

**1. GENERAL**

EPF Ltd. arranges holiday accommodation as featured in our brochure or on our website.

**2. FORMATION OF CONTRACT**

- 2.1 Before making a booking, you must contact us to obtain confirmation that the property is available for the dates required. You must send us a completed and signed Booking Form and payment of a non-refundable deposit of 30 % of the property rental. A binding contract between the person who has signed the Booking Form and EPF Ltd. will be made when we issue a confirmation invoice. You are responsible for payment of the price of the holiday and the compliance of members of your party with these conditions.
- 2.2. Bookings cannot be accepted from persons under 18 years of age at the time of booking. We reserve the right to refuse a booking without giving any reason.

**3. PAYMENT**

- 3.1 The balance must be paid no later than nine weeks before arrival. Failure to pay the balance on time will constitute cancellation and cancellation charges will become payable at our discretion in accordance with paragraph 6.
- 3.2. If you book a holiday less than nine weeks before departure, the full holiday charge is payable at the time of booking.
- 3.3. Receipt and banking of any deposit shall not constitute acceptance of any booking: a binding contract exists when we issue a confirmation invoice.

**4. THE PRICE**

- 4.1 The prices are given in NZ Dollars and are inclusive of GST. The rental period is weekly, unless otherwise stated.
- 4.2. Property is let fully furnished and equipped. The price for the property includes linen, final cleaning services and staff as indicated in the property description and as confirmed at the time of booking. The brochure/website states the additional facilities and services available at the property at your request and subject to the terms of this agreement.

**5. SECURITY AND TELEPHONE DEPOSITS**

A Security Deposit payment is required to cover the cost of any damage or breakages to the property or its contents. This is charged in advance by EPF Ltd. and held in a separate client account. This amount, less any applicable claims, will be returned to you as soon as possible after your return from holiday. You may also be asked for a telephone deposit on arrival. There may be a delay of up to six weeks in returning this deposit to you while we await an invoice from the service provider.

**6. ALTERATIONS OR CANCELLATION BY US**

- 6.1 In the unlikely event that it is necessary to make an alteration to or cancel the holiday accommodation, we will inform you as soon as possible. We will refund in full all monies paid and shall be under no other liability.

**7. CANCELLATION BY YOU**

- 7.1 Any cancellation by you (for whatever reason) must be in writing addressed to us by post, fax or E-mail. The effective date of cancellation is the date on which written notification is received by us.
- 7.2. If you cancel nine weeks or more before departure you will lose your deposit.
- 7.3. If you cancel within nine weeks of departure or if the booking is cancelled by us due to non-payment, we shall be entitled to the full holiday cost from you.

**8. AMENDMENTS BY YOU**

Upon receipt of your booking confirmation invoice, please check the details to make sure they are correct. If, after your booking has been accepted, you require us to amend it in any way, or to re-invoice you, we reserve the right to charge an amendment fee of 100.00 NZD, per change. We reserve the right to treat a change of property and/or holiday dates as a cancellation of one holiday and the booking of another.

**9. INFORMATION**

- 9.1 While we make every effort to ensure that descriptions of the property supplied by the Property Owner are accurately reproduced, we cannot accept responsibility for errors contained therein or the results thereof. You must accept that minor differences between the photograph/illustration/text used and the actual property may arise.
- 9.2. The Property Owner reserves the right to make modifications to the property specifications that are considered necessary in light of the operating requirements. In the interests of continued improvement, Property Owner reserve the right to alter furniture, fittings, amenities, facilities or any activities, either advertised or previously available, without prior notice.
- 9.3. If material changes occur after your booking has been confirmed we will advise you, if there is time, before departure.

**10. NUMBER OF PEOPLE USING THE HOLIDAY ACCOMODATION**

Only those persons named on the booking form may use the property without prior arrangement. The number of people staying at the property must not exceed the number of sleeping places indicated in the property description except in the case of infants under two years. In the event that the maximum number is exceeded without prior arrangement, the Property Owner reserves the right to refuse or revoke the booking at their sole discretion.

**11. ACCESS**

The Property Owner or his/her representative shall be allowed free access to the holiday accommodation at any reasonable time during any holiday occupancy for the purposes of inspection and maintenance. Where possible, the Property Owner will give you 24 hours notice before accessing the property.

**12. ARRIVAL AND DEPARTURE**

You must arrive between 4 p.m. and 7 p.m. on the holiday start date, and the accommodation must be vacated by 10 a.m. on the last day unless otherwise specified on the accommodation voucher. If these times are difficult, please advise us at the time of booking and we may be able to arrange alternative arrangements. If your arrival is delayed you must inform the Property Owner so that suitable arrangements can be made for entry to the holiday accommodation. If you arrive after 10 p.m., you may not be able to occupy the property until the next day.

### **13. PETS**

Pets are not allowed without prior written permission of the Property Owner. You may be asked for an additional Security Deposit.

### **14. YOUR RESPONSIBILITIES**

You must keep the holiday accommodation and all furniture, fittings, effects, facilities and equipment in the same state of repair and condition as at the commencement of the holiday, and leave the holiday accommodation in the same state of cleanliness and general order in which it was found. You are responsible for all damage or loss which occurs to the property or its contents during your occupation, and will be responsible to paying appropriate compensation to the Property Owner direct in the event of breakage or damage.

### **15. COMPLAINTS**

In the unlikely event that you are disappointed with the holiday accommodation, you must first contact the Property Manager who will try to solve the problem. Where this is not possible, you should contact us. If after that, you still feel that the problem has not been resolved to your reasonable satisfaction, you should within 7 days of returning from your holiday, put your comments in writing to us. If you vacate the property before the end of the rental period without our authorization, you shall lose any rights to compensation.

### **16. LIABILITIES OF US AND THE PROPERTY OWNER**

- 16.1 The Property Owner shall not be responsible for the death of or personal injury of you or any person named on the Booking Form or other person at the property, unless this results from the proven negligence of the owner, or our employees.
- 16.2 We shall not be liable for any loss, breach or delay due to any cause beyond our reasonable control, including though not limited to, act of God, explosion, flood, tempest, fire or accident, war or threat of war, civil disturbance, acts, restrictions, regulations, by-laws, or measures of any kind on the part of any governmental or local authority, strikes, lock-outs, or other industrial actions or disputes or adverse weather conditions. In any such case, we shall be entitled to treat the contract as discharged.
- 16.3 In the event of such discharge, our liability shall be limited to the return of the sums paid to us in respect of the (unused) portion of the holiday calculated on a pro rata daily basis.
- 16.4 In the unlikely event of breakdown of mechanical equipment such as pumps, boilers, swimming pool filtrations systems etc. or failure of public utilities such as water, gas and electricity, we will not be responsible but will make effects to rectify as quickly as possible.
- 16.5 The Property Owner is not responsible for noise or disturbance originating beyond the boundaries of the holiday accommodation or which is beyond our control.

### **17. CLEANING**

The property will be clean throughout at the beginning of the rental period and you must leave it clean at the end of the period.

### **18. BEHAVIOUR**

The person signing the contract is responsible for the correct and decent behaviour of his party. Should you and your party not behave in such a manner of the Property Owner or his representative may his absolute discretion ask you and your party to vacate the property without a refund of the price.

### **19. STAFF**

The services of some staff are included at the property. Additional maids and cooks are available at extra charge, although such services cannot be guaranteed. Please give us as much notice as possible and we shall try to assist. We accept no responsibility for additional staff or services. Any other arrangements you make with your staff or any other person or company providing services whilst you are staying at the property are between you and the staff and we accept no responsibility for these services provided and the terms on which they are provided.

### **20. LINEN**

Linen is normally changed once per week.

### **21. PHOTOGRAPHY**

Photographs take at our property cannot be used or sold for profit without authorization from EPF Ltd.

### **22. SOCIAL EVENTS AND OTHER FUNCTIONS**

It is the policy of the Property Owner not to allow social events and other functions (e.g. weddings, receptions, large cocktail parties) on the property without prior agreement at the discretion of the owner. Permission will be required for any event to be attended by more than twice the number of people is advertised as accommodating (including the holiday party itself). If permission is granted, an additional fee may be charged.

### **23. SECURITY AND VALUABLES**

Any valuable left at the property are left at your own risk. We accept no responsibility for any loss, damage or consequential losses due to theft or any other security related incident howsoever caused.

### **24. INSURANCE**

It is a condition of booking that your party is covered by comprehensive travel insurance either by purchasing our insurance, or another policy offering the same or greater protection. This policy must include personal liability and cancellation cover. Your signature on the booking form confirms that you are covered by such insurance.

### **25. LAW**

This agreement is governed by and construed according to the current laws of New Zealand. The parties agree to submit to the exclusive jurisdiction of the New Zealand Courts.