

**STAY IN THE COMFORT OF A
HOME WITH FRIENDS &
FAMILY**

NZ HOLIDAY HOMES

OWNER AGREEMENT

AGREEMENT made this _____ day of _____ (month) _____ (year)

BETWEEN _____ (Hereinafter referred to as 'the owner'),

the registered proprietor of the property at _____

AND NZ HOLIDAY HOMES LIMITED (hereinafter referred to as "the Company)

Definitions

1.1 REPRESENTATIVE - The Representative is the key person or persons contracted by the Company on behalf of the Owner to meet and greet the Guest and to inspect and clean (if required) on termination of the Guest's stay, and when necessary report to the Company any matters relevant to the Guest's stay.

1.2 COMPANY - The Company is the abovenamed NZ HOLIDAY HOMES LIMITED which is employed by the Owner as an Owner's representative for hiring of this property, but is not necessarily an exclusive representative for the Owner.

1.3 FEE RATE - The fee rate is the schedule of charges fixed from time to time by the Company for the appropriate rates to be charged for the property for varying times in the year and terms of stay for its commissions chargeable to the Owner.

1.4 GUEST or GUESTS - the Guest or Guests is the person/people approved by the Company to occupy for a fee payable to the Owner of the property for a short term holiday stay.

1.5 OWNER - the Owner is the abovenamed who is the registered proprietor or head lessee of the freehold/leasehold in the property and has authority and right to let the property to third parties and includes successors in title to the Owner if notification is not received by the Company.

1.6 OWNER'S TIME - the Owner's time can be any time throughout the year except those times when the Owner has given verbal, written or electronic confirmation to the Company that the property is available for exclusive use by the Guest.

1.7 PROPERTY - the property is the property situated at the above location comprising a holiday home or residential boat together with its appurtenances and chattels as described in the property report annexed to this agreement.

1.8 PROPERTY REPORT - the property report is the detailed listing attached to this agreement completed by the Owner upon which the Company relies for its listing.

1.9 References to male shall include female and references to singular shall include plural.

Agreement

2.1 THE Owner has appointed the Company and the Company has accepted the appointment as the representative for the Owner in presenting the property to third party Guests for short term holiday occupation by Guests from time to time throughout the term of this agreement. The Owner hereby authorises the Company to enter such contracts as are necessary to carry out the following terms and conditions of this agreement on behalf of the Owner.

2.2 THE Owner shall not throughout the term of this agreement either themselves or through any other person accept a booking for the property from clients of the Company who have booked the property previously through the Company. Any such direct approach to the Owner will be referred back to the Company.

Term of the Agreement

3.1 THIS agreement commences on the _____ date agreement is signed unless stated otherwise.

3.2 THIS agreement will remain valid until such time as notice is given to either party in writing. (See sections 4.1 and 7.6)

Owner's Right of Early Termination

4.1 IF the Owner desires to terminate this agreement at any time the Owner shall be entitled to give one calendar month's written notice to the Company of termination for any reason provided however that on such early termination there shall be no rebate to the Owner of any moneys paid in respect of the unexpired portion of the term.

4.2 IF the Owner decides to terminate this agreement, any and all bookings yet to commence for the Guest(s) exclusive use of the property, for which confirmation has been given by the Owner or the Owner's representative by verbal, written or electronic means, will remain in effect and be honoured by the Owner.

**Full service from a team of
NZ accommodation
experts.**

NZ Holiday Homes Limited

57 Fowlds Avenue, Sandringham, Auckland 1025

+64 9 585 2300

Nzholidayhomes.co.nz

Owner's Rights of Use Throughout the Term

5.1 THE Owner shall have the right of use of the property throughout the year except those times that are confirmed by the Owner to the Company as exclusive use for the Guest.

5.2 WHEN the Company has a request for a Guest booking for the property, the Company will, before confirming to the Guest, make all attempts to contact the Owner or the Owner's nominated representative to obtain verbal, written or electronic confirmation that the property is available for exclusive use by the Guest for the times requested.

5.3 IN the event that the Owner or the Owner's representative cannot be contacted, the Company reserves the right to confirm the exclusive use of the property by the Guest for the times requested, during times that the Owner has last indicated to the Company that the property would be available by either verbal, written or electronic means.

5.4 IF the Company has received a deposit or full payment for a Guest to occupy the property for a specific time for which confirmation was given by the Owner or the Owner's representative, then the Owner shall not be entitled to occupy the property during this time.

5.5 IF the Owner wants to make a special request for the use of the property during times previously confirmed by the Owner or the Owner's representative as being available for the exclusive use of the Guest, the Company will at the Company's discretion make this request of the Guest and offer the Guest alternative holiday accommodation.

Owner's Duties

6.1 THE Owner will complete the property report in a full and faithful manner in order to provide the Company with proper details of the property for inclusion in its brochure. In the event that the details about the property change during the term of the agreement the Owner will forthwith notify the Company of such changes.

6.2 THE Owner hereby indemnifies the Company against all or any type of claim including all solicitor and client costs incurred by the Company arising from any misrepresentation of the property by the Owner in the property report or in any manner whatsoever including that which falls within the scope of the Consumer Guarantees Act 1993.

6.3 IN the event of the Owner entering a contract for the sale of the property the Owner shall forthwith

notify the Company of the sale and date of settlement and the name and address and telephone number of the purchaser and shall notify the purchaser of the Owner's arrangement with the Company and shall ensure as part of this contract that all contractual obligations entered into by the Owner are fulfilled prior to transfer, including any obligation to the Company.

6.4 THE Owner is responsible for all outgoings on the property including rates, insurance, maintenance, electricity, gas, telephone, lawn-mowing and such other items of expenditure including all utilities as are required to keep and maintain the property.

Company's Duties

7.1 THE Company shall at all times take every reasonable and responsible precaution to ensure that the Guests using the property are suitable people who are likely to treat it in a careful and proper manner.

7.2 THE Company will keep the Owner informed as to occupation arrangements that have been made, and further, for any activity in a month, the Company will on the 10th day of the following month, send a statement outlining the occupation arrangements for the preceding month, and account to the Owner for moneys to be paid to in respect of the property.

7.3 THE Company will use its best endeavours to arrange occupation of the property as often as possible but without any liability on the company to achieve any minimum rate of occupancy.

7.4 THE Company, if requested, will appoint a Representative (subject to prior approval of the Owner). The Representative shall meet and greet Guests, and explain the operation of the property, and shall be responsible for ensuring that the property has been cleaned at the completion of any Guest's stay and for verifying on behalf of the Company and the Owner that the Guest has left the property in a proper and undamaged condition. The Representative shall report at all times to the Company and all dealings with the Representative shall be through the Company.

7.5 THE Company shall use all care and diligence in selecting and supervising Representatives but shall not be responsible for any damage or loss arising from or caused by the Representative.

7.6 THE Company will not be responsible for making payment to the owner where the Guest cancels his/her holiday prior to occupation for reasons of unsuitability or uncleanliness beyond the Company's control.

7.7 IF the Company desires to terminate this agreement at any time the Company shall be entitled to give one calendar month's written notice to the Owner of termination for reasons that the Company feels the property is no longer suitable for clients of the Company. In such circumstances of unsuitability, any fees paid by the Owner will not be reimbursed in respect of the unexpired portion of the term. The Owner will be paid for moneys received and paid in respect of the property for the period up to the date of termination.

Insurance

8.1 THE Owner shall be responsible for providing a full comprehensive insurance cover upon the property and shall notify the Owner's insurer of this agreement and provide the insurer with such details as the insurer requires regarding this agreement.

Maintenance and Repairs

9.1 IN the event that it becomes apparent to the Company that any maintenance is required the Company shall notify the Owner of the same and where such matter is not urgent shall arrange to the parties mutual satisfaction the manner of repairing the same.

9.2 THE Owner shall indicate preferred tradesmen in the attached property report.

9.3 IT is recognised by the parties that during the occupation by Guests there may be a need for urgent repairs to be carried out. The Company will where practicable attempt to contact the Owner prior to carrying out urgent repairs. In the event that it is not practicable to contact the Owner and a preferred tradesman has been named then the Representative or the Company will employ that tradesman where possible on behalf of the Owner. In the event that the repair requires expenditure of more than \$500.00 the Company, in the absence of the Owner's instruction to the contrary, will spend the minimum the Company in its opinion requires to spend to rectify the immediate problem. All such work will be notified to the Owner and accounted for in the month follow.

9.4 WHERE the only water supply to the property is by tank water and the supply is in the opinion of the Company or its Representative inadequate at the commencement of any Guest's stay to reasonably supply adequate water for that Guest's use during that stay then in those circumstances the company shall, in its discretion, order water delivered to the property and debit the Owner against the income received.

Fee rates

10.1 THE charges made by the Company to Guests will vary from time to time depending on the season and the quality of the property and the amounts being charged by comparable properties from time to time. The Company reserves the right to vary such charges made by the Company. The amount to be charged to Guests on behalf of the Owner of the property will be decided by the Company and the Owner after discussion with the Owner. The Owner will be charged a commission rate based on the amount charged to the Guest on behalf of the Owner. The Company reserves the right to vary its commission rates on giving to the Owner not less than one month's notice in advance.

General

11.1 TELEPHONE. Where there is a telephone in the property the Owner shall be responsible for payment of all telephone costs to the telephone company concerned. If the property report discloses that there is a telephone at the property then the Company shall prior to any Guest occupying the property obtain a credit or bank card authorisation from the Guest for telephone usage and, provided the Owner forwards to the Company a copy of each telephone account for the property within 7 days of receiving the same, the company will debit the Guest concerned with all call charges arising during that Guest's stay and will on receipt of payment from the card Company pay the same to the Owner in settlement of those call charges.

11.2 ELECTRICITY AND WATER AND GAS. The Owner is responsible for all meter readings on the property. If specifically requested by the Owner and agreed with by the Company, the Representative can arrange to read meters on the property at the commencement and end of each Guest's stay so that apportionment of those outgoings can be debited to that particular Guest. The Company will account to the Owner in respect of those items.

11.3 ARBITRATION. All differences and disputes which may arise between the parties touching or concerning this contract or the parties obligations under this contract or the construction of it shall, except as otherwise expressly provided in this contract be referred to the arbitration in New Zealand of a single arbitrator if the parties can agree on one. If the parties cannot agree within 7 days of advice being given by one party to the other that there is a dispute then such appointment shall, in default, be made by the president for the time being of the Arbitrators and Mediators Institute of New Zealand.

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The parties to this contract agree that the following matters shall be applied in the course of the arbitration and all matters preliminary thereto and shall be included in any submission to arbitration:

- (a) Any arbitrator appointed shall be free to grant any relief available in the High Court of New Zealand.
- (b) Notices may be transmitted by facsimile in addition to personal service. The address for the guest is the guest's home address given. The arbitration should hear such evidence as would be allowed in the High Court of New Zealand.
- (c) The arbitrator may only terminate proceedings and/or continue the hearing in the absence of any document being filed if not less than 7 days written notice has been given by the arbitrator to the defaulting party.
- (d) The arbitrator shall have the discretion to apply considerations of general justice and fairness.
- (e) Any interest to be awarded by the arbitrator shall be in accordance with the maximum rate nominated under the Judicature Act 1908 or any Act in amendment thereof.
- (f) In conducting the hearing the arbitrator shall not adopt an inquisitorial process.
- (g) The arbitrator shall not appoint any expert to advise him except with the written consent of both parties.

11.4 NOTICES

11.4.1 THE address for all notices of the Company shall be at the registered office of the Company:

57 Fowlds Avenue
Sandringham
Auckland
New Zealand

11.4.2 THE address for all notices to the Owner shall be:

11.4.3 IN the event that either party changes address, that party shall notify the other party of such change forthwith. Notices shall be deemed to have been sent in the normal course of post if addressed to the address for notices as given.

IN WITNESS WHEREOF these present have been executed the day, month and year first hereinbefore written:

SIGNED for and on behalf of the OWNER:

SIGNED for and on behalf of NZ Holiday Homes:

**Full service from a team of
NZ accommodation
experts.**

NZ Holiday Homes Limited
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