

# **Terms and Conditions/Rental Agreement**

Please read these Terms and Conditions carefully. The person responsible for making the booking and payment of the deposit and balance due ("the Guest") acknowledges and agrees that these conditions apply and extend to any person occupying or visiting Everland Retreat ('the Property") and using the facilities available at the invitation of or with the authority of the Guest.

### **Payment Terms**

Unless otherwise agreed, the following terms apply:

**Deposit** - 50% due once booking is accepted to confirm your booking.

Balance - 50% is due 30 days before your stay commences.

# Payment of deposit

Once agreement has been reached between the Guest and the Manager to rent the property, a deposit (as per above) to secure the booking is required. Payment of the deposit confirms that you accept the cancellation policy outlined below.

Failure to pay the deposit on time may result in your booking being cancelled and the property being made available to others.

Should we cancel a booking of yours due to any other reason than non or late payment of a deposit, then any deposit received from you will be refunded in full.

As we do not charge a bond we do require credit card details should any damage be incurred. These details are required at the time of the balance payment being made (30 days prior to arrival). If the damage is substantial, you will be asked to pay the replacement cost or the insurance excess.

#### Late payments

The balance due must be received on or before its due date. If your payment fails to reach us by the due date, we may choose to cancel your booking with or without notice to you and make the property available to others. Cancellation charges apply.

### **Cancellation Policy**

We understand that circumstances can change and may be out of your control. Please let us know as soon as possible so we can offer the property to other guests. We will always try to accommodate an alternative date selection for your booking.

If this is not an option our standard cancellation charges apply:

• Cancellation 60 days before the scheduled stay – no cancellation fees apply.

- **Cancellation 30 days** before the scheduled stay results in a cancellation charge amounting to **50%** of the total booking charge
- Cancellation less than 30 days of the scheduled start of stay is non-refundable.
- Cancellation due to Non-Payment Should any of your payments fail to reach us by their due date we have the right to cancel the booking with or without providing you with notice. Under these circumstances our standard cancellation charges apply.
- **Cancellation by Owner/Manager** If, due to circumstances beyond our control, the property becomes unavailable or unfit for use, we will notify you as soon as possible and refund your money in full.

# Occupancy

Occupancy starts and finishes on the dates confirmed in the booking.

Check in 3.00pm (or by prior arrangement)Check out 10.00am (or by prior arrangement)

On arrival you will be met by the property Manager and issued with a key. The Manager will take a few minutes to introduce the house on the day of your arrival.

This is not a party house. There must be no noise that can be heard outside after 10pm

There is to be no more than the booked number of Guests staying at the property. No additional accommodation outside of the agreed number of Guests is allowed and includes any use of a caravan or similar mobile accommodation or tents unless discussed and agreed with the Manager.

If you are planning a family celebration, conference, function or expect to have guests additional to those staying with you visiting during your stay, this must be arranged with us before you arrive. This is necessary to ensure we comply with the New Zealand Health and Safety requirements as we are responsible for anyone on our property at all times. Additional fees may also apply so please talk to us about your requirements.

The local Council has given resource consent for only a limited number of functions every year. We reserve the right to pass on costs associated with operational costs, additional cleaning and wear and tear caused by guests who are visitors but are not staying at the house.

If additional Guests are found to be onsite without prior arrangement, the Manager reserves the right to evict the Guest/s or agree a suitable payment as per additional Guest rates.

If the occupancy ends or is terminated, the Guest must immediately vacate the property. The Manager is authorised to do whatever is required to enforce the eviction of any Guest and removal of Guest's property.

The property is not to be used for any unlawful purposes.

Use of the house excludes use of the garage. Any access to the garage by the Manager will be via a side door that will not interfere with your stay at all.

#### **PETS**

Animals are not allowed unless arranged prior to your arrival. Once arranged, we welcome one well behaved dog but they must stay off the beds and furniture.

Please clean up and remove any excrement to the red wheelie bin at the side of the house. Please be aware that this property is not fully fenced and is a rural area with stock in neighbouring paddocks. Farmers do not take kindly to other animals on their property. If your dog should wander, we take no responsibility for any action taken.

### **SPA POOL**

This pool is available for the use of guests staying at Everland Retreat only.

The pool temperature must not be set at more than 40 degrees or less than 36 degrees - 38°/39° is ideal. Water and filters are cleaned each week or after each guest stay.

A few rules for your safety and our consideration:

- PLEASE ENSURE THAT THERE IS NO ONE IN THE SPA POOL BETWEEN 10PM AND 8AM
- DO NOT USE THE SPA POOL IF YOU HAVE APPLIED ANY TANNING OR TINTING PRDUCTS WITHIN 2 WEEKS PRIOR TO YOUR STAY. These products permanently discolour the filter and cause a rim around the pool which is extremely difficult to remove. We will charge you a fee of \$150.00 to cover costs if this has occurred.
- **NO GLASSWARE** is allowed in the spa or enclosed area
- CHILDREN MUST BE SUPERVISED at all times, in the pool and the enclosure
- **NO FOOD PLEASE** in the spa pool
- NO BUBBLEBATH products are to be used
- Do not leave the cover of the spa off if you are not using it. Leaves, flowers and seeds from nearby trees blow into the pool easily making it less appealing for you and harder to keep clean.
- **LEAVE LOCKED** once you have finished using the spa

If any costs are incurred for unexpected cleaning of the pool, these will be on-charged so please ensure nothing undesirable is added to pool water.

#### **Electric Vehicles**

There is a PowerPoint outside especially for charging electric vehicle. A fee of \$10 per vehicle using this facility is required per stay.

## **Departure of Property**

This property is rented to guests in a clean and tidy condition. Whilst a standard clean is included in the rental price, by booking Everland Retreat, you agree to the leave the property in a satisfactory condition, including:

- All dishes to be cleaned and placed back in cupboards or in the dishwasher
- All rubbish and recycling to be removed from the inside of the house to the appropriate bins outside
- Rubbish to be placed in the wheelie bin outside
- Ensure all outside doors are locked when you depart
- Front door Key/s are to be left under the front door mat or as otherwise agreed with the Manager.

• Note - There is no refund for early departure.

## **Damage or loss**

We understand that accidents happen from time to time. While we don't ask for a bond, we do require credit card details as security should we incur any costs relating to damage or additional cleaning. We do not expect to ever have to make a charge for these types of costs which is why we would like to ensure guests understand requirements before you arrive. We respect and value our guests and ask that our house is treated in the same way.

The Manager reserves the right to evict any Guest who causes or is likely to cause damage to the buildings within the property and or another person.

### Other

Please respect that you are using someone else's home. Please do not park in the area in front of the owners small cottage to the right of the house.

Smoking is not allowed inside the house at all times. Smoking is permitted outside however; it is the responsibility of the Guest/s to remove any butts and place safely in the rubbish.

If you have had extra guests at the house or a pre-arranged function, you are required to remove rubbish and recycling including bottles, cans and cardboard.

# Responsibilities of the 'Guest'

- Abide by the terms and Conditions of this booking
- Leave the premises in a clean and tidy state
- Use the property for residential purposes only
- Do not damage or permit damage to the premises. Inform the Manager of any damage
- Do not disturb the neighbours
- No noise outside of the house after 10.00pm. This is not only a courtesy to our valued neighbours but also a Council requirement.
- Do not alter the property without the Manager's permission
- Do not use the property for any unlawful purposes
- Leave the property clean and tidy, and clear of rubbish and possessions at the end of the tenancy
- At the end of the tenancy, leave the keys as agreed prior (Please note the cost to replace lost keys is \$25 per set).
- Leave all chattels supplied with the property
- Not exceed the number of occupants advised and detailed in the booking confirmation.

### Responsibilities of the 'Manager'

- Provide and maintain the premises in a reasonable condition
- Fair representation of the property on the booking site
- Comply with all building, health and safety standards that apply to the premises

# Management

Everland Retreat is managed by Robyn & Peter McKeown.

**Phone:** 021 550 638 **Email**: bookings@everland.co.nz

Thank you and we hope you enjoy your stay at Everland Retreat  $\ensuremath{\mathfrak{G}}$