.

### **3.5 By Laws and Common Property**

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Where the Property is part of a strata or community title scheme:

- a)** Guests and Visitors must comply with owners' corporation by-laws and the lawful directions of managers and caretakers of the scheme; and
- b)** Guests are responsible for damage to common property by Guests or their Visitors and this is a ground for drawing upon or charging the security deposit or bond.

### **3.6 Number of Guests and Visitors**

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- a)** The maximum number of adult Guests permitted at a Property is [specify total number for the Property which must not exceed a maximum of 2 per bedroom plus 2]; and

- b) The number of Visitors permitted at a Property is [specify number which must not be such as may conflict with residential amenity, House Rules and more generally the Holiday and Short Term Rental Code of Conduct.

### **3.7 General obligations of Guests and Visitors**

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Guests and Visitors must:

- a) Comply with all House Rules and By-Laws;
- b) Respect the residential amenity and security of the Property and neighbours;
- c) Refrain from anti-social behaviour;
- d) Guests must control and be responsible for Visitors and ensure that Visitors comply with House Rules and By-Laws;
- e) Comply with any instructions from the Manager and security services during their stay; and
- f) Notify the Manager of any disputes or complaints as soon as is practicable.

### **3.8 Noise and Residential Amenity**

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- a) Guests and Visitors must not create noise which is offensive to neighbours especially between 10pm-8am and during arrival and departure at any time throughout the occupancy.
- b) Offensive noise is prohibited and may result in:
  - i. Termination of permission to occupy the Property;
  - ii. Eviction;
  - iii. Loss of rental paid; and
  - iv. Extra charges for security and other expenses which may be deducted from Security Deposits or Bonds.
- c) Guests and Visitors must abide by any noise abatement conditions, standards and orders issued by police or any regulatory authority to minimise impacts upon the residential amenity of neighbours and local community.

### **3.9 Functions and parties**

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- a) The Property is not a “party house” and any such activities are strictly prohibited; and
- b) Any gathering, celebration or entertainment permitted at the Property must not conflict with residential amenity and must comply with all House Rules.

### **3.10 Access and Parking**

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- a) Guests and Visitors must comply with parking regulations and show consideration to neighbours;
- b) [Set out information on any constraints on access or any parking restrictions to ensure ease of access with minimum disturbance to other residents or neighbouring properties];
- c) [If relevant, specify maximum number of vehicles permitted onsite and parking space(s) allocated]; and
- d) [If relevant, require Guests to supply vehicle/trailer registration numbers.]

### **3.11 Recycling and Garbage**

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- a) Guests must dispose of garbage and recycling in accordance with the usual practice at the Property and in the allocated bins;
- b) Guests must not leave excess rubbish in public or common areas; and
- c) Guests should be co-operative in complying with requirements in relation to the relevant local council garbage and recycling collection days, and any special requirements relating to the disposal of garbage or waste minimisation.

### **3.12 Complaints and dispute resolution procedure**

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Provide information on complaints handling including:

- a) Guest's obligations to report any problems or incidents promptly; and
- b) Complaints and dispute resolution procedure.

### **3.13 Consequences of not meeting the Terms and Conditions**

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- a) The consequences of not complying with the Terms and Conditions requirements can include enforcement action from the Owner, Manager, security services, and local councils or, in some instances, the Police.
- b) Enforcement action is subject to the Australian Consumer Law and other relevant legislation.
- c) Such enforcement action could result in termination of permission to occupy the Property, eviction, loss of rental paid, deductions from security deposits and extra charges.
- d) It is therefore important for all Guests to be aware of their obligations and of their responsibilities to make any Visitors to the Property aware of these requirements to maintain the amenity of the Property and its neighbourhood.

# Holiday and Short Term Rental House Rules Schedule B

*These are a "deemed to satisfy" solution to the performance standards set for House Rules under Part 4 of the Holiday and Short Term Rental Code of Conduct. However they do need to be adapted and augmented as necessary to cover the specific issues and circumstances at the Property.*

## House Rules for Guests and Visitors

*These House Rules are provided at the Property to ensure that Guests and Visitors know and comply with the specific Rules governing their permission to enter and occupy the Property.*

*Holiday rentals provide a unique tourism experience: consider this your home, treat it as your own, respect your neighbours and leave it as you find it.*

### 4.1 General requirements

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- a)** Guests and Visitors must comply with all House Rules, By-Laws and instructions from the Manager and security services during their stay; and
- b)** Guests must notify the Manager of any disputes or complaints from neighbours as soon as is practicable.

### 4.2 Noise and Residential amenity

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- a)** Guests and Visitors must not create noise which is offensive to occupiers of neighbouring properties especially between 10pm - 8am and during arrival and departure at any time throughout the occupancy;
- b)** Offensive noise is prohibited and may result in termination of permission to occupy the Property, eviction, loss of rental paid and extra charges for security and other expenses which may be deducted from the Security Deposit or Bond under the Terms and Conditions; and
- c)** Guests and Visitors must not engage in anti-social behaviour and must minimise their impact upon the residential amenity of neighbours and local community.

### 4.3 Visitors

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- d)** Guests are responsible for ensuring the limits set on Visitor numbers is complied with at all times; and
- e)** Guests are responsible for ensuring that Visitors comply with these House Rules.

#### 4.4 Gatherings or functions

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- a) The Property is not a “party house” and any such activities are strictly prohibited; and
- b) Any gathering, celebration or entertainment permitted at a Property must not conflict with residential amenity and must comply with all the other requirements.

#### 4.5 Parking

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- a) Guests and Visitors are to comply with parking regulations and other requirements set out below and show consideration to neighbours and other vehicles; and
- b) Parking arrangements at the Property are as follows: [Manager insert here]

#### 4.6 Garbage and recycling

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- a) Guests and Visitors must dispose of garbage and recycling in accordance with the usual practice at the Property (as set out below) in the allocated bins, and excess rubbish must not be left in public or common areas; and
- b) Garbage and recycling arrangements at the Property are as follows: [Manager insert here]

#### 4.7 Security

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- a) Whenever you are absent from the Property, close all windows and doors to maintain security and prevent rain and water damage; and
- b) [Specify any other appropriate security arrangements for the Property]

#### 4.8 Swimming pool/spa (if applicable)

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- a) The swimming pool/spa must not be used between the hours of 10.00pm and 7.00am.
  - b) No glassware is permitted in the pool.
- [Specify any other appropriate arrangements for the Property]

#### 4.9 Deck and balcony areas

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[Specify appropriate rules for the Property]

#### 4.10 Smoking

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[Specify restrictions (if any) at the Property]

#### 4.11 Pets

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[Specify restrictions (if any) at the Property]

#### 4.12 BBQ

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[Specify appropriate arrangements]

#### **4.13 Damages and breakages**

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Damages and breakages must be reported to the Manager

#### **4.14 On departure arrangements**

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[Specify arrangements for keys, security, dishwashing, rubbish, etc as required for the Property]

#### **4.15 Emergency Contact**

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Emergency contact name and telephone numbers are:

[Specify appropriate arrangements]

#### **4.16 Compliance**

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- a)** Breach of these House Rules is a breach of
- (i) The Terms and Conditions of contract; and
  - (ii) The permission for occupancy of the Property.

The Owner and Manager reserve the right, in accordance with law, to terminate the permission to occupy and to evict from the Property, Guests or Visitors who refuse to follow these House Rules or who cause a nuisance