



## ***Short Term Rental Terms***

### ***1. Terms of the Agreement***

1.1 These terms apply when the owner of a property (the "owner"), or Wanaka Unlocked, offers to rent the property ("the Holiday House") to a renter (the "renter"). Under this Agreement, the renter agrees to rent the Holiday House from the owner, the owner agrees to rent the Holiday House for an agreed term and the owner agrees to rent the Holiday House to the renter on the terms of this agreement (the "Agreement").

### ***2. Bookings/Deposits/Cancellation of Bookings***

#### ***Bookings***

2.1 A booking is made when a renter contacts Wanaka Unlocked and the renter pays a deposit. Confirmation of a booking will be provided to the renter once the deposit has been received by Wanaka Unlocked.

2.2 Subject to the cancellation provisions of this Agreement, once a booking is confirmed in writing by Wanaka Unlocked the renter is liable for the balance of the rental together with any extra costs or fees set out in the additional terms.

#### ***Deposit***

2.3 The renter must, to confirm a booking, pay Wanaka Unlocked as the owners appointed manager a deposit equal to either:

- a. 50% of the rental for the Holiday House, or
- b. 100% of the rental for the Holiday House if the booking request is made within 30 days of the proposed date of commencement of the term

2.4 Wanaka Unlocked reserves the right to hold a security bond against renter's credit card for security purposes during their stay. Any damages must be settled and deducted from the security bond and any credit card held on file.

2.5 A deposit, if less than the full amount of the rental, is in part payment of the full amount of rental that is due for renting the Holiday House for the term.

2.6 The deposit is fully refundable up to one (1) month prior the booking. Less than 30 days, prior the booking, the deposit becomes non-refundable

### ***Payment of Rental***

2.7 The full rental is to be paid by the renter not less than 30 days prior to the commencement of the term.

2.8 We accept payment via Visa, Mastercard or bank transfer

### ***Amendments and Cancellations***

2.9 Any cancellation or amendment must be in writing.

2.10 Wanaka Unlocked may refuse to amend a booking once it has been confirmed in writing and any amendment or transfer of deposit to another booking will be at the sole discretion of Wanaka Unlocked

2.11 Wanaka Unlocked may cancel a booking by notice in writing if the renter fails to make any payment due under this Agreement when that payment is due.

2.12 If a renter cancels this Agreement more than 60 days prior to the commencement of the term the deposit shall be forfeited by the renter. The balance of the rental will not be payable.

2.13 If the renter cancels this Agreement fewer than 60 days prior to the commencement of the term the rental will remain payable by the renter.

2.14 If Wanaka Unlocked cancels this Agreement at any time prior to the commencement of the term Wanaka Unlocked will refund the renter any money paid prior to cancellation.

### ***3. Damage and Bond***

3.1 The renter is responsible to Wanaka Unlocked for all breakage, damage and destruction to any property, direct and indirect costs, fines incurred, charges from third parties arising, and damage caused to the Holiday House (including any contents) during the term. The renter agrees to indemnify Wanaka Unlocked against any losses or damages suffered by Wanaka Unlocked as a consequence of the renter's breach of its obligations under clause 3.1 and to immediately, on demand, reimburse the owner for all such costs.

3.2 A bond of \$500.00 from the renter will be asked, to be held by Wanaka Unlocked on trust until the end of the term. If a bond is held by Wanaka Unlocked it shall not limit any liability of the renter under paragraph 3.1 above.

### ***4. Occupation of the Holiday House***

4.1 The renter must not permit more people to occupy the Holiday House than the number stipulated by the owner in the booking confirmation or in the advertisement on the site.

4.2 The renter must not permit smoking in the Holiday House at any time.

4.3 Wanaka Unlocked may enter the property and the Holiday House at any time to inspect the property and Holiday House provided Wanaka Unlocked gives the renter not less than 2 hours' notice. Such notice shall be provided by phone and in writing.

4.4 The Holiday House will be available for occupation from 4.00 p.m. on the day of arrival and must be vacated by 10.00 a.m. on the day of departure.

4.5 Any checkouts later than 12 noon on day of departure incur an additional tariff up to the equivalent of one night's accommodation.

4.6 Lost keys may result in a minimum fee of \$50 being charged to the credit card on file. You will be charged either by way of your security bond, or, to the credit card held on file for the accommodation.

4.7 Wanaka Unlocked must be provided with a week's notice of the requested arrival time of the renter so Wanaka Unlocked may make arrangements in respect of the keys for the Holiday House.

4.8 Wanaka Unlocked accepts no responsibility for any loss, or damage, to any of the renter's personal belongings at the Holiday House.

4.9 The renter shall be responsible for the property during the whole stay. This responsibility includes: taking reasonable care of the property; leaving the property at the end of the stay with all utensils, fixtures, fittings and equipment on, in or about the property in a clean and tidy condition. The guest must not remove anything from the property.

4.10 A standard cleaning charge is built into your nightly accommodation rental. If you wish, more frequent cleaning may be scheduled for an additional charge. Should it be necessary to clean carpets, remove stains, repaint, repair finishes, or replace furnishings, textiles, BBQ or homewares, OR remove excess rubbish, you will be charged for labour, materials, and merchandise, plus any vehicle and labour charges from Wanaka Unlocked. Excess cleaning costs will be charged either by way of security bond, or, to the credit card held on file for accommodation.

4.11 **BEDDING CONFIGURATIONS:** Please confirm at time of booking if bedding configuration requirements differ from those advertised (e.g. make up all beds as kings rather than king splits). Bedding configuration is always subject to availability - bedding configurations are not guaranteed, although Wanaka Unlocked will make every effort to accommodate. If there are any changes, they will have to be emailed at least 30 days prior to check-in.

4.12 **USE OF THE PROPERTY.** This property is a residential dwelling and is to be used strictly for residential purposes by the guest(s) and the number of occupants nominated at time of booking. The Property is not to be used for any other purpose, or by any greater number of occupants, without written authority

from Wanaka Unlocked. Increased occupancy, vehicle traffic, excessive noise, or illegal activity, will result in a \$1000 penalty fee, eviction, and the forfeiture of all prepaid rentals. Penalty fee will be charged either by way of your security bond, or, if none tendered, to the credit card used to pay for your accommodation.

4.13 PARTIES & EVENTS. The use of the property for a function, a party, or any other like gathering is STRICTLY PROHIBITED. Use of the property for purposes other than a residential dwelling will result in eviction from the property, termination of the booking, forfeiture of all prepaid rentals and a penalty of \$5,000 (incl. GST), deducted from the credit card provided upon booking or through legal proceedings

### ***5. Additional Facilities Available in the Holiday House***

5.1 If any additional facilities are used by the renter or the renter's guests the renter uses those additional facilities at its sole risk.

### ***6. Limitation of Liability***

6.1 The parties' liability in respect of this Agreement shall be limited to the value of the rental and other associated charges agreed at the time of booking. In no circumstances will Wanaka Unlocked be liable for any consequential damages of any nature, however arising and regardless of whether Wanaka Unlocked has been notified of the risk of them.

6.2 The renter's limitation of liability under clause 6.1 shall not apply to liability arising under clause 3.1 or clause 9 of this Agreement.

6.3 There are unforeseen occasions when a reserved property may become unavailable, due to unanticipated conditions. (For example, a holiday home owner may decide to withdraw their property for its sale, alterations/repairs, or personal use.) Being out of our control, we are unable to accept any liability for such an occurrence, financial or otherwise. In the event of any of these situations occurring, we reserve the right to cancel the booking on behalf of the owner. However, every effort will be made to find alternative comparable accommodation for the intended dates of stay or unused rental fees and charges will be refunded in full. No further compensation will be offered.

### ***7. Complaints***

7.1 If the renter is not entirely satisfied with the Holiday House they must immediately contact Wanaka Unlocked.

### ***8. Arbitration***

8.1 Should any dispute arise between Wanaka Unlocked and the renter which cannot be resolved by discussion between the parties, the matter shall be referred

to an arbitrator agreed between the parties, or failing agreement, to an arbitrator appointed by the President at the time of the Arbitrators and Mediators Institute of New Zealand. Any such arbitration is to be carried out in accordance with the provisions of the Arbitration Act 1996 and all decisions will final and binding.

### ***9. Insurance***

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

9.2 The renter agrees to indemnify Wanaka Unlocked against any losses or damages suffered by Wanaka Unlocked because of the renter's breach of its obligations under clause 9.1.

### ***10. Privacy Act 1993***

10.1 Information collected by Wanaka Unlocked about the renter is used by Wanaka Unlocked to determine the credit worthiness of the renter, to operate the Holiday House as a business, and to carry out Wanaka Unlocked's obligations under this agreement. The renter authorises Wanaka Unlocked to exchange such information with third parties, credit and debt collection agencies, accountants and lawyers. The renter understands that if the renter defaults on any payment under this Agreement, that default may be listed with a credit and/or debt collection agency. Any information provided to a credit and/or debt collection agency may be made available by that agency to other users of that agency's services.

### ***11. Consumer Guarantees Act 1993***

11.1 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.

### ***12. Force Majeure***

12.1 Neither party shall be liable to the other where such liability arises through a circumstance entirely outside the control of that party.