

Nelson Bays Holiday Homes - Terms of Stay

Cancellations by guest:

Cancellations made more than 21 days prior to arrival an 80% refund of the total booking value is available (the initial 30% deposit is non-refundable) 21 to 16 days of arrival date 50% refund of the total booking value is available 15 to 8 days days of arrival date 25% refund of the total booking value is available 7 days of arrival date no refund is available

The initial deposit of 25% is non-refundable once a booking has been made. The cancellation policy also applies to changes which decrease the overall value of a booking, for example, shortening your stay or decreasing the number of guests staying. We may be able to change your dates. Please contact us before cancelling your holiday.

Cancellations by Nelson Bays Holiday Homes:

All bookings are subject to cancellation due to unforeseen circumstances including the sale of the property, long-term letting or other events outside Nelson Bays Holiday Homes control. If your booking is cancelled, we will endeavour to book you into an equivalent home, however Nelson Bays Holiday Homes takes no responsibility if this is not possible. Any existing deposit may be either put towards a new booking or refunded in full.

Nelson Bays Holiday Homes and or the owner reserve the right to cancel a booking where it believes that the terms of the stay may be breached.

Nelson Bays Holiday Homes and or the owner reserve the right to cancel a booking where the payment terms are not met by the guest. Standard cancellation terms will apply with respect to refunds.

Nelson Bays Holiday Homes and or the owner reserve the right to evict the guest(s) in the event that the terms and conditions of accommodation are breached. No compensation will be due and guests remain liable for breakages, emergency cleaning and any additional cleaning charges.

Bond Policy Credit card details is required as a bond and may be required up to 21 days prior to your arrival. A higher bond may be specified if you have pets or other special circumstances. Bonds Are \$250 or \$400 depending on the house that you have booked.

The payee/cardholder is responsible for leaving the property, it's furnishings and grounds in the condition it was found on arrival.

By making this booking you authorise Nelson Bays Holiday Homes to charge the card/bond for the fair cost of replacement, repair or service required to restore the property, furnishings or grounds to the condition on your arrival. Where it can be established that such issues arose in the course of your stay, and where these issues cannot be attributed to fair wear and tear. In the event, that a claim for costs exceeds the available bond, an invoice will be raised for immediate payment of the outstanding amount.

Payment Policy

A deposit of 25% of the total cost of accommodation is required to secure your booking. This deposit once paid is non-refundable. Your booking is only confirmed once your deposit has been received. Any remaining balance will be invoiced 28 days prior to your arrival. If you wish to secure your stay via bank or international transfer, please contact us for more details.

For bookings commencing less than 28 days from the time of booking, the full balance of your stay will be charged to your card upon or soon after receipt of your booking. Should the booking be only for one night or within 21 days of the intended arrival date then payment in full is required.

A booking confirmation will be forwarded to you upon confirmation of availability and receipt of payment.

Payment reminders are not automatically sent before charging of the rental balance. If you wish to make changes to the payment method or payment card details or f you require a payment reminder, please contact us as soon as possible.

Please note a NZ\$25 booking fee applies to each booking. A 2.75% credit card surcharge applies.

In the event of an account not being paid when due, for either accommodation, sundry hire or other possible charges we reserve the right to invoice the tenant and if necessary refer the account to a debt collection agency and add all costs of collection to that account.

Travel Restricted By Covid-19

In the event that travel is prevented by Covid-19 or New Zealand Government enforced restrictions, the full value of the booking is offered as a credit. The credit must be used towards a future booking in the first twelve months after the original booking.

Guest Inclusions

Some properties may vary and are shown on the relevant property listing

All properties are fully furnished All linen and towels are included Mid stay linen change is available by request Where possible we can accommodate early check in and check out, charges may apply Portacot and highchair hire is available

Barbeques

Any home listed with a BBQ will come with a gas bottle, the gas bottle should remain at the property after your stay.

Any BBQ used by a tenant is required to be cleaned properly prior to departure. BBQs are inspected after every stay. If you fail to clean the BBQ after using it, you will be charged a \$30 + GST cleaning fee.

Cleaning

A check out clean is charged to every booking. In the event of any excessive/unreasonable cleaning and rubbish removal additional charges will apply. Additional cleaning is charged at \$45 per hour + GST Guests are expected to carry out the following before checking out Leave the property tidy, dishes done Linen left on the beds and towels in the bathroom Turn off any heaters Close all windows, lock all doors and return the key to the lock box Report any breakages or damage or any maintenance issues to us Excessive amounts of rubbish should be taken to the nearest refuse centre.

Occupancy

Please do not exceed the maximum number of occupants.

Pitching tents is not permitted.

Minimum night limitations may apply to event weekends, long weekends due to Statutory Holidays, or school holiday periods. Please enquire with Nelson Bays Holiday Homes if necessary.

Over 20 years of age

It is our company policy to prohibit bookings made for groups of individuals who have anyone under 20 years of age (please note: this does not include families with children under 20 or groups of workers). Proof of age may be requested from any individual at any time and those unable to comply will be asked to vacate.

Pets

Many of the homes will not allow pets. It is essential for health reasons (i.e. allergies) that this is complied with. Should it be discovered that there is a breach of this condition in any property that prohibits pets then management reserve the right to evict the tenant (with no refunds) and the tenant will be required to pay for the fumigation and cleaning of the home to return it to a "pet free" status. In those homes that do allow pets it is the tenants responsibility to dispose of all faeces at the time of vacating the property. Should we find animal hair or odour inside the premise at the time of inspecting the home the tenant will be liable for any costs associated in remedial work required. The tenant is also liable for any damage caused by pets in the property during their stay. Please note that where we state pets are welcome in a property that it does not necessarily mean the property has a fully fenced section.

Smoking

Smoking is prohibited in all of our Holiday Homes. This includes decks and patios.

Telephones

Telephones are not available in the homes.

Damage

The tenant is liable for damages to any property or content of the property incurred during their stay. Please inspect the property and report any damage immediately to the office upon arrival. Should tenants lose any house keys then the tenant will be held responsible for the replacement costs of the keys and may also be held liable for the costs of replacing locks if deemed necessary. Tenants stay at their own risk and Nelson Bays Holiday Homes will not be held liable for damage or injury caused to tenants or personal property when circumstances arise outside of our control. i.e nature and weather.

Gatherings & Noise

We have a zero tolerance policy in regard to noise. Noisy parties or gatherings are not permitted. 21st birthday parties, Hen and Stag nights are not permitted. We ask that you respect the neighbours. If complaints are received and management is required to attend the incident a \$100 call out fee may be charged and the tenant risks being evicted from the property. Large gatherings for birthdays, weddings, conferences or similar such activities, where the number of people in attendance at any one time far exceeds the stated number the house sleeps, must first be approved by Nelson Bays Holiday

Homes management.

Check-in When planning your trip please take note that the check in time is any time after 2pm. It does not matter if you arrive late in the evening as you will be given instructions on where to collect the keys.

Check-out Standard check-out time is 10am. Late check out may only be possible at the discretion of management. Should you wish to have a late checkout you will need to contact us prior to your arrival.

Rubbish & Recycling • One 60l official rubbish bag or a wheelie bin for general rubbish will be provided per one week stay. Additional ones can be purchased from any supermarket

- Two recycle bins will be provided
- Collection dates will be provided in the property manual
- Recycling is only picked up fortnightly, please follow the separation instructions in the property manual.

o Charges will apply if items are not separated or cleaned and authorities are not able to empty.

• If you have more than one rubbish bag and 1 full bin of recycling please take it to the nearest refuse centre to avoid additional charges. This service is free if rubbish is in official rubbish bags **Lost Property**

While every care will be taken to retrieve lost items Nelson Bays Holiday Homes will not be held accountable or responsible for items lost or left behind by tenants. Faults

We do not guarantee that the products and services that are listed in any of the homes will be continuous or fault free.

NBHH will endeavour to repair/replace any faulty item but this may not always be immediately possible. Events beyond our control, such as poor weather, power cuts or unforeseen electronic breakdowns, do not give the tenant the automatic entitlement to a discount, unless such event has prevented the tenant from being able to safely occupy the property altogether and NBHH are unable to relocate the tenant to a property of equal size and standard.

Changing These Terms and Giving Notices

We may change these terms, by changing or removing existing terms or adding new ones, at any time. The change applies from the time it is published on our site. If we need to give you any notice, we can do this by emailing you at the last email address you have provided us. You are deemed to have received the email at the time the email leaves our server.

General

These terms constitute the entire agreement between you and ourselves. Our failure or delay in exercising or enforcing any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a Court of competent jurisdiction to be invalid, the parties nevertheless agree that the Court should endeavour to give effect to the parties intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect