

LAWN ROAD RETREAT TERMS

1. INTRODUCTION

These terms are designed to ensure that all guests who stay with us here at Lawn Road Retreat have an enjoyable and relaxing stay. By confirming your booking, you have agreed to abide by these terms at all times. Failure to adhere to these terms may result in penalties such as liability for damages and potential eviction.

2. PAYMENT

Payment of the full booking amount plus a security deposit of \$750 is required on or before check in. To confirm your booking, 50% of the total amount is payable with the further 50% payable at least 1 month prior to your booking. All payments are to be made by bank transfer. The security code will not be given until full payment is received. The security deposit will be refunded within 5 days after your stay, less any deductions for damage or breaches of these terms.

All payments made are non-refundable unless:

- a. Cancellation is made in writing at least 3 months prior to the date of stay; or
- b. we are able to secure a replacement booking of equal or greater value prior to your date of stay.

3. ARRIVAL AND DEPARTURE - CHECK-IN

Check-in time is to be advised.

If you arrive earlier on the date of your stay, we are more than happy to hold your bags for you until the accommodation is available.

4. ARRIVAL AND DEPARTURE - LATE ARRIVALS

We request that guests advise us of late arrival plans (arrival times after 8:00pm) prior to the date of arrival.

5. ARRIVAL AND DEPARTURE - CHECK-OUT

Check-out time is to be advised. Guests must fully vacate the accommodation by the time given.

Late check-out is subject to availability, must be pre-arranged and may incur additional charges.

If you wish to extend your stay, please contact us with as much notice as possible; extensions are subject to availability.

Any delays in vacating your accommodation after the check out time without consent may result in an additional delay fee.

6. CHECK OUT ARRANGEMENTS

Rules for key handover, cleaning, rubbish/recycling are as follows:

- All doors are to be locked and the keys left in the keylock on the front door.
- All recycling and rubbish is to be left in the designated areas as detailed in section 15.

7. LOST PROPERTY

Belongings that are left at Lawn Road Retreat will be securely stored for up to two weeks. After this time items will be donated to our favoured local charity. Lawn Road Retreat are not liable for lost property and storage.

If you believe you have left behind any of your personal belongings, please contact us so this can be traced and returned to you as soon as possible.

Guests are liable for handling, postage and courier costs or charges for returning lost property. Alternatively, lost property can be collected from Lawn Road Retreat.

8. VISITORS

A maximum of 16 to 20 guests can stay overnight at any time during your stay.

Guests are responsible for ensuring maximum visitor numbers are not exceeded and that visitors comply with these terms.

Any additional visitors must be approved in advance during the booking process and are subject to an additional fee.

Charges for additional guests are payable by bank transfer.

9. PARKING

Guests and any visitors are to comply with parking instructions as advised by the Property Manager. We ask that you show consideration for other guests' vehicles.

10. QUIET ENJOYMENT, PARTIES, FUNCTIONS AND COMMERCIAL ACTIVITIES

Parties, functions, large gatherings of any kind including pre/post wedding gatherings or BBQs and commercial activities including photo shoots are strictly prohibited at Lawn Road Retreat, unless prior approval has been granted and function fees have been paid.

Any small gathering must comply with the terms regarding noise and payment for visitors.

The guests agree to respect the rights of neighbours, particularly in regard to noise.

11. CHILDREN

Lawn Road Retreat is suitable for children of any age. Guests are fully responsible for the safety and security of their children at all times, as well as any disturbance caused to other guests.

12. SOCIAL CODE

For a stress-free stay for all our guests at Lawn Road Retreat, we request that you be mindful of other guests trying to rest. After 10:00pm we request you to respect all other guests and keep the noise level to a minimum. Should we receive any noise-complaints this will be considered as a first warning and if repeated, we reserve the right to ask you to leave Lawn Road Retreat quietly. We have the right to ask guests to leave, without refund, should inappropriate and/or threatening behaviour be observed.

Excessive noise is prohibited at all times.

13. STRONG ODOUR FOODS

We ask that you refrain from cooking strong odour foods in the accommodation. If the accommodation is left uninhabitable after check-out due to strong odour, we reserve the right to charge an additional cleaning fee.

14. SMOKING

Smoking is prohibited inside any of the buildings at Lawn Road Retreat.

If there is smoking inside the accommodation you are liable to pay an additional cleaning fee.

Any person suspected or caught altering with smoke detectors or sprinklers will be asked to leave the property immediately without refund.

Should guests need to smoke outside, then we ask that cigarette butts be disposed of in the vessels provided. Please do not throw cigarette butts on the property grounds. Failure to do so may result in additional charges and/or eviction.

15. RUBBISH AND RECYCLING

Guests and visitors are to dispose of rubbish and recycling as follows:

- Recycling in containers beside the wheelie bin outside
- All food scraps to be fed to the chickens (excluding eggshells)
- All landfill rubbish to be left to be disposed of in the rubbish bin provided
- A \$100 fee will be imposed if recycling or food scraps are put in the landfill rubbish

16. SECURITY AND SAFETY

Any time you leave Lawn Road Retreat, it is the guest's responsibility to ensure all windows and doors are closed/locked to maintain security.

You must ensure that the property is totally secured at all times when unoccupied and when vacating, including locking all windows, doors, gates, arming any burglar alarm and ensuring that appliances including but not limited to heating, gas bottles, stoves and ovens have been turned off and fires have been carefully extinguished.

You must switch off lights, air conditioning, fans, electronics such as televisions when not in use to promote energy saving. The tennis court lights are not to be turned on during the day. You will be responsible for the safety of all people using or visiting the property during the booked dates and will ensure that all gates, pool gates and/or pool covers are in place and locked at all times when unattended or unused and when vacating.

17. SWIMMING POOL

Lawn Road Retreat accepts no responsibility for the pool.

The pool is shallow and therefore any diving, bombing or jumping into the pool is prohibited. There is to be no alcohol consumed in and around the pool and swimming is not permitted if a guest is intoxicated.

For safety reasons, it is not permitted to use any glassware in or around the pool area. Failure to comply with these rules may result in a deduction from the security deposit and/or immediate eviction.

18. BARBECUE

Please ensure that the barbecue is cleaned prior to the end of your stay.

19. PETS

Pets are not permitted at Lawn Road Retreat.

20. FIRE ALARM

Please make yourself familiar with the evacuation procedure. Should the fire alarm be activated, please ensure you immediately ring 111 and follow such evacuation procedure. If there is evidence to suggest that a smoke alarm has been set off purposefully or through a guest's active negligence, heavy use of aerosol products or smoking/vaping in the building, the guest will be liable to pay the fire service call out charge (NZ\$1200). Any guest suspected or caught altering with smoke detectors or sprinkler will be asked to leave the property immediately without refund.

21. DAMAGES, BREAKAGES AND THEFT

If you or any member or invitee of your group causes damage to the accommodation, removes property belonging to Lawn Road Retreat, injures other guests or their property, or otherwise breaches any of these terms, we reserve the right to:

- Cancel your reservation with immediate effect and (if appropriate) eject you from the accommodation.
- Retain all sums paid by you and/or charge you the full amount of your reservation.
- Charge for any damage, loss of revenue, missing property, handling fees.
- Refuse any future reservations from you and/or refuse you entry or accommodation.

We will not be liable for any refund or compensation in such circumstances.

All damages and breakages must be reported to the Property Manager as soon as reasonably practicable. Failure to report may result in a deduction from the security deposit. To avoid damages and breakages, no furniture is to be moved from one room to another without prior permission.

No bathroom towels are to be removed from Lawn Road Retreat (i.e. for beach use).

Separate beach towels are provided for this purpose.

22. GUESTS' OBLIGATIONS

Guests shall be responsible for the property during their stay. This responsibility includes taking reasonable care of the property; reporting any damages during your stay and leaving the property at the end of the stay with all utensils, fixtures, fittings and equipment on, in or about the property in a clean and tidy condition. You must not remove anything from the property.

Guests shall be liable for any breakages or damage caused to the property or any part thereof, or any chattel therein, that may occur during their stay.

Guests are responsible for making sure that there is no illegal substances or conduct of illegal activities at the property and/or any activities that could invalidate the insurance policy, as they are strictly prohibited.

23. FACILITIES AND MAINTENANCE

Lawn Road Retreat will make every effort to ensure that all appliances and facilities mentioned on the website are available at the property and are in good working order. Should any appliance or facility not be available as shown, or break down, or you have any other issue of any kind at the property, you will immediately notify the property owner. Problems of any kind must be reported immediately to allow the opportunity for a resolution as quickly as possible. The property owner will make every effort to arrange a prompt repair or replacement. Lawn Road Retreat will not be liable in any way should repair or replacement not be achievable during the booking period.

24. SOCIAL MEDIA

When you post and/or tag any social media content (including, without limitation, photos, text, graphics, audio, video, location information, comments or any other materials) in relation to Lawn Road Retreat on social media sites (such as Instagram or Facebook) ("Social Content"), we may request your permission to use this Social Content in connection with our business. Such use may be in conjunction with our website, electronic media and/or print material.

By consenting to our request to use your Social Content, you agree to us publishing your name or username associated with that content and using all or any of your Social Content.

You agree, represent and warrant that:

- You own, or have obtained from third parties, all appropriate rights in your Social Content.
- Our use, and the use by anyone acting on our behalf, of your Social Content will not violate the intellectual, proprietary or other rights of any third party, or any applicable law.
- The Social Content is not libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, hateful, offensive or otherwise unlawful. You release Lawn Road Retreat and anyone acting on our behalf (such as our website or marketing providers) from any liability relating to our use of your Social Content in accordance with this section.

25. FAILURE TO COMPLY WITH TERMS

Breach of any of these Terms may result in a deduction of the security deposit, and where applicable, a guest being liable for additional damages.

The Owner/Property Manager also reserves the right to terminate a guest's permission to occupy Lawn Road Retreat resulting in eviction. Where a guest has been evicted from Lawn Road Retreat, they shall not be entitled to a refund of the security deposit nor any advance funds paid to cover the duration of their booking.

26. OUR RIGHT TO CANCEL

We may cancel your reservation at any time with immediate effect by giving you written notice (which includes e-mail) if you do not pay us when you are required to do so or you breach these terms. If we cancel your reservation where you are at fault, we reserve our legal rights in respect of your breach of contract.

We may also cancel your reservation if an event outside of our control means that we are unable to make the accommodation available to you. In such event we will contact you to let you know as soon as possible and if you have already paid for your stay, we will refund your payment to you, or if you have not yet paid for your stay, you will not have to make any payment to us.

Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. Such limitation of liability does not affect your statutory rights.

27. DISPUTES PROCEDURE

Where a guest feels that we have not responded adequately to an enquiry, or otherwise wishes to raise a dispute with us, guests can contact us by email and we will endeavour to resolve the matter promptly.