



Terms & Conditions

The Renter acknowledges that Anaka does not own any rental properties and is acting as agent for the property owners. The Renter agrees to comply with these Terms & Conditions and the house rules. The Client is responsible for all guests and visitors and must ensure they comply with all applicable Terms & Conditions and House Rules.

1. Term

ANAKA and the Renter agree that the term of this agreement commences on signing this agreement by both parties (**commencement date**) and expires at the end of the rental period except for continuing obligations outlined in these terms and conditions.

2. Occupancy

2.1 The Renter agrees to occupy the property for the dates as confirmed in writing by ANAKA (**the Reservation**). The Renter can request an extension or change to the Reservation at any time. The Renter acknowledges that requests for a change in dates are subject to availability and require written consent by ANAKA to confirm.

2.2 ANAKA agrees to allow the Renter use of the Property which includes the main house and immediate outdoor areas unless otherwise confirmed as part of the Rental Agreement.

2.3 The Renter agrees to comply with all regulations, instructions and rules laid out in the house-manual which will be present upon check in at the Property or available in the house guide located in the main kitchen living area.

2.4 The Renter acknowledges that use of the property's amenities such as fireplaces, ovens, decks and other can be dangerous if improperly used, particularly with regard to children. The Renter and all associated occupants agree to follow all safety instructions provided by ANAKA.

2.5 The Renter agrees to respect the neighbouring properties and will not enter the properties at any time unless there is an emergency.

2.6 The Renter acknowledges that functions or events of any kind held at the Property during their stay is prohibited unless prior permission has been granted by ANAKA.

2.7 Number of Occupants and Maximum Persons. Unless written authorisation is received by Anaka:

- a. The total number of guests staying at the property may not exceed the number of sleeping places specified in the promotional material or booking site

- b. The booking is valid for the number of persons as indicated on the booking request.
- c. The Renter must be present and onsite at the property throughout the stay, unless agreed in writing by Anaka. If the Renter does not stay during the booking but the Renter's guests do, the Renter will still be legally responsible for all the obligations under these terms and conditions and the guests compliance with them.

Anaka reserves the right to refuse entry or evict the Renter and all guests if the Renter fails to comply.

2.8 The Renter agrees to ensure noise levels are kept to a reasonable standard so as to minimise disturbance to neighbours.

2.9 The Renter acknowledges that not complying with house rules and/or terms and conditions as laid out in this agreement may result in cancellation of the reservation with no refund of the rental fee.

3. Arrival And Departure Times

3.1 Guests can arrive anytime after 4pm. Early check in requests will be considered on a case by case basis and will depend on the logistics of the cleaning teams who are preparing the property. ANAKA will always do their best to accommodate the guests needs wherever possible.

3.2 Departure time is 10am on the last day of the booking. Late departures without prior agreement may incur additional charges plus any additional staff or cleaning waiting time costs. If there is any damage to the property, we will require you to notify us prior to your departure. Accounts must be settled in full prior to departure

Please note: Lost keys will result in a charge of \$NZ 100.00. Lost garage remote controls will incur a minimum charge of \$NZ 150.00. These charges will be either deducted from the bond or debited to the credit card provided.

4. Cancellation

4.1 If the Renter cancels the reservation, the following will apply:

- a) cancellation 45 days or more prior to the check in date of the reservation, results in a cancellation charge of 50% of the rental fee.
- b) cancellation within 45 days of the reservation results in a cancellation charge of 100% of the rental fee. An admin fee of \$250.00 may be applicable.
- c) The renter may request a date change at any time which is subject to availability and is limited to a 12 month period from the check in date.

4.2 The Renter agrees that ANAKA has the right to cancel the reservation without notice if any payments are not made by the due date.

5. Property Condition

5.1 ANAKA agrees to ensure the property is cleaned professionally prior to the reservation.

5.2 The Renter agrees to leave property in a tidy condition ensuring all dishes have been done or rinsed and put in the dishwasher, surfaces wiped and all items in the position they were found.

5.3 The Renter agrees to inform ANAKA of any amenities that are not in working order at the Property immediately.

5.4 ANAKA agrees to be pro-active in rectifying any potential issues that arise with amenities at the Property. However the Renter agrees and acknowledges that ANAKA cannot guarantee full repair of these issues prior to the guests scheduled check out date if ANAKA is unable to secure contract specialist/s who may be required to make repairs at short notice.

5.5 The Renter agrees not to rearrange, change, remove or cause any damage to the house, furniture and furnishings. Removing, adding or changing furniture without ANAKA's written approval shall be a material breach of this agreement and result in immediate cancellation of the reservation or incur additional cost as set out in 5.6.

5.6 If the Renter seeks and receives approval in writing by ANAKA for moving furniture, the Renter agrees to return all furniture items to their original position prior to departure.

5.7 The Renter acknowledges additional charges will apply if clause 5.4 is not adhered to. The time required to restore furniture and other items back to their original position will be on charged to the Renter at a rate of \$70 per hour + GST and charged to the Renters credit card.

5.8 The Renter is responsible for the cost of replacement of any damage to furniture or premises and the replacement of missing items will be charged to the Renters credit card.

5.9 The Renter agrees that they are solely responsible for any and all damage to the home or property caused by the Renter, whether accidental or due to the Renters negligence. ANAKA recommends that the renter disclose their intended short term rental stay to their insurance company and ensure their home and contents insurance covers any damage or incident during their stay in short term rental property within New Zealand.

5.10 The Renter agrees to immediately report any damage to the Property to ANAKA and will assist and cooperate in filing insurance claims ANAKA deems necessary.

6. ENTRY OF PREMISES

The Renter agrees that an ANAKA representative may enter the premises during reasonable daylight hours or at night (in emergency situations only) without obtaining prior permission from the Renter. However, ANAKA endeavours to give notice if possible.

7. NON-SMOKING

The Renter acknowledges that the Property is strictly non-smoking due to an extreme fire danger. Evidence of smoking, such as the smell of cigarette, cigar or other smoke

inside the home or outside on the lawn will result in additional charges to the Renters credit card.

8. PETS

8.1 The Renter agrees to contact ANAKA in writing prior to reservation if they wish to bring their pet. If consent is granted by Anaka, only one pet is allowed at the Property at any-one time.

8.2 The Renter agrees to pay a bond of \$250 which will be returned at the completion of the reservation once ANAKA confirms that no damage was caused by the pet.

8.3 The Renter agrees that they will not allow their pet access to the carpeted areas or upstairs in both the main dwelling?.

8.4 The Renter agrees that the owner maintains the right of refusal to having a pet present at the venue during the reservation (see 10.1)

9. Photography & Videography

9.1 The Renter may use a drone from the property and if they do so, only experienced pilots are permitted to fly the drone. Anaka accepts no liability or responsibility if there is a breach by the Renter of the New Zealand Civil Aviation Rules.

10. Liability

10.1 ANAKA takes no responsibility for the transportation, storage, damage, theft or loss of any of the Renters personal items during the reservation.

10.2 ANAKA recommends the Renter to have sufficient home and contents insurance to cover any damage to short term rental properties that they will occupy within New Zealand, prior to check in.

10.3 The Renter agrees that Anaka is not liable for loss of profits, and or consequential, indirect or special loss or damages suffered by the Renter, arising directly or indirectly by Anakas breach of this agreement or from any negligence or other act or omission by Anaka. Any liability is limited to the rental fee by the Renter under this agreement.

10.4 The Consumer Guarantees Act 1993 does not apply if the property is used for business purposes. If the act does apply, nothing in these terms and conditions will limit or exclude your rights under this act.

10.5 Anaka does not exclude or limit in any way our responsibility to the Renter where it would be unlawful to do so.

11. HEALTH & SAFETY

11.1 ANAKA agrees to be proactive at all times in eliminating risks (and if not eliminate, minimise risks) that could cause harm as far as they are reasonably practicable.

11.2 The Renter agrees and acknowledges that even under the most well thought out health and safety precautionary measures, there is always a risk of personal injury and the Renter shall take extra care especially when surfaces are wet or slippery.

11.3 The Renter acknowledges and agrees that they shall take all reasonable steps to ensure their own personal safety and the health and safety of others (including employees and contractors) and agrees to comply with any reasonable health and safety directions given by Anaka or home-owner.

12. FORCE MAJUERE

12.1 Notice: The party claiming to be affected by Force Majeure event must as soon as is reasonably practicable give written notice to the other party of the occurrence of the Force Majeure event. The notice must set out full details of the event causing the party's failure to perform its obligations under this agreement. The notice must also estimate the time required to remedy the failure (if there is a practical remedy). An event or circumstance may not have effect as Force Majeure unless the party claiming to be affected gives a notice under this clause.

12.2 Suspension of performance limited: Any suspension of a party's performance under this section will be limited to the period during which the Force Majeure event exists.

12.3 Earlier Obligations: No Force Majeure event will relieve a party of any obligation under this agreement, including the obligation to pay money, that had arisen or been incurred before occurrence of the Force Majeure event.

12.4 Termination: If a Force Majeure event prevents a party from carrying out any obligations under this agreement for a continuous period of twelve months, then the other party may terminate this agreement by giving 10 working days written notice to the party affected by the Force Majeure event.

12.5 Relocation: If a force majeure event occurs, then Anaka reserves the right to relocate guests to alternative accommodation or to transfer the booking if possible.

- If the Renter cannot proceed with the booking, the Renter may postpone and 100% of booking fee received will be held as a credit against the same property for a future booking
- Credits are initially held for 12 months and are subject to availability.

- If the renter does not wish to take advantage of the 100% credit, we will offer a refund minus an administration fee equal to 10% of the booking fee.

Anaka will not be liable for non-performance of this agreement and its obligations where a force majeure event prevents performance of this agreement.

COVID 19 - A change in gathering rules or any other restrictions or requirements imposed by the New Zealand Government due to COVID-19, is not a force majeure event where the booking can still proceed but in a different manner as originally planned or the rules mean the circumstances of the visit change. This could include a limitation on the number of guests at the property or an event you are planning to attend is cancelled.

The term "Force Majeure" means any act or event beyond party's reasonable control. It includes, without limitation, to acts of God, landslides, lightning, earthquakes, floods, storms, washouts, fires, volcanic eruptions, epidemics, pandemics, acts of the Queen's enemies, wars, sabotage, terrorism, blockages, riots, insurrections, civil war, public disorders, restraints of rulers, strikes, lockouts, go slows, work to rule or other industrial disturbances, transportation failures or delays, shortage of materials, breakdowns in computer facilities, telecommunication delays or malfunctions, delay or non-supply of electricity, the acts, rules, regulations, orders or directives of any governmental body (including agent or subdivision of it) whether or not valid, or any other cause beyond a party's reasonable control. For the purposes of this clause a party's solvency will be treated as within that party's reasonable control.

13. BOND

13.1 A bond of \$NZD 1000 is payable no less than seven days prior to the agreed check in date.

13.2 The bond will be returned in full by the ANAKA after the Property has been inspected within seven days of the Renters check out date if there is has been no damage to the home, missing items, excessive cleaning required in order to get the property back to the same condition it was in when the Renter checked in. If any of the above terms and conditions have not been adhered to, some or all of the bond will be retained and this will be itemised in an email to the Renter.

§ Deodorizing due to smoking \$ 1000

§ Lost keys or remote \$ 200

§ Extra cleaning \$ 55 per hour

§ Extra rubbish removal or sorting of rubbish in the appropriate bins \$ 75 per hour

§ Damages and breakages – charged at cost to repair damage plus \$150 + service fee for major items

*all charges are exclusive of GST

*'extra' is defined by the time over and above what would be considered a reasonable time frame for a typical clean (no more than fourteen hours) or removal of rubbish (no more than one hour) at the Property.

13. DISPUTE RESOLUTION

If any complaint or dispute arises under this agreement, the parties will meet, in good faith, to discuss and attempt to resolve the dispute by negotiation. If that process does not result in resolution, then the dispute may be referred by either party to the Disputes Tribunal. A dispute does not excuse either party from performing its obligations under the Terms & Conditions.

14. SEVERENCE

If any part of this agreement is or becomes legally ineffective, invalid or unenforceable, the effectiveness, validity or enforceability of the remainder is not affected

15. ENTIRE AGREEMENT

This agreement and all earlier, current and future email reservation correspondence constitutes the entire agreement between the parties.

16. AMENDMENT

No modification or addition to this agreement is effective unless it is in writing signed by all of the parties.

17. WAIVER

18.1 If either party delays or does not exercise any right or remedy under this agreement, it is not a waiver of that right or remedy.

18.2 The single or partial exercise of any right or remedy under this agreement does not preclude the exercise of any other right or remedy or its further exercise.

18.3 The rights and remedies provided in this agreement are cumulative. They do not exclude any rights or remedies provided by law.

18.4 Any waiver or consent given by a party must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

18. INDEMNITY

The Renter agrees to indemnify and keep indemnified ANAKA from and against all claims, demands, losses, damages, costs, and expenses of any nature whatsoever which ANAKA may suffer or incur in connection with any infringement by the Renter.

19. GOVERNING LAW

This agreement is governed by and construed in accordance with the laws of New Zealand for the time being in force and the parties submit of the non-exclusive jurisdiction of the New Zealand courts.

20. Contracts Privity

These terms and conditions are for the benefit of the property owner and are intended to be enforceable by the property owner under Part 2, subpart 1, Contractual Privity – Contract and Commercial Law 2017.