

## **TERMS & CONDITIONS FOR RENTAL OF VILLA ELEVEN**

Please read these terms and conditions carefully. **By confirming a booking and/or a payment for a booking you are confirming your acceptance of these terms and conditions.**

### **PROPERTY MANAGER / LETTING AGENT:**

Kiwi House Waiheke is the Property Manager / Letting Agent for Villa Eleven, 136 Oceanview Road Oneroa Waiheke Island.

### **THE GUEST:**

The person named in the booking confirmation is 'The Guest' (The Guests refers to The Guest and all other people staying at and/or using the property).

### **GUEST RESPONSIBILITY:**

The Guest accepts full responsibility for Villa Eleven and its contents for the duration of the booked dates. The Guest will reside at the property for the duration of the booked dates and will not leave the property in the care of any other person without specific prior permission. The Guest will not sub-let the property.

The Guest accepts full responsibility for checking with Kiwi House Waiheke as to whether or not the property is, to the best knowledge of Kiwi House Waiheke, safe for infants, children, elderly, less abled or disabled people.

### **OCCUPANCY:**

Villa Eleven is let on the understanding that the accommodation is for holiday use only, for the period specified and that no right to remain in the accommodation exists for The Guest or anyone in The Guest's party beyond the specified date and time.

At no time during the period of permitted use may the property be occupied overnight by more than the number of people specified on the booking form (including children & infants). Guests must not use the property for purposes other than that of a holiday house.

### **CHECK IN AND CHECK OUT:**

Check in time is from 2.00pm. There is no guaranteed check in before 2.00pm. Check out time is 10.30am or by prior arrangement. The property must be fully vacated by the time stated on the booking confirmation to avoid incurring late checkout charges.

### **SMOKING POLICY:**

Smoking is **NEVER** permitted inside Villa Eleven. A breach of this policy will result in cleaning charges to remove smoking odours.

**PETS:**

Animals are not permitted on any part of the property, including the grounds.

**QUIET ENJOYMENT & PARTIES:**

The property may not be used for late evening parties involving other than The Guests, nor for any day / early evening functions including pre/post wedding gatherings, unless with specific prior permission. The Guests agree to respect the rights of neighbours, particularly in regard to noise. Loud music is not permitted at any time and local council noise regulations apply.

**SECURITY & SAFETY:**

The Guest will be responsible for the safety of all people using or visiting property during the booked dates. The Guest will ensure that the property is totally secured at all times when unoccupied and when vacating, including locking all windows, doors and ensuring that appliances including but not limited to heating, stove and oven have been turned off.

**KEYS & LOCKBOX:**

The guest will ensure all keys are returned as instructed in the booking confirmation. If keys are lost or stolen, or the lockbox is tampered with in any way, or the keys are left at any other place, The Guest will be responsible for all costs associated with retrieving keys and/or replacing keys and/or changing locks and/or replacing the lockbox. A call out due to lost keys or lockout will attract a non-negotiable minimum fee of \$100 plus gst, payable directly to the on-call person at the time of call-out. The Guests will not have additional keys made or change or install any locks on any doors or windows.

**APPLIANCE SETTINGS RE-ADJUSTMENT:**

If changes are made to appliance settings during the booked dates, or if appliance settings are found to have been changed after The Guests have vacated, The Guest will be responsible for costs incurred to re-adjust settings of any appliance, TV, DVD, or sound system.

**VACATING:**

The Guest will leave the property in a clean and tidy state and will return all furniture that has been moved to the place where it was found on arrival. The Guest is fully responsible for cleaning all crockery, cutlery, general utensils, and oven. If they are left dirty you may be charged a minimum but not limited to \$50 cleaning fee. The Guest will be liable to pay any costs incurred by Kiwi House Waiheke for any cleaning required which is additional to any standard cleaning provided.

### **LOSS OR DAMAGE:**

The Guest is responsible for the safe-keeping of the property and contents of Villa Eleven, and for the property and contents of The Guest and other people using the property during the booked dates. Kiwi House Waiheke is not responsible for any stolen or lost items. Kiwi House Waiheke will be entitled to recover from The Guest the cost of any repair or replacement needed due to the act or default of The Guests or any other person using the property. The Guest agrees to pay to Kiwi House Waiheke all costs incurred for loss, breakage or damage to the property or the property contents during the booked dates and/or loss or damage caused by any unauthorised person and/or any other condition if the property is left unsecured during the booked dates or at the time of vacating.

### **ADHERENCE TO CONDITIONS:**

Should any of these conditions not be adhered to, Kiwi House Waiheke will have the right to immediately terminate this contract and The Guests and all other persons will vacate the property immediately if requested to do. In this event, no refund will be due or paid for any unused accommodation.

### **FACILITIES & MAINTENANCE:**

Kiwi House Waiheke will make every effort to ensure that all appliances and facilities mentioned on the Kiwi House Waiheke (Villa Eleven) website are available at the property and are in good working order. Should any appliance or facility not be available as shown, or breakdown, Kiwi House Waiheke will make every effort to arrange a prompt repair or replacement. Kiwi House Waiheke will be liable in any way should repair or replacement not be achievable during the booking period.

### **PROPERTY AVAILABILITY**

Should the property become unavailable, or uninhabitable for reasons confirmed by Kiwi House Waiheke, endeavour to find a satisfactory alternative (in the opinion of The Guest) will be made. Should a satisfactory alternative property not be available, then all monies paid by The Guest to Kiwi House Waiheke will be refunded. The liability of Kiwi House Waiheke is limited to the refunding of monies paid by The Guest to Kiwi House Waiheke.

Kiwi House Waiheke reserves the right to cancel any booking at any time and in this event all monies paid to Kiwi House Waiheke will be refunded in full.

### **INSURANCE & LIABILITY:**

The Guests will not do anything that could adversely affect the Property's insurances. The personal effects of The Guests will not be covered by Villa Eleven or Kiwi House Waiheke insurances. The Guest acknowledges that all personal items and vehicles (including vehicle contents) of The Guests or any other person remain responsibility of The Guests at all times, and that Kiwi House Waiheke accepts no responsibility for any loss or damage.

in the event that The Guests use any facilities at the holiday property including, but not limited to, kayaks & bicycles, such use is entirely at The Guests' own risk at all times and Kiwi House Waiheke accepts no responsibility for any injury or loss to The Guests or any other person.

Children must be carefully supervised at all times by a responsible adult over the age of 18yrs.

**LEFT PROPERTY:**

Personal items left behind at Villa Eleven will be held by Kiwi House Waiheke for 30 days from The Guests departure date. The guest agrees they will contact Kiwi House Waiheke within 30 days of departure if they would like items returned. An administration fee of \$10.00 plus the cost of postage and packaging fees will be charged for shipping and handling.

**CANCELLATION / PAYMENT POLICY:**

Kiwi House Waiheke reserves the right to cancel a booking should payments not be received by due dates shown on the Booking Confirmation.

Cancellation within 7 days no refund, 8-14 days 50% refund.

Full payment is due 7 days prior to arrival and will be charged to credit card supplied at time of booking unless prior arrangement for payment has been made.

No refund can be made early vacating.

**By making payment for a booking, The Guest confirms acceptance of and agreement to the above conditions and terms.**

Kiwi House Waiheke reserves the right to amend these Terms & Conditions without notice.