

# **TIDE FARM**

## **KASPER HOUSE & THE OLD CANTEEN**

### **TERMS AND CONDITIONS**

#### **CONTRACT FOR HIRE**

The holiday home contract is made between the Guest and the owner or his nominated manager (Owner) of the holiday home. The term "Guest" includes the person signing the contract and all those people staying with the Guest at the holiday home including any invitees.

#### **PERIOD FOR HIRE**

There is a 7-night minimum booking rental for high peak period and 3-day minimum for Easter period. At all other times, a minimum of 2-nights applies.

#### **FIRST PAYMENT**

Bookings will not be confirmed until the Owner receives the deposit payment of 25% or the full amount if the booking is made within 30 days of commencement of holiday.

#### **BALANCE OF PAYMENT**

The balance of payment is due 30 days prior to the date of commencement of the holiday. Where full payment has not been received 15 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 and the deposit is forfeit.

#### **MANDATORY BOND AND DECLARATION**

For all bookings acceptance of the Terms and Conditions must be signed (on the booking form) before any holiday can be confirmed and a mandatory bond must be logged before occupancy commences. The Terms and Conditions 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. The bond does not in any way indicate a maximum amount of liability if damage or costs incurred should exceed the sum of the bond.

The bond will be returned upon departure of the Guest, or within five working days of the property being vacated, provided the property is left clean and tidy in the same condition it was found, with no items needing repair or replacement.

#### **CONFIRMATION**

Upon the Owner dispatching a final confirmation to the Guest upon receipt of the booking form, the Guest is responsible for the full price of the holiday home and all extras as shown on the confirmation unless otherwise agreed.

#### **CHANGES TO HOLIDAY BOOKINGS**

Changes to holiday bookings will be accommodated whenever possible provided sufficient notice is given. Late alteration to bookings that cannot be accommodated and lead to cancellation may incur forfeiture of the deposit paid. Exceptional circumstances will be taken into account. At the sole discretion of the Owner, if one holiday is cancelled but another one booked, the deposit may be transferred to the new date.

#### **CANCELLAGTION OF HOLIDAY BOOKINGS**

Cancellations made more than 30 days prior to the date of the commencement of the holiday may forfeit the deposit but the Guest will not be held liable for the balance of hire provided that the Owner receives written notice of the cancellation. Cancellations made within 30 days of the commencement of the holiday may be liable for payment of the full holiday cost if over the main period and if the Owner is unable to rebook the period. The Owner shall take any deposit paid into account. It is recommended that the Guest take out Cancellation Protection Insurance.

#### **ARRIVAL AND DEPARTURE TIMES**

The holiday home will be ready for occupation at 3.00pm on the day of arrival and must be vacated by 11.00am on the day of departure, unless otherwise agreed. Upon receipt of full payment for the holiday the Owner will advise the Guest of the contact details of the house manager. The manager must be called 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 the Owner or Manager prior to occupation of the holiday home

#### **OCCUPANTS**

The number of people occupying the holiday home is not, under any circumstances, to exceed the number of people shown on the confirmation. The owner may terminate the contract if the guest number is exceeded and if, within 24 hours of notification to the Guest, the number has not been reduced to the stipulated number. There are to be no caravans, tents or motor homes on the property.

#### **RESPONSIBILITIES TO 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, tidy and generally in the same condition as it was prior to occupancy. This includes cleaning all utensils and equipment, vacuuming, cleaning of bathrooms, returning of all furniture and appliances to where they were on guest's arrival and disposing of all rubbish. Sufficient cleaning materials and equipment will be available.

If the Owner finds that the holiday home has not been left clean and tidy, the Owner will bill the Guest for the extra time required for cleaning. In some cases, a cleaning service upon departure of the Guest can be offered, but this must be discussed and agreed upon directly with the representative upon arrival at the holiday home. Cleaning charges are \$25.00 per hour, with a minimum of 2 hours.

#### **DAMAGE**

The Guest is legally responsible for all breakages and damage that may occur during the holiday. The Guest shall immediately advise the Owner of any damage or loss that has occurred at the home so that repairs and replacements can be effected as soon as possible.

#### **LOST KEYS**

Keys will be provided to the rented holiday home. Should the key be lost or not returned upon departure, a \$10 lost key fee will be payable by the Guest.

#### **LINEN**

The Guest shall provide sufficient necessities for their stay, i.e. towels, linen, sheets, tea towels etc. Supply of such linen can be arranged in advance. A schedule of charges is on the booking form. Where linen is requested, the beds will be made up ready for the guests arrival.

#### **ANIMALS**

The Guest shall not take any animals onto the property unless agreed in writing with the Owner or Manager prior to the commencement of occupancy.

#### **SMOKING**

The Guest agrees that there will be no smoking in the house or on the grounds of the rented house.

#### **NOISE**

The Guest must not make excessive noise on the property that may disturb the surrounding neighbours, particularly after midnight.

#### **VACATION OF HOLIDAY HOME**

The Guest will have agreed with the Manager at the time of occupancy a time for hand back of keys and check out process. This time is usually around 11.00am on the day of departure.

#### **INSURANCE**

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

#### **RISK AND LIABILITY**

The Guest warrants to the Owner that they have agreed to this contract based upon their own judgement and accepts that such property is suitable in all respects for the Guest's needs. No liability rests with the Owner for any issues that may arise out of the tenancy. This includes: injury to persons or damage or loss of personal belongings arising out of the condition of the premises or any hazard in or about the premises; loss or damage to any cars, its contents, or any luggage.

#### **HOLIDAY AVAILABILITY**

Should events arise beyond the control of the Owner and render the holiday home uninhabitable (i.e. flood, fire etc) then the Owner may be forced to cancel the holiday booking. 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 or owner.

#### **PROCEDURE FOR COMPLAINTS**

In the event of the Guest not being entirely satisfied with the holiday home, they should contact the Manager immediately or, in the event of the Manager not being available, the Owner direct. If the Guest is still not satisfied that the matter has been resolved, he/she must put their complaint in writing to the Owner within fourteen days of the end of the holiday.

#### **DISPUTES**

Should any dispute or difference arise between the parties, they shall first endeavour to resolve the matter by agreement or mediation. If they cannot do so the matter shall be submitted to the arbitration of one arbitrator in accordance with the Arbitration Act 1996.