

Spencer Lodge holiday home guest terms and conditions

1. Booking confirmation

Thank you for visiting www.spencerlodge.co.nz (the Website). By making a booking request for a property on the Website you agree to be bound by these terms and conditions (Terms).

If you make a booking request through the Website, The owners of Spencer Lodge will contact you within two working days to advise confirmation or non-acceptance of the booking request. Acceptance will be at the owners of Spencer Lodge's sole discretion.

Should the owners of Spencer Lodge not accept a booking request, the owners at Spencer Lodge will refund any accommodation costs, bond and booking fee paid by you. (The money will leave the Spencer Lodge account immediately upon cancellation but can take up to 5 working days for your bank to return the funds to your account.)

2. Booking Periods and Minimum Nights

1. A booking that includes 25 December must start on or before 24 December and end on or after 26 December.
2. A booking that includes 31st December must start by 27 December, when practical, and be for a minimum of 9 consecutive nights. (A booking request for 31 Dec submitted within one week of 31 Dec will be considered for a lower amount of nights).

3. A booking that includes any nights from 1 January through 10 January must be for a minimum of 7 consecutive nights and be back-to-back, or leave a gap of at least 5 nights. (If a booking request is submitted after 15 December for stays from 1 January, a 2-night booking may be accepted). A booking from 24 December to 31 December should be back to back or leave a minimum gap of 2 nights.
4. A booking over Labour Weekend, regional Anniversary Weekends, and Waitangi Weekend is for three nights, unless specified otherwise. A booking that includes Easter must be for a minimum of four nights.
5. At all other times a two consecutive night minimum stay applies. Reduced nights may be considered within 2 weeks of the Holiday periods.

3. Persons on Booking and Maximum Persons

Bookings must not exceed the maximum number of people specified on the listing, regardless of the number of beds available at the property.

Should the booking request not be accepted due to the number of persons in the group exceeding the maximum allowed on the property and / or the time period, any monies collected from the proposed rental guest will be refunded less the non refundable booking fee of \$37.50 inclusive GST.

Between 27 December and 8 January inclusive no more than 6 adults may stay at the property. Spencer Lodge is available for 6 but can accommodate up to 8, however, any additional people over 8 persons are charged \$50 per night each.

The booking is valid for the number of persons and group configuration as indicated on the booking request. Any changes to the booking should be communicated to and agreed by the owners of Spencer Lodge, in writing, so as to ensure the booking remains valid.

4. Cancellations and booking changes

1. If the booking is cancelled by the rental guest or reduced nights requested before the start of the tenancy, any accommodation costs and booking fee paid shall be forfeited with no refund due.
2. If you cancel the booking after the final payment due date, you remain liable for the balance of funds due for the tenancy.
3. Should the owners at Spencer Lodge be able to re-rent the days cancelled or reduced, the owners at Spencer Lodge will refund the applicable monies paid for the nights re-rented, less a 15% + GST administration fee. The guest is responsible for contacting the owners at Spencer Lodge no later than 21 days after the original commencement of the cancelled or reduced booking to ascertain eligibility for a re-rental refund.
4. Premature departure during a booking will not be eligible for any refunds.

5. Person making the booking present for stay

You, as the person making the booking, must be present and onsite at the property throughout the stay, unless agreed in writing by the owners of Spencer Lodge.

6. Rent and Bond

At the discretion of the owners of Spencer Lodge, from time to time they may request an additional bond as extra security against your booking. Factors such as method of payment, group size, seasonality and special events are taken into account.

Full payment is due at the time of submitting the booking request, via credit card or debit card payment.

The bond will be refunded within seven working days of the end of your stay provided that the property is left neat and tidy and in the same condition in which it was found; no items need repair or replacement; and there has been no other breach of these Terms.

Rates for a Property are valid and applicable at the time of booking, regardless of whether they are subsequently changed. Additional rates may appear under the

special conditions of a specific property, which will apply in addition to the nightly rental rate. Rate Specials are only valid at the time a booking and must be applied at time booking is made. Weekday specials refer to Sunday nights through Thursday nights.

7. Key Collection and property access

Contact the owners of Spencer Lodge at least two hours prior to your arrival to ensure the property is opened, cleaned, and ready for your arrival.

8. Check in and out time

Check in time: 3.00pm Check out time: 10.00am.

Final confirmation of early check-ins and late checkouts will not be available until the day of the arrival or checkout depending on other bookings for the property.

If an early arrival or late checkout is permitted, a surcharge of 25% of the nightly rental rate will be payable. Departures after 5.00pm will be charged a full night's rental.

9. Cleaning and rubbish

The property must be left clean and tidy and in the same condition in which it was found. Otherwise, you will be charged for the extra time required for cleaning.

10. Linen

Linen is provided. The linen package consists of bottom sheet, top sheet, pillow case(s), towel(s), tea towel(s), bathmat and face cloth(s).

An additional set of linen will be provided for each successive set of 7 nights.

A linen servicing can be organised at a rate of \$30 + GST per hour for the owners representative to change the beds and all linen. Hire linen can not be washed onsite, but the additional linen package can be ordered.

Spencer Lodge cannot guarantee availability of the linen package if a request is made inside 10 working days before the start of the stay. Cancellations for the hired linen service requires 10 working days to the the owners of Spencer Lodge, in writing and confirmed, for any refunds to be available.

Should you use any of the owner's personal linen then laundering costs will apply.

11. Additional Services and Charges

Additional charges (+GST) will be payable as follows:

1. \$25 for each booking change
2. \$20 for up to two pets, if a pet is taken onto the property and the house is pet friendly
3. Port-a-cot rental, where available, at a rate of \$10 per day or maximum of \$40 per week
4. High-chair rental, where available, at a rate of \$5 per day or maximum of \$25 per week

5. \$30 for lost keys, \$25 each for lost / damaged Welcome Guide or Discover Pack
6. \$30 per hour to organise third parties to rectify a situation or \$45 per hour if Spencer Lodge representatives have to conduct remedial work themselves at the house to sort out issues arising from stay
7. Missing linen at replacement cost
8. Handling fee of 14% of the cost of repair or replacement of damaged or missing items
9. Debt collection and legal fees incurred in the collection of unpaid charges.

Costs will be deducted from the bond or credit card used to make the booking.

12. Other Rules to 'Respect the House'

In addition to anything else stated in these Terms, a breach of the following rules will result in bond forfeiture, possible eviction from the property and/or up to \$1,000 being charged per occurrence:

1. Pitching of caravans or tents on the property without the written consent of the owners of Spencer Lodge.
2. Parties, events, weddings, receptions, stag / hen festivities without the written consent of the owners of Spencer Lodge. Parties includes extra persons not authorised by the owners of Spencer Lodge.
3. Excess people above the maximum, not authorised by the owners of Spencer Lodge in writing.
4. Smoking on the property unless permitted by the property listing.
5. Abuse, including verbal or physical, of the owners or their representatives or the neighbours.
6. Undue nuisance or noise to neighbours or the local community.
7. Use of illegal substances or conduct of illegal activities at the property
8. Anything that could invalidate the insurance policy for the property.
9. Moving or re-arranging furniture.
10. Cutting keys or obtaining remote door controls for the property.
11. Tampering with smoke alarms.
12. Leaving a fireplace unattended.
13. Booking on behalf of another person without intending to be at the property during the stay.
14. Bringing a pet onsite when unauthorised, or inside the house if the house only allows pets outside.

Should you be evicted from the property, all amounts paid will be forfeited and the holiday manager may remain on-site at the property as you ready for departure. In the instance of eviction, a mandatory exit clean will be provided by your holiday manager and will be charged, to the booking credit card holder, at the rate of \$35 + GST per hour.

13. Water

You must be careful with water usage. Washing boats, jet ski's, kayaks, and other water toys is not permitted, unless agreed in writing by the owners of Spencer Lodge.

14. Reporting a complaint

Should you have any issues during your stay, you should notify the owners of Spencer Lodge or their representative immediately. Telephone numbers will be in the welcome pack.

15. Unavailability

If the property becomes unavailable for any reason after booking request is confirmed, the owners will cancel the booking and refund the relevant accommodation, bond and booking fee monies paid. The property owners will not have any further liability in connection with the unavailability of the property after booking.

16. Business Purposes

The Consumer Guarantees Act 1993 does not apply if the property is used for business purposes.

17. Liability

Any use of amenities, such as kayaks, canoes, surf boards, bikes, spa pools, is entirely at your own risk and the property owner will be liable for any injury, loss or damage you or any other person may suffer.

You will advise the owners of Spencer Lodge before your departure of any loss or damage that has occurred at the property during your stay.

You will be responsible for the full costs, both direct and consequential, including time of the owner and its representatives, of repairing or replacing any damaged or lost items, lost income or other costs incurred by the owner and its representatives as result of breaches to this agreement.

The property owner will be liable for any event beyond their reasonable control, or for any loss or damage you or any other person suffers during your stay, or for any damage to the property.

18. Prices and Payments

All prices displayed on this website are in New Zealand Dollars and may be changed at any time without notice. Booking and payment for the accommodation must be made by a bank transfer to Spencer Lodge ANZ bank account.

19. Contract

These Terms are for the benefit of, and are intended to be enforceable by, the Property owner under the Contracts (Privity) Act 1982.