

THE MOT HOUSE
31 Atkins Street, Motueka
Short Term Rental Terms

1. Terms of the Agreement

1.1 These terms apply when the owner or authorised manager or agent of the holiday house ("the owner") agrees to rent the holiday house ("the Holiday House") to the renter ("renter"). The renter agrees to rent the Holiday House from the owner on the following terms and conditions ("the Agreement").

1.2 Unless otherwise provided in the Agreement, the term "renter" includes the person or persons entering into the Agreement with the owner together with all other people that will occupy the Holiday House during the period that the Holiday House is rented ("the Term") or may visit the Holiday House during the Term.

1.3 Trade Me Limited merely administers the website "www.holidayhouses.co.nz" (the "site") and is not a representative of the owner nor a party to the Agreement. The terms and conditions of using the site are set out on the site and apply to owners and renters using the site to rent a Holiday House.

Any dispute between the owner and the renter is a matter between those parties (and Trade Me Limited will not be involved).

2. Bookings/Deposits/Cancellation of Bookings

Bookings

2.1 A booking may be made by a renter contacting the owner of the Holiday House and seeking confirmation as to its availability and reserving dates to rent the Holiday House for the Term. This includes bookings made via the site.

Deposit

2.2a **The amount that is payable as a deposit in order to confirm a booking is 50% of the first week's rental for the Holiday House.** A deposit is in part payment of the full amount of rental that is due for renting the Holiday House for the Term;

the deposit is payable by Direct Deposit/NetBank/Bank Cheque or Western Union/Direct Credit, or by arrangement. Prefer direct payment into account for initial deposit. Or Western Union/Direct Credit for overseas bookings;

- **IMPORTANT NOTICE for OVERSEAS GUESTS**

Please note that we have had the experience of money sent not equaling money received when Telegraphic Transfer and similar have been used. An unexpected bank fee from the receiving bank in NZ has meant the payment is reduced by up to \$30 or so. Please make sure you confirm with your bank at the time of making the payment whether the amount intended will arrive. In our experience Direct Credits are the most reliable in getting the same amount received as you sent when crossing borders.

2.2b **Confirmation** of a booking will be provided to the renter once the deposit has been received by the owner ("the Confirmation");

A Confirmation may contain terms and conditions in addition to those in the Agreement including, without limitation, rules relating to pets, tents and the number of people permitted to occupy the Holiday House. Any terms and conditions listed on the site also apply; upon receipt of a Confirmation the renter will be liable for the balance of the rental together with any extra fees/costs that are itemised in the Confirmation ("the Rental");

2.2c **If a booking is made by a renter and accepted by the owner within 30 days of the proposed date of commencement of the Term, no deposit will be payable as the full rental is payable prior to the owner providing Confirmation to the renter.**

Rental

2.3 Following payment of the initial deposit equalling 50% of the first weeks rental, a further payment of 50% of the rental for the first week of the Term is due 30 days prior to the date of commencement of the Term (ie the first week's rental will then have been paid); the final balance of the rental will be due 7 days prior to the starting date of the rental period. If the renter fails to meet these payments the owner reserves the right to cancel the Agreement; and/or rent the Holiday House to another renter. The deposit may also be forfeited in this case.

Contact will be made with the renter at this time as a reminder to assist the renter to remember that the payment is due. Arrival times, pick up of keys and any other agreed details will be confirmed at the time of the final payment.

Amendments to Bookings

2.4 The owner may refuse to register any amendments to a booking requested by the renter once a Confirmation has been provided to the renter;

Subject to paragraph 2.5, if a renter cancels a booking and books another Term, the owner may agree to transfer the deposit paid from the cancelled booking to the new booking.

Cancellations

2.5 If a renter cancels the Agreement earlier than 30 days prior to the date of commencement of the Term the full amount of the initial 50% of the first week as deposit will be refunded to the renter. The Term rental balance will not be payable provided the renter has provided written notice of its cancellation to the owner earlier than 30 days prior to the date of commencement of the Term;

if the Agreement is cancelled by the renter between 30 and 15 days prior to the date of commencement of the Term 50% of the full first week's deposit will be refunded (or a full refund less a \$50 admin fee if we secure a full replacement booking for the Term).

14 days or less notice we reserve the right to make no refund but again will attempt to secure a full replacement booking in which case a refund will be made less an admin fee of \$75.

If a Confirmation has been obtained under paragraph 2.2c and the renter cancels the Agreement 28 days or less prior to the date of commencement of the Term the full rental may be forfeited by the renter, and the renter will remain liable for the full rental. Again we will attempt to find a full replacement booking in which case a refund of the rental balance minus an admin fee of \$100.

"Full replacement booking" means a booking that covers the same period as the booking that is being cancelled. If only a partial replacement booking can be found, the owner reserves the right to withhold a pro-rata amount from the payments received from the renter who is cancelling the booking.

3. Acknowledgement

3.1 The renter acknowledges that he/she/they, is/are responsible to the owner for all breakage, destruction, costs, fines incurred or damage caused to the Holiday House, including any contents, by the renter during the Term. The renter must immediately reimburse the owner for all such breakages, destruction, costs, fines or damage.

Bond

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 may not allow more people than that permitted in the terms of the Confirmation or as set out on the site to occupy the Holiday House.

4.2 The owner may terminate the Agreement if;

the permitted number of renters is exceeded;
and the owner has notified the renter of their breach of the Agreement and the renter has failed to rectify the breach within 24 hours of receiving notification from the owner.

4.3 There is a no smoking policy in the Holiday House.

4.4 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.

5. Arrival and Departure Times

5.1 Subject to paragraph 5.2, the Holiday House will be available for occupation from 3.30pm on the day of arrival and must be vacated by 11.30am on the day of departure.

5.2 The arrival and departure times may be varied by agreement between the owner and the renter as set out in the Confirmation.

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

6. Additional Facilities Available in the Holiday House

6. If any additional facilities, as listed in the Confirmation, are used by the renter the renter uses those additional facilities at its sole risk.

7. Renter's Chattels and Personal Belongings

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

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 as set out in the Confirmation.

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. Should any dispute arise between the owner and the renter which cannot be mutually resolved, the matter shall be referred to an arbitrator if one can be agreed upon, or failing agreement, to the President of the Arbitrators and Mediators Institute of New Zealand to appoint an arbitrator.

Any such arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996 and all decisions will be deemed final.

10. Insurance

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

11. Privacy Act 1993

11. All information obtained by the owner in respect of the renter and in particular the renter/s financial circumstances, is for the owner/s requirements to determine credit worthiness of the renter.

The renter authorises the owner to exchange this information with a credit agency.

The renter understands that if the renter defaults on any payment under this Agreement, that default may be listed with a credit agency. Any information provided to a credit agency is available by other users of that agency/s services.

12. Consumer Guarantees Act 1993

12. 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. 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. The owner is not responsible for the non-availability or the early termination of the Agreement for any matter or reason which is beyond its control.

15. Amendments to the terms of the Agreement

15. These terms may be amended at any time by the owner. Any amendments shall be accepted by the renter upon execution of an acknowledgement setting out the amendments.

16. Contracts (Privity) Act

16. Clause 1.3 of this Agreement is for the purposes of the Contracts (Privity) Act 1982, for the benefit of Trade Me Limited, any nominee, assignee or subsequent purchaser of the assets of Trade Me Limited.
