

**CONTRACT OF HIRE FOR
WAITOA | HOLIDAY HOUSE | LAKE HAWEA**

The holiday home contract (“the contract”) is made between the Guest and Sarah & Richard Burdon (“the Owner”) of the Waitoa – Lake Hawea holiday house (“the holiday home”) for which the contract is made. . The term “guest” includes the person signing the contract and all those people staying with the guest at the holiday home including any invitees of the guest.

FIRST PAYMENT

Bookings will not be confirmed until the deposit payment is received by the Owner. If the holiday booking is made within 30 days of the date of commencement of the holiday the full amount payable for the holiday home is required to confirm the holiday home.

BALANCE OF PAYMENT

The full amount owing on the holiday home fee is due 30 days prior to the date of commencement of the holiday. Where full payment has not been received by the Owner 14 days prior to the start of the holiday, the Owner reserves the right to cancel the holiday and/or to let the holiday home to any other person.

MANDATORY BOND AND DECLARATION

For all bookings a mandatory credit card or alternative bond must be lodged and the declaration signed before any holiday can be confirmed. This declares that the guest is responsible for any costs incurred or damage caused to the holiday home or its contents by the guest during the term of their stay. A bond of \$1,000.00 may be lodged but does not in any way indicate a maximum amount of liability if damage or costs incurred should exceed the sum of \$1,000.00.

HOLIDAY BOOKING CONFIRMATION

Upon the Owner dispatching a confirmation to the guest, the guest is responsible for the full price of the holiday home and all extras as shown on the Confirmation.

CHANGES TO HOLIDAY BOOKINGS

At the sole discretion of the owner, if one holiday is cancelled but another one booked, the deposit may be transferred to the new booking.

HOLIDAY BOOKING CANCELLATION

Cancellations made outside 30 days prior to the date of the commencement of the holiday for any reason will forfeit the deposit but the guest will not be held liable for the balance of hire provided that written notice of the cancellation is received by the Owner prior to 30 days. Cancellations made within 30 days of the commencement of the holiday will be liable for the payment of the full holiday cost. Any deposit paid shall be taken into account by the Owner. The Owner recommends that guests take out Cancellation Protection Insurance.

ARRIVAL AND DEPARTURE TIMES

The holiday home will be ready for occupation at 3.00 pm on the day of arrival and must be vacated by 10.00 am on the day of departure. Upon receipt of full payment for the holiday the Owner will advise you of the contact details for its representative. The representative must be called or emailed (sarah.burdon@xtra.co.nz) at least 48 hours prior to the arrival date to arrange key collection. Changes in arrival or departure time must be requested and approved by both the Owner and its local representative prior to occupation of the holiday home.

HOLIDAY HOME SERVICES AND FEATURES

The Owner, accepts no responsibility for any injury or loss to the guests or their belongings.

BARBECUES AND FIREPLACES

The guest is responsible for the replacement of all consumable products including any barbecue fuel and firewood. Firewood can be supplied at an additional cost. Please advise at the time of booking if firewood is required.

HOLIDAY HOME RATING AND PRICES

The Owner does not rate the holiday homes in terms of quality, presentation or condition as these can be subject to change. Please note that the property is privately owned unlike most other accommodation options, and the rates charged are determined by the owners. The cost of both owning and maintaining a holiday home continues to increase and whilst owners try and maintain a certain standard these are subject to change. We remind guests to take this into account when booking a holiday home.

VEHICLE AND BELONGINGS

The Owner accepts no responsibility for any loss or damage to any car, its contents, or any baggage or personal belongings.

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OCCUPANTS

The number of people occupying the holiday home is, under no circumstances, to exceed the number of people shown on the confirmation. The contract may be terminated by the Owner if the guest number is exceeded, and if within 24 hours of notification to the guest the number of guests has not been reduced to the stipulated number.

RESPONSIBILITIES OF THE GUEST

The guest is responsible for the holiday home during his/her stay. The Owner expects the guest to take all reasonable care of the holiday home and at the end of the holiday to leave the holiday home clean and tidy. This includes cleaning all utensils and equipment, returning of all furniture and appliances to where they were on guests' arrival and disposing of all rubbish. The owner charges a compulsory fee of \$50.00/week to cover the cleaning costs of the house, however if the owner finds that the holiday home has not been left reasonably clean and tidy, the owner will bill the guest for the extra time required for cleaning.

DAMAGE

The guest is legally responsible for all breakages and damage that may occur during the holiday and any cost of repair or replacement is refundable to the Owner on demand. **Any damage or breakage must be reported to the Owner or its authorized representative immediately.**

The Owner accepts no responsibility for any alterations to the holiday home descriptions or occurrences beyond its control ie. damage caused by exceptional weather conditions, breakdown of appliances, wiring or plumbing, invasion of pests or negligence causing loss, accident or injury.

HOLIDAY AVAILABILITY

The Owner accepts no responsibility to any change in the holiday home and its facilities as stated in the confirmation will be available to the guest. Should events arise beyond the control of the Owner and render the holiday home uninhabitable (ie. flood, fire etc.) then the Owner may be forced to cancel the holiday booking. If this is the case the Owner will refund in full all moneys paid in respect of the holiday. The guest will have no further claims against the owner of the holiday home.

PRIVACY ACT 1993

All information gathered by the Owner about the guest or in relation to the guest's financial circumstances has been collected by the Owner for its general requirements and to determine the credit worthiness of the guest. The guest authorises the exchange of this information with any other credit agency or third party nominated by the Owner.

FORCE MAJEURE

The Owner is not responsible for non availability or early termination of a holiday home contract by reason of any matter or any type or nature whatsoever without limitation which is beyond its control.

AMENDMENT OF CONDITIONS

These conditions may be amended at any time by the Owner. The terms of the amendment shall be deemed to be accepted by the guest upon execution of any appropriate acknowledgement by the guest.

ARBITRATION

All differences and disputes which may arise between the parties touching or concerning this contract or the parties obligation under this contract or the construction of it shall, except as otherwise expressly provided in this contract be referred to the arbitration in New Zealand or a single arbitrator if the parties can agree on one. If the parties cannot agree within 7 days of advice being given by one party to the other that there is a dispute then such appointment shall, in default, be made by the president for the time being of the Arbitrators and Mediators Institute of New Zealand.

INSURANCE

The guest covenants on behalf of himself/herself and all their guests staying in the holiday home that nothing will be done by them which would in any way invalidate, adversely effect the validity or viability of any insurance policy maintained by the owner.

RISK

The guest warrants to the Owner that he/she has agreed to this contract based upon his or her own judgement and accepts that such property is suitable in all respects for the guest's needs.

THE CONSUMER GUARANTEES ACT 1993

If the holiday home is being used by the guest for business purposes as defined in the Consumer Guarantees Act 1993 then, pursuant to the provisions of Section 43 of the Consumer Guarantees Act 1993 the terms and guarantees of the Consumer Guarantees Act do not apply to this transaction.