

# Otumutu Lagoon Cottage, 575 Spencer Rd, Lake Tarawera - Short Term Rental Terms

## 1. Terms of the Agreement

1.1 These terms apply when the owner of a property (the "owner"), or the owner's authorised manager or agent, offers to rent the property ("the Holiday House") to a renter (the "renter"). Under this Agreement, the renter agrees to rent the Holiday House from the owner and the owner agrees to rent the Holiday House to the renter on the terms of this agreement (the "Agreement").

"The Owner" – Alexander Smith Family Trust, Jeff and Jacqui Alexander

"The Holiday House" – Otumutu Lagoon Cottage, 575 Spencer Road, Lake Tarawera.

## 2. Bookings/Deposits/Cancellation of Bookings

### Bookings

2.1 A booking is made when a renter contacts the owner of the Holiday House, the owner and renter agree to rent the Holiday House for the term for a price (the "rental"), and the renter pays a deposit. Confirmation of a booking will be provided to the renter once the deposit has been received by the owner.

2.2 At the time of booking the owner may set out terms and conditions in addition to those in this Agreement ("additional terms") which may include, without limitation, terms relating to pets, tents, the number of people permitted to occupy the Holiday House, and additional fees or costs which apply to the booking. The renter agrees to comply with the additional terms, including any terms set out in the website for the Holiday House ([www.stayattarawera.co.nz](http://www.stayattarawera.co.nz)), as if they were set out in this Agreement.

2.3 Subject to the cancellation provisions of this Agreement, once a booking is confirmed in writing by the owner the renter is liable for the balance of the rental together with any extra costs or fees set out in the additional terms.

### Deposit and Payment of Rental

2.4 The renter must, to confirm a booking, pay the owner a deposit equal to either:

1. 50% of the rental for the Holiday House, due within 3 days of booking being accepted , or
2. 100% of the rental for the Holiday House, due within 3 days of booking being accepted, if the booking request is made within 30 days of the proposed date of commencement of the term, or
3. such other amount that the owner determines and advises the renter in writing,due within 3 days of booking being accepted .

Payment of deposit: Once we accept your booking a deposit must be paid AND received by us in order to secure the booking. Your booking will be confirmed upon receipt by us of the deposit. Failure to pay the deposit in time may result in your booking being cancelled and the property being made available to others. Should we cancel a booking of yours due to non or late payment of a deposit then any deposit received by us from you will be refunded in full.

2.5 A deposit, if less than the full amount of the rental, is in part payment of the full amount of rental that is due for renting the Holiday House for the term.

2.6 The balance of the rental, if any, is payable by the renter 30 Days prior to the commencement of the term.

2.7 Late payments: The balance due must be received on or before its due date. If your payment fails to reach us by the due date we may choose to cancel your booking with or without notice to you, and make the property available to others. Cancellation charges apply (see below).

### Cancellations and Amendments

If you need to cancel a booking please let us know as soon as possible so we may offer the property to others.

2.8 Any cancellation or amendment must be in writing.

2.9 The owner may refuse to amend a booking once it has been confirmed in writing and any amendment or transfer of deposit to another booking will be at the sole discretion of the owner.

2.10 The owner may cancel a booking by notice in writing if the renter fails to make any payment due under this Agreement when that payment is due.

2.11 The owner charges an admin fee of \$50.00 for processing a cancellation. A refund, less the admin fee and any rental shortfall, will be provided if a replacement booking can be found. Otherwise, the following cancellation charges apply:

2.12 If a renter cancels this Agreement more than 30 days prior to the commencement of the term results in a Cancellation charge amounting to 50% of the total booking charge to be forfeited by the renter. The balance of the rental will not be payable.

2.13 If the renter cancels this Agreement fewer than 30 days prior to the commencement of the term results in a cancellation charge

amounting to 100% of the total booking charge will remain payable by the renter.

2.14 If the owner cancels this Agreement at any time prior to the commencement of the term the owner will refund the renter any money paid prior to cancellation.

### **3. Damage, cleaning and Bond**

3.1 The renter is responsible to the owner for all breakage, damage and destruction to any property, direct and indirect costs, fines incurred, charges from third parties arising, and damage caused to the Holiday House (including any contents) during the term. The renter agrees to indemnify the owner against any losses or damages suffered by the owner as a consequence of the renter's breach of its obligations under clause 3.1 and to immediately, on demand, reimburse the owner for all such costs.

3.2 The renter must leave the property clean, tidy and in the same condition in which it was found. Remove all rubbish. Otherwise, you will be charged for the extra time required for cleaning.

3.3 If the term is more than 14 days the owner may request a bond of \$500.00 from the renter, to be held by the owner on trust until the end of the term. If a bond is held by the owner it shall not limit any liability of the renter under paragraph 3.1 above.

### **4. Occupation of the Holiday House**

4.1 The renter must not permit more people to occupy the Holiday House than the number stipulated by the owner in the booking confirmation or in the advertisement on the site, regardless of the number of beds available at the property. The booking is valid for the number of persons and group configuration as indicated on the booking request. Any changes to the booking should be communicated to and agreed by the owner in writing, so as to ensure the booking remains valid.

4.2 The renter must not permit smoking in the Holiday House. Smoking may be permitted within the boundaries of the property provided the renter ensures that all associated rubbish is removed at the end of the term.

4.3 The owner may enter the property and the Holiday House at any time to inspect the property and Holiday House provided the owner gives the renter not less than 2 hours' notice. Such notice shall be provided by phone or in writing.

4.4 The Holiday House will be available for occupation from 2.00 p.m. on the day of arrival and must be vacated by 10.00 a.m. on the day of departure. The arrival and departure times may be varied by agreement between the owner and the renter in writing.

4.5 The owner must be provided with 48 hours' notice of the requested arrival time of the renter so the owner may make arrangements in respect of the keys for the Holiday House.

4.6 The owner accepts no responsibility for any loss, or damage, to any of the renter's personal belongings at the Holiday House.

4.7 The renter, as the person making the booking, must be present and onsite at the property throughout the stay, unless agreed in writing by the owner

### **5. Additional Facilities and Linen**

5.1 If any additional facilities provided by the owner are used by the renter or the renter's guests the renter uses those additional facilities at its sole risk.

5.2 The renter is responsible for providing sufficient linen necessities for your stay (i.e. towels, top sheets and bottom sheets, tea towels, bath towels, hand towels, face cloths etc.) Do not sleep on the beds without sheets.

Hire linen packages are available, The linen package consists of bottom sheet, top sheet, pillow case(s), towel(s), tea towel(s), bathmat and face cloth(s).

Hire linen can not be washed onsite, but the additional linen package can be ordered. Missing linen will be charged at replacement cost

### **6. General conduct**

6.1 In addition to anything else stated in these Terms, a breach of the following rules will result in additional charges and/or possible eviction from the property

Intentional damage to the property.

Pitching of caravans or tents on the property without the written consent from the owner.

Parties, events, weddings, receptions, stag / hen festivities without the written consent from the owner.

Smoking inside the property.

Abuse, including verbal or physical, of the owner or its representatives or the neighbours.

Undue nuisance or noise to neighbours or the local community.

Use of illegal substances or conduct of illegal activities at the property.

Anything that could invalidate the insurance policy for the property.

Cutting keys or obtaining remote door controls for the property.

Tampering with smoke alarms.

Leaving a fireplace unattended.

Booking on behalf of another person without intending to be at the property during the stay.

Should you be evicted from the property, all amounts paid will be forfeited and the owner or their representative may remain on-site at the property as you ready for departure.

## **7. Limitation of Liability**

7.1 The parties' liability in respect of this Agreement shall be limited to the value of the rental and other associated charges agreed at the time of booking. In no circumstances will the owner be liable for any consequential damages of any nature, however arising and regardless of whether the owner has been notified of the risk of them.

7.2 The renter's limitation of liability under clause 6.1 shall not apply to liability arising under clause 3.1 or clause 9 of this Agreement.

## **8. Complaints**

8.1 If the renter is not entirely satisfied with the Holiday House they must immediately contact the owner (or the owner's representative) within the rental term.

8.2 In the unlikely event that a complaint of the renter is not addressed by the owner during the term, the renter may make their complaint, in writing, within 14 days after the end of the term.

## **9. Arbitration**

9.1 Should any dispute arise between the owner and the renter which cannot be resolved by discussion between the parties, the matter shall be referred to an arbitrator agreed between the parties, or failing agreement, to an arbitrator appointed by the President at the time of the Arbitrators and Mediators Institute of New Zealand. Any such arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996 and all decisions will final and binding.

## **10. Insurance**

10.1 The renter undertakes that it will not do, permit to be done, or omit to do, any action that does or may invalidate or adversely affect any insurance policy held by the owner in respect of the Holiday House and/or its contents.

10.2 The renter agrees to indemnify the owner against any losses or damages suffered by the owner as a consequence of the renter's breach of its obligations under clause 9.1.

## **11. Privacy Act 1993**

11.1 Information collected by the owner about the renter is used by the owner to determine the credit worthiness of the renter, to operate the Holiday House as a business, and to carry out the owner's obligations under this agreement. The renter authorises the owner to exchange such information with third parties, including (without limitation) its agents used to manage the Holiday House, credit and debt collection agencies, accountants and lawyers. The renter understands that if the renter defaults on any payment under this Agreement, that default may be listed with a credit and/or debt collection agency. Any information provided to a credit and/or debt collection agency may be made available by that agency to other users of that agency's services.

## **12. Consumer Guarantees Act 1993**

12.1 If the Holiday House is being used by the renter for business purposes as that term is defined in the Consumer Guarantees Act 1993 then pursuant to the provisions of the Act the terms and guarantees of the Act do not apply to this transaction.

## **13. Residential Tenancies Act 1986**

13.1 The owner and the renter agree that the term shall not exceed 120 days and this Agreement is not subject to the Residential Tenancies Act 1986.

## **14. Force Majeure**

14.1 Neither party shall be liable to the other where such liability arises through a circumstance entirely outside the control of that party.

## **15. Contracts (Privity) Act**

15.1 This Agreement confers rights on the owner and is, for the purposes of the Contracts (Privity) Act 1982, for the benefit of and may be enforced by the owner, any nominee, assignee or subsequent purchaser of the assets of holiday house.