

TERMS AND CONDITIONS OF HIRE

for Marchwood Cottage, 316 Youngson Rd, Tauranga, New Zealand

DEFINITIONS

“**Cottage**” means the house and grounds known as Marchwood Cottage and located at 316 Youngson Road, Tauranga, New Zealand;

“**Deposit**” means 50% of the total amount payable in respect of Your stay with Us at the Cottage;

“**We**” “**Us**” “**Our**” means Carol Murphy and/or Peter Archer or our nominated agent;

and “**You**” “**Your**” means the persons who hire the Cottage from time to time.

BOOKINGS - By making a booking with Us, you are deemed to have read, understood and accepted these terms and conditions. You can make a booking with Us by submitting Your information and requesting a booking through the “Availability” request form on Our website www.marchwoodz.com or through our booking agent. Your booking will remain provisional until the later of when We have received the Deposit or when We send You an e-mail confirming Your provisional booking. Alternatively, You may call Us on 07 548 2283 to request a provisional booking. If the Cottage is available and You have paid us the Deposit, we will confirm Your provisional booking over the telephone or by email.

DEPOSIT - Upon making a provisional booking and, in any event, no later than 14 days before the first day of Your stay with us, You must pay us the Deposit in full into an account nominated by us. If we have not received the Deposit by the close of business in New Zealand on the 14th day before the first day of Your stay with Us, Your provisional booking will lapse. If You then cancel Your booking in the 7 days immediately before the start of Your stay with Us, then We will not refund You the Deposit. If you cancel your booking more than 7 days before the start of Your stay with us, then it is at our discretion whether we refund You. If You are making a provisional booking for a stay to start within 14 days of the date on which the provisional booking is made, You must pay Us the full amount payable for the entire stay, when You make the provisional booking.

FULL PAYMENT - The rates payable for Your stay will be as quoted on the web site and will be calculated on a “per night” “per week” or “weekend package” basis, as the case may be. You may not use a “per week” rate in conjunction with a “weekend package”. An additional charge of \$50 per person per night is payable, on top of the rates quoted on the web site. The full amounts owed by You to Us in respect of Your stay at the Cottage, less any Deposit You have already paid to Us, is due by the first day of Your stay. Payment can be made to Us in cash, by cheque (NZ residents only) or by electronic transfer into an account nominated by Us. If We have not received full payment by the start of Your stay, We reserve the right to cancel Your booking and/or to let the Cottage to someone else and, as a result, retain any Deposit paid by You.

ARRIVE / DEPART- Unless You have otherwise been notified by Us, the Cottage will be available from 2pm on Your arrival day. If We have other guests arriving on Your last day, You must vacate the Cottage by 10am on Your last day. In all other

instances, You must vacate the Cottage by 12 noon on Your last day.

GUEST RESPONSIBILITIES - You will take good care of the Cottage during Your stay and will ensure that the Cottage is clean and tidy at the end of Your stay. This includes, without limitation, cleaning all utensils, boating and BBQ equipment, returning of all furniture and appliances to where they were when You arrived. As we are eco- friendly and organic, food scraps should be put into the bucket supplied and recyclables into the recycling container. Other rubbish must be disposed of appropriately. Please report any damage to the Cottage or damage or breakage of any of its facilities or amenities to Us immediately. We will charge You for a sum equal to the full replacement value of the damaged or broken item(s), facilities or amenities and any additional sum to cover Our loss, whether direct or indirect and You will immediately pay the balance owed by You in respect of such losses.

AMENITIES - We provide sheets, pillowslips, blankets, tea towels and bath towels for use at the Cottage. In addition, You may use the on site BBQ. Where these amenities are made available to You, the use of these items is entirely at Your own risk. We accept no responsibility for any injury or loss to You or Your belongings.

SMOKING - Please do not smoke inside the Cottage. If you are a smoker, you may smoke outside or on the deck.

OCCUPANCY - The maximum occupancy allowed at the Cottage is 4 people, including any infants. Anyone over the age of 2 years old on the date of your stay at the Cottage will be deemed to be a person for the purposes of Your booking. You are responsible fully for any and all persons staying at or visiting the Cottage, including any infants and third party invitees.

PRIVACY - The information You have given us will not be shared with any 3rd party. However, We may use it to e-mail or post any special offers relating to the future rental of the Cottage (or any other holiday cottage we might own) only. If you do not wish Us to do so or if you would like to change or remove your details from our records, please let us know by email to carolpet@eol.co.nz or during Your stay with Us.

LIMITATION OF LIABILITY - Except for any non-excludable rights in law, any warranties, conditions or representations that are implied into these Terms and Conditions, by law or otherwise, are hereby expressly excluded. We will not be liable, in tort, contract or otherwise, for any loss or damage, whether direct or indirect, suffered or incurred by You and/or any other persons staying with You at the Cottage or Your invitees, as a result of Our negligence, a breach of these Terms and Conditions or any use or misuse of the Cottage, its facilities and amenities.

Marchwood Cottage

316 Youngson Rd, RD 2, Tauranga

Name _____

Address _____

Telephone _____

Email Address _____

Motor Vehicle Rego _____

Passport No: _____

Signature _____