

KEFALONIA LUXURY RETREAT

Waikanae, Kapiti Coast

TERMS AND CONDITIONS Page 1

CONTRACT OF HIRE

2013 -2014

KEFALONIA LUXURY RETREAT

(Hereafter called "KEFALONIA".

TERMS AND CONDITIONS FOR RENTAL OF THE PROPERTY

The Contract is between the Guest (The person signing the Contract, and all those staying at the property including any invitees of the Guest) and the Owner of the Property (or their Manager(s) with whom the Booking has been made. It is subject to the Terms & Conditions as stated in this document. The Contract is not effective until KEFALONIA has sent a confirmation of the Booking to the Guest.

BOOKING CONFIRMATION

Once KEFALONIA has dispatched a confirmation to the Guest, the Guest is responsible for the full Tariff as shown on the confirmation. This confirmation may be by Email, mail or in person.

MANDATORY DEPOSIT

For all Bookings, KEFALONIA requires a mandatory deposit to secure the Booking. The amount of the deposit, payable by Direct Credit, is to be one-third of the total tariff. A minimum deposit of **\$250.00** applies.

PAYMENTS

The full amount of the balance owing, as per the confirmation form, is required to be deposited, by Direct Credit, into our nominated account at least 21 days prior to your arrival. Please include a Surname as a reference. Bank details are: ANZ Bank, Account No: 01-527-000161-83. Account Name: M S Ruscoe.

ACCOMMODATION AVAILABILITY & FORCE MAJEURE

KEFALONIA Contract is made on the understanding that the accommodation and its facilities stated in the Confirmation, and given on the Web-Site, will be available to the Guest. Should events arise beyond the control of KEFALONIA and render the property unavailable, prior to arrival, (and not be limited to i.e. flood, fire, earthquake, Acts of God, water, power and/or gas supply etc.) then KEFALONIA may be forced to cancel the Holiday Booking. Should this arise, KEFALONIA will refund all monies paid-in in respect to the Booking. The Guest will have no further claim against the owner of KEFALONIA.

CANCELLATION POLICY

Should the Guest decide to cancel at any stage and KEFALONIA is unable to fulfil your confirmed dates to another party, for the same dates, then the Guest will be charged the full Tariff. The mandatory deposit will be forfeited, regardless of timing. Early departure by the Guests will not entitle a refund.

ARRIVAL AND DEPARTURE TIMES

The accommodation booked, will be ready from 11.00am on the day of arrival and should be vacated by 12.00 Noon on the day of departure. Unless otherwise agreed and stated on the confirmation form.

LINEN AND TOWELS

All linen and towels are provided for Guest usage. Separate towels are provided for use at the Pool. In-house towels are not to be used out-doors or to leave the property.

BARBEQUE AND LOG FIRE

Supplies of LPG Gas and wood for the log fire will be provided. The Guest is responsible for refilling the BBQ Gas Bottle prior to departure. The Property Owner is not in any way to be held responsible for any claims arising from the use of these items.

PETS

Sorry – **NO PETS** allowed.

DEPARTURE CLEAN

After the guests have departed, KEFALONIA appoints cleaners to do a General Clean, this includes, and is not limited to, vacuuming all floors, wet mop floors, wipe out fridge and disinfect fridges, ovens and microwave, wipe and disinfect kitchen benches, light general dust, clean showers, and walls, bath, hand basins, vanities and toilets plus remake the beds with clean linen.

A Mandatory Fee for this final departure clean is set at **\$100.00** for two nights or less, or **\$150.00** for three nights or more.

Please Note: All Guests must leave the Property and Accommodation tidy by returning all furniture back to its original positions, dishes, glasses and cutlery washed and put away. This includes all those in the dishwasher.

RUBBISH REMOVAL

All guests are required to remove all rubbish and recyclables from the accommodation daily. These can be placed into bins located at the side of the Garage. Rubbish and Recycling bins are put out to the front of the Gate, every Sunday evening for Collection Monday morning.

RESPONSIBILITY OF THE GUESTS

The guests are responsible for the Property, Accommodation and its facilities, during their stay. KEFALONIA LUXURY RETREAT expects the Guests to take all responsible care and at the end of their holiday, to leave the property clean and tidy. If KEFALONIA LUXURY RETREAT Management find this not to be the case, the Guest will be billed for any extra time required for cleaning.

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NO PARTY RULE

KEFALONIA has a NO PARTY RULE and cannot be used for Weddings, Parties, Workshops, Gatherings or other function without the express permission of the Owner. Notwithstanding, with respect to our neighbours, any outdoor activities must not be held between the hours of 9.30pm and 7.00 am. The guest is allowed an extra 10 people at the property, over and above those staying there, at any one time. More than this becomes an event and is subject to owner permission and possible venue charges and conditions. Events are not allowed at properties without owner permission. The contract will be terminated immediately should this be abused and no compensation will be offered. Any visitors must vacate the property by 10.00 pm.

FACILITIES

The use of any facilities available is entirely at the Guests' own risk. KEFALONIA accepts no responsibility for any injury or loss to the Guests or their belongings. Please be aware of your own safety when using these items.

HOUSE DESCRIPTION

All information displayed on www.kefalonias.co.nz website, and/or its documentation is believed to be true and correct at the time of production. However, as KEFALONIA has a policy of constantly upgrading and improving the property, all details may be subject to change without prior notice.

SAFETY & PARAPLEGIC ACCESS

KEFALONIA LUXURY RETREAT is a two-storied accommodation with no paraplegic access to upper levels. It remains the responsibility of the Hirer to ensure the safety of all people on the property at all times.

PRIVACY ACT

All information gathered about the Guests or in relation to the Guests' financial circumstances that has been collected by KEFALONIA LUXURY RETREAT for its general requirements and to determine the credit worthiness of the Guest, will not be shared with any third Party.

CHECK-IN, CHECK-OUT & KEYS

Our Property Managers, will meet you at the property at your agreed time and hand over keys. We require your arrival time as the Managers do not live on site. A **\$100.00** fee will be charged for late arrivals if the Managers need to leave and return. Lost keys or locks damaged and requiring replacement will be charged to the Guests' Account.

TELEPHONE

The phone is for local call usage only. Any toll calls will be charged additionally.

WIFI INTERNET

High speed Internet is available at no cost.

SKY TV

Sky TV is fitted to all television sets. This includes Sports and Movie Channels.

VEHICLES & BELONGINGS

There is covered parking available for two cars only and on-site parking for five other vehicles. All vehicles, baggage and personal belongings are at the responsibility of the guests at all times. KEFALONIA accepts no responsibility for any injury or loss incurred to, or by, the Guests.

GROUP SIZE

The number occupying the property is, under no circumstances to exceed the number of people stated on the confirmation form unless by agreement with the Owner. Please note that extra charges may apply.

HOUSEKEEPING

Extra services, during your stay, such as meals, transport, etc. can be arranged for an additional fee. On arrival and in the unlikely event the house requires further housekeeping or if there is a minor maintenance issue, please inform our Property Managers immediately. They will co-ordinate the appropriate team to fix the problem as soon as practically possible.

SMOKING

All of the buildings areas are non-smoking. Ashtrays are provided outside the buildings. If smoking outside, keep away from open windows, doors and other guests. In the event of someone having smoked indoors, a charge will apply for specialist cleaning, repair or replacement of damage by you or other guests, to our property, plus the cost for the property if it is unusable, for any period, and our administration expenses.

DAMAGE / ACCIDENT

The Guests are legally responsible for all breakages and damage that may be caused by them. Any costs for repairs, replacements may be charged. Any damage / breakage must be reported immediately.

POINTS OF LAW

Should any disputes arise between KEFALONIA and the Guests which cannot be mutually resolved; the matter will be referred to a single arbitrator. The outcome shall be final with KEFALONIA and the Guests sharing any costs incurred.