

# Short Term Rental of Waitaha House 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").

1.2 Trade Me Limited administers the website holidayhouses.co.nz (the "site") and is not a representative of the owner or a party to this Agreement. The site's terms and conditions (set out on the site) apply to owners and renters using the site. Any dispute between the owner and the renter is a matter between them and the parties to this Agreement agree not to take action against Trade Me Limited as part of any dispute between them.

## 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 site listing for the Holiday House, 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

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

1. 50% of the first week's rental for the Holiday House, or
2. 100% of the rental for the Holiday House 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.

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.

### Payment of Rental

2.6 One week's worth of the rental is to be paid by the renter not less than 30 days prior to the commencement of the term.

2.7 The balance of the rental, if any, is payable by the renter at or prior to the renter picking up the keys for the Holiday House.

## **Amendments and Cancellations**

- 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 If a renter cancels this Agreement more than 28 days prior to the commencement of the term the deposit shall be forfeited by the renter. The balance of the rental will not be payable.
- 2.12 If the renter cancels this Agreement fewer than 28 days prior to the commencement of the term the rental will remain payable by the renter.
- 2.13 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 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 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.
- 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 and 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.
- 4.5 The owner accepts no responsibility for any loss, or damage, to any of the renter's personal belongings at the Holiday House.

## **5. Additional Facilities Available in the Holiday House**

- 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.

## **6. Limitation of Liability**

6.1 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.

6.2 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.

## **7. Complaints**

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

7.2 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.

## **8. Arbitration**

8.1 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.

## **9. Insurance**

9.1 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.

9.2 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.

## **10. Privacy Act 1993**

10.1 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.

## **11. Consumer Guarantees Act 1993**

11.1 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.

## **12. Residential Tenancies Act 1986**

12.1 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.

## **13. Force Majeure**

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