

VILLA RENTAL TERMS AND CONDITIONS

Registered Guest:	JiaJing Wang
Property Confirmed:	Highview Terrace & Star Lane
Arrival:	18 th January 2017
Departure:	21 st January 2017
Rate Per Night:	\$860.00 per night – Highview Terrace \$1000.00 per night – Star Lane
Total Amount of Accommodation:	\$5,580.00 Plus, cleaning fee of \$100.00
25% Non Refundable Deposit Due: <small>Credit card fees apply</small>	\$1,420.00
Balance Due: <small>Date and amount</small>	\$4,260.00 (due 04/12/16)
Bond Due: <small>Credit Card authorisation</small>	\$1,860.00

The Registered Guest must complete sections below and sign before the booking is accepted:

Guest Name:	Zhang Li	
Home Address :	5 bowman place sockburn Christchurch	
Contact Phone Number While Travelling:	021 6699 28	
Contact email:	yang@heart-travel.co.nz	
Contact In Case of Emergency:	021 6699 28	
No. of Guests Staying : <small>* We can arrange buggies, cots, highchairs and toys etc please just ask</small>	Adults: 11	Children: (include ages) 4 (10 11 12 15)
Beds to be Used and Preferred Configuration:	Doubles: 5	Singles: 6
Arrival Details: (flight numbers, times, driving details etc):	Flight Number: ---	Arrival Time:
Departure Details:	Flight Number: ---	Departure Time:
Names of Additional Guests Staying:		
Signature for, and on behalf of, all occupants acknowledging clauses.		

Your signatures confirms you have read agree and wholly accept our terms and allow Touch of Spice to debit the amount of occupancy and as security being non returnable in a case of breach of these conditions.

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1. PAYMENT

- 1.1 To confirm bookings the agreement must be filled in signed and returned with a 25% non-refundable deposit to secure all held arrangements. Final payment is required 45 days prior to commencement of stay with the exception of peak periods where we required full payment 60 days prior. This is Christmas and New Year and also Chinese New Year.
- 1.2 All prices have been given in New Zealand dollars including Goods and Service Tax.
- 1.3 Our preferred method of payment is by bank/wire transfer or bank draft. Alternatively, we do accept NZ Credit Cards (Visa, MasterCard or AMEX)
- 1.4 Please note credit card fees and bank transfer fees will apply and are payable by the client. Please confirm with your bank that your payment includes bank transfer fees for sending and receiving and if these are not covered by your transfer then we will charge this to your credit card.

Direct deposits can be made to: Touch of Spice Ltd, ASB Bank, Botany Downs Branch, 12-3233-0195439-50. Swift Code: ASBBNZ2A.

Payment by bank transfer requires your booking reference number to be entered in the particulars of your transaction in order to match payment. Please ask your Travel Curator for this number.

- 1.5 If you are paying by direct debit we also require a credit card number to secure your reservation.
Credit Cards – Visa/MasterCard/AMEX.
Please note that a 3% credit card fee applies to VISA and MasterCard transactions; a 5% fee applies to AMEX transactions.

Please provide credit card details below:

CARD TYPE: Visa / MasterCard / AMEX

CARD NO _____

EXPIRY _____ NAME ON CARD _____

4DIGIT SECURITY CODE _____

- 1.6 Credit card details will also be taken upon arrival for any miscellaneous charges in relation to your stay including activities that are booked during your stay.
- 1.7 If appropriate payment and the signed booking form are not received within 72 hours of confirming your reservation with us we reserve the right to cancel your reservation.

2. CHANGES TO BOOKING and CANCELLATIONS

- 2.1 All requests for **changes** to booking including **cancellations** must be in writing by the Registered Guest to Touch of Spice 45 days or more prior to arrival. Touch of Spice will respond also in writing to confirm receipt.
- 2.2 Changes may not be possible due to the time of year and availability and cancellations will be accepted only if received more than 45 days prior to the original arrival date with the exception of peak dates where cancellations would need to be made 60 days prior. The 25% deposit is non-refundable regardless of the cancellation reasons.
- 2.3 All bookings cancelled 45 days or less to the arrival date are non-refundable and no refunds will be given unless in the circumstances of a death in the family or more serious matter than can be proven by the Registered Guest in writing.

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- 2.4 If the booking has not been paid in full by the Registered Guest 45 days or less prior to arrival the credit card given as a security will be charged with the applicable credit card fees also charged.
- 2.5 Registered Guests may **transfer** a booking to a different time. This entitlement is subject to the following conditions:
The new booking is for the same property.
The request for a transfer is received in writing by Touch of Spice on or prior to the date that is 45 days prior to the commencement date of the original booking;
The new booking is completed within one year from the commencement date of the original booking date;
The total amount of rent payable by the Registered Guest on the new booking is equal to or greater than the total rent payable on the original booking. If the rent payable on the new booking is less there will be no refund for the difference. Conversely, the Registered Guest will pay the difference if the rent for the new booking is more due to seasonality or annual rate increases.
Any amount previously paid by the Registered Guest in relation to the original booking will be credited to the new booking;
- 2.6 The Registered Guest will not receive any refund if they vacate the Accommodation early.
- 2.7 When transferring a booking to a later future date than the original booking date, any amounts not paid relative to the original total booking value must be settled in full as per original booking and notified due dates. Once full payment is made the booking can be transferred to the nominated dates. New dates must be nominated at the time of transfer.
- 2.8 Clients are strongly advised to protect themselves against cancellation charges, medical expenses or loss of personal possession by way of comprehensive travel insurance taken out in the country of origin.
- 2.9 In the event of a change or cancellation, charges incurred by Touch of Spice to cover processing related costs such as credit card merchant fees, will be passed on plus an administration charge of \$250 per person.

3 PARTY POLICY: ZERO TOLERANCE

- 3.1 Touch of Spice reserve the right to request the Accommodation be vacated in the event it is not respected and maintained to the required standards including what is outlined in your property manuals located in your compendium or in the event of disrespectful behaviour that has led to complaints from surrounding neighbours.
- 3.2 We require an undertaking from the guests that the booking is for short term accommodation only and will not allow parties, events or gatherings and gives assurance that the Accommodation is for the use of named guest only.
- 3.3 All guest unaccompanied by a parent or guardian must be over the age of 25 years
- 3.4 In the event of an unsolicited party or event then the procedure will be: a phone call first from the property manager, if not resolved at that point then the Property Manager will make a call out to the property (at your cost. Should police or private security be needed to secure the premises this will be actioned from that point and will occur the loss of your bond, trigger the penalty fee of \$500 +gst (clause 5.12), the cost of any damages, and extra cleaning as necessary. We reserve the right to ask you to vacate the property immediately and forfeit your booking as in a cancellation which is non refundable.

4 SECURITY BOND

- 4.1 The amount which is equal to one night's rental (or otherwise stated) will be deducted and held at the start of your stay on the credit card provided. This bond will be released upon confirmation that there is no excessive cleaning required, excessive rubbish to be removed or any damages to the Accommodation by housekeeping.
- 4.2 Credit card details are held by Touch of Spice as security against the Registered Guest's failure to perform the obligations set out in the Terms and Conditions and if the above security bond amount does not cover the damages or excessive cleaning.

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- 4.3 The Registered Guest authorises Touch of Spice to debit its credit card to deduct any money due to Touch of Spice upon final resolution of any dispute between the Registered Guest and Touch of Spice.
- 4.4 In the event that there is a problem with the credit card being debited the Registered Guest agrees to immediately pay the amount owing to Touch of Spice in cash, bank cheque in NZ currency or by electronic funds transfer of cleared funds to an account specified by Touch of Spice.
- 4.5 From time to time Touch of Spice may require a higher bond than one night's rental and the reasons depicting this will be outlined to the Registered Guest. This will normally be if the Accommodation is going to be used as a venue or for groups that are larger than what the property normally holds.

5 REGISTERED GUEST'S PROMISES – CODE OF CONDUCT

- 5.1 The Registered Guest's promises in this clause apply equally to the Registered Guest's guests/visitors and the Registered Guest is fully liable for any breach. The Registered Guest and its guests/visitors must comply with the Terms and Conditions or face immediate eviction with loss of rent and bond.
- 5.2 The Registered Guest promises to use the Accommodation as a short term holiday home only for the maximum number of occupants as stated in the booking confirmation.
- 5.3 ADDITIONAL GUESTS - Please be aware you may not invite additional guests to the Accommodation without prior arrangement with Touch of Spice. No pets are allowed. Should you wish to have a function and invite guests this is required to be approved by the Owner and a new set of Terms & Conditions may apply.
- 5.4 Each Villa Rental has specific occupancy limits and rules of conduct, and these are strictly enforced. The number of adults and children to occupy the rental home must be stated at the time of booking and must not exceed the allowed number of guests. Property lines, privacy, and the quiet enjoyment of neighbours are to be respected at all times, with quiet hours observed between 9 pm and 7am each night.
- 5.5 If any of the furniture, fixtures and fittings of the Accommodation are damaged beyond what is Reasonable Wear and Tear, the Registered Guest will, at its sole cost, repair or replace the damaged items before the end of the Villa Rental when possible, or within 14 days of the end of the Villa Rental if the item requires time to source, replace and deliver.
- 5.6 The Registered Guest promises that it will:
- 5.6.1 Keep in a clean, liveable condition and in good repair (subject to Reasonable Wear and Tear):
 - (i) The interior of the Accommodation;
 - (ii) The carpets, curtains and all other items of the Accommodation;
 - (iii) All fixtures and fittings of the Accommodation
 - 5.6.2 Not cause nuisance or annoyance to Touch of Spice, other Registered Guests or any neighbours. In the event that noise control or a neighbour contacts Touch of Spice about excessive noise levels, and as a strict deterrent for this anti-social behaviour, Touch of Spice may in its sole discretion deduct NZ\$500.00 plus GST from the Registered Guest's credit card upon providing notice in writing to the Registered Guest of its decision to do so. In the event that any of Touch of Spice's stereo equipment is seized by any authority from the Accommodation the Registered Guest must promptly recover and return such equipment to the Accommodation at its sole cost;
 - 5.6.3 Clean and keep free from blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like;
 - 5.6.4 Keep clean the insides of all windows and replace any glass or mirrors which break for any reason;
 - 5.6.5 Report to Touch of Spice any disrepair or defect in respect of the Accommodation or the fixtures and fittings and report any failure of mechanical or electrical appliances as soon possible;
 - 5.6.6 Fix any damage to the Accommodation or to Touch of Spice's fixtures and fittings or to the common areas caused by the Registered Guest, Reasonable Wear and Tear excepted, and to pay any costs incurred by Touch of Spice carrying out such works in default;
 - 5.6.7 Seek approval for temporary structures (e.g. tents or tarpaulins) to be erected on the Accommodation prior to completing the online booking;

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- 5.6.8 Not operate a business at the Accommodation or use it for any improper, immoral or illegal purpose;
 - 5.6.9 Not assign, sublet, charge, part with, share possession or occupation of all or part of the Accommodation;
 - 5.6.10 Not damage, change or remove any of Touch of Spice's installations, furniture, fixtures and fittings;
 - 5.6.11 Pet policies are on a case by case basis. If a well-behaved pet is permitted in writing by Touch of Spice to stay at the Accommodation, the Registered Guest is liable for any damage caused to the Accommodation
 - 5.6.12 Allow Touch of Spice, its agent or contractors access to the Accommodation at reasonable hours during the day, to carry out repairs or other works to the Accommodation or to carry out maintenance of the fixtures and fittings. The Registered Guest will give immediate access at any time in the event of an emergency;
 - 5.6.13 Pay for all telephone calls made from the Accommodation during the Villa Rental.
- 5.7 There is a strict **No** Smoking policy inside the Accommodation. Please remove any cigarette butts from outside the property; smoking on the premises of any property is prohibited. If tobacco odour is noted on check out, a **NZ\$500** plus GST damage charge will apply in addition to any additional cleaning and fumigation costs. Damage and cleaning costs will be charged either by way of the security deposit or to the credit card provided.
- 5.8 Touch of Spice will provide an Information Booklet at the Accommodation:
- 5.8.1 Contact details for Touch of Spice for the efficient and effective resolution of any problems relating to the Accommodation during the Villa Rental;
 - 5.8.2 Details of waste management (including rubbish collection days and recycling requirements etc.);
 - 5.8.3 Operational manuals, codes and details for all electronic appliances and devices.
- 5.9 Whenever the Accommodation is left unattended, the Registered Guest will fasten all locks to all doors and windows, to prevent unauthorised access to the Accommodation. A call out due to lost keys or lockout will attract a non-negotiable minimum fee of NZ\$150 plus GST to be deducted from the Registered Guest's credit card. The Registered Guest will not change or install any locks on any doors or windows nor have additional keys made for any locks without the prior written consent of Touch of Spice.
- 5.10 Touch of Spice will not pay the Registered Guest compensation for any inconvenience due to work being carried out in the common areas of the Accommodation or neighbouring buildings or due to road works or any other nuisance or annoyance.
- 5.11 It is the responsibility of the Registered Guest who is named on the booking terms & conditions to ensure that the internet usage at the Accommodation is used for legal purposes only during the stay. If there are any illegal downloads during a guests stay while using the property's internet the Registered Guest who is named on these booking terms & conditions will be held fully accountable for this illegal action and any resultant fines
- 5.12 Increased occupancy, vehicle traffic, excessive noise, or illegal activity, will result in a \$500 penalty fee, eviction, and the forfeiture of all prepaid rentals. This penalty fee will be charged either by way of your security deposit or to the credit card provided.

6 REGISTERED GUEST ARRIVAL & DEPARTURE

- 6.1 Directions and how to access the Accommodation will be emailed to you prior to your stay, you need to pre-arrange the time of your meet and greet at the Accommodation so please provide your arrival details and contact number so we can confirm a time between 3pm and 6pm.
- 6.2 Touch of Spice are not based at the property so please respect the appointment time as should our staff member need to wait unnecessarily (more than 10 minutes) or return again at another time there will be a \$150 +gst call out charge occurred. After hours arrivals result in the call out fee being applied.
- 6.3 Touch of Spice requires Registered Guest departure details for their records. Check out is at 10am unless agreed by prior arrangement. Touch of Spice requires you to leave all keys and garage remotes inside the

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Accommodation, lock all doors and close all windows. If there is any damage to the property we do require you to notify us prior to your departure.

- 6.4 While basic cleaning at the end of the Villa Rental is included as part of the service, the Registered Guest is responsible for leaving the Accommodation in the same clean neat and tidy condition it was when they arrived. This includes, without limitation, washing up, fridge cleanout out, BBQ cleaned, rubbish placed in appropriate bins when vacating the property. Should any excess cleaning or rubbish removal be required beyond what is considered fair and reasonable then the costs will be passed onto the Registered Guest. The cleaning company will determine what is fair and reasonable.

7 ACCOMMODATION INSPECTION AT END OF TENANCY

- 7.1 At the end of the Villa Rental Touch of Spice reserves the right to inspect the Accommodation and complete a post-stay inspection.
- 7.2 Lost keys may result in a minimum fee of NZ\$100 plus GST, and garage remotes NZ\$150 plus GST being charged to the credit card on file. You will be charged either by way of your security deposit or to the credit card used on file.
- 7.3 If Touch of Spice is not satisfied as to the condition of the Accommodation, Touch of Spice will propose a reasonable sum to be deducted from the Registered Guest's security bond or credit card. Touch of Spice will provide a written breakdown of the deduction proposed.

8 INSURANCE AND NO LIABILITY

- 8.1 The Registered Guest will not do anything that could adversely affect Touch of Spice's insurance over the Accommodation.
- 8.2 The personal effects of the Registered Guest will not be insured by Touch of Spice. The Registered Guest acknowledges that all personal items and vehicles (including vehicle contents) of the Registered Guest remain the Registered Guest's responsibility and Touch of Spice accepts no responsibility for loss or damage.
- 8.3 In the event that the Registered Guest uses extra facilities at the Accommodation including, but not limited to, kayaks, dinghies, bicycles, trampolines, spas and swimming pools, such use is entirely at the Registered Guest's own risk at all times and Touch of Spice accepts no responsibility for any injury or loss to the Registered Guest. Children are to be supervised at all times by a parent or responsible adult.
- 8.4 Every reasonable effort has been made to describe properties as fully and as accurately as possible and every reasonable attempt will be made to supply what has been described. All bookings are made and accepted on the basis of the descriptions contained in our website and we do not accept any liability if the actual property does not meet guest expectations.

9 WARNING

- 9.1 To the fullest extent possible at law, Touch of Spice does not make any representations or give any express or implied warranties of any kind in relation to any accommodation or any product or service featured on the website or brochure. The Registered Guest's use of Touch of Spice's services is at its sole risk.

10 RESOLUTION OF DISPUTES

- 10.1 Any grievance or complaint leading to a dispute is between the Registered Guest and Touch of Spice. Touch of Spice will not act on the Registered Guest's behalf in any dispute.
- 10.2 However if either Touch of Spice or the Registered Guest has a dispute for any reason then the following procedure must be followed before commencing legal proceedings:
- 10.2.1 Neither party will commence or maintain any action or proceeding in any court, tribunal or otherwise regarding a dispute without first complying with the provisions of clauses 10.2.2 to 10.2.7;
 - 10.2.2 If a party considers that a dispute has arisen, it may issue a written Dispute Notice to the other party, setting out reasonable particulars of the matter in dispute. For a period of 20 working days after a party receives a Dispute Notice, the parties shall with best endeavours and in good faith

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- negotiate to attempt to resolve the dispute and shall (subject to privilege) provide to the other party all information with respect to the dispute which is reasonably requested by the other party;
- 10.2.3 If the dispute has not been resolved within 20 working days after receipt of the Dispute Notice, or within such further period as the parties agree in writing, the parties shall attempt to settle the dispute by mediation administered by Leadr NZ Inc. (or, if for any reason Leadr NZ Inc. does not exist or is unable to act, then a mediator selected by the current President of the New Zealand Law Society), before having recourse to any other Dispute resolution processes which may be available to the parties;
- 10.2.4 The mediation described in clause 10.2.3 shall be conducted in accordance with Leadr NZ Inc. guidelines as from time to time in force;
- 10.2.5 If the dispute has not been resolved within 20 working days, or within such further period as the parties agree in writing, after the commencement of mediation, then either party may exercise any of its rights under the termination provisions of the Terms and Conditions or any other legal rights which may be available to it;
- 10.2.6 Except where the dispute renders it impossible to do so, the parties will continue performing their respective obligations under the Villa Rental while a dispute is being resolved, until the parties' respective obligations under this clause 10 are complied with; and
- 10.2.7 Each Party will use its best endeavours to ensure that, where a dispute is reasonably foreseeable, it is dealt with at a sufficiently early stage to ensure that there is a minimum effect on the ability of any party to perform its obligations under this Agreement.

10.3 Notwithstanding the above, nothing in this clause 10 prevents the Registered Guest or Touch of Spice from seeking urgent equitable relief before an appropriate court.

11 NOTICES

11.1 Notices are required in writing and must be served by email, courier or post.

12 ADDRESS FOR SERVICE

12.1 The parties' addresses (including email addresses) in the Letter of Offer are the relevant addresses for the service of notices.

13 NO WAIVER AND PARTIAL INVALIDITY

13.1 If Touch of Spice do not exercise or enforce any right available to it under the Terms and Conditions, it does not constitute a waiver of those rights. If any provision of the Terms and Conditions becomes or is held to be invalid, that provision is severed from the remaining Terms and Conditions, which remain in full force and effect.

13.2 Touch of Spice cannot be held responsible for disruption or delays to the Villa Rental or Services in the case of Force Majeure, conditions being out of their control.

14 GOVERNING LAW

14.1 The Terms and Conditions are governed and construed in accordance with the laws of New Zealand as Touch of Spice is a registered New Zealand Company. Registered Guests booking accommodation outside of New Zealand are still subject to these Terms and Conditions irrespective on what country they reside in.

15 DEFINITIONS

Capitalised terms have the following definitions:

Accommodation: The apartment / house / chalet / lodge / hotel room / motel room / bed and breakfast / villa (and any other type of accommodation available through Touch of Spice) The Accommodation includes the furniture, fixtures and fittings and the use of any rights of access, paths, drive entranceways, any common areas and any other items reasonably necessary for the enjoyment of the Accommodation and which Touch of Spice can grant.

Villa Rental: The occupation of the Accommodation by the Registered Guest as detailed in the Letter of Offer and pursuant to the Terms and Conditions.

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Touch of Spice: The registered proprietor/s of the Accommodation or an authorised representative of the registered proprietor/s.

Reasonable Wear and Tear: The amount of damage and deterioration that a reasonably careful Registered Guest would cause during the Villa Rental, assuming that the Accommodation was used only for the purposes described in the Terms and Conditions. Non-foreseeable damage, such as damage which renders an item unusable is not reasonable wear and tear.

Registered Guest: The person or persons taking the Villa Rental including all other occupants of the Accommodation at any time during the Villa Rental

Terms and Conditions: These Villa Rental Terms and Conditions including the Letter of Offer, the online booking confirmation email and any additional special conditions imposed on the Registered Guest by Touch of Spice. Any dollar amount expressed in the Terms and Conditions is in the local currency of the country where the Accommodation is located.

Please sign below to indicate your acceptance of these booking conditions.

Clients: I confirm I have read and agreed to all terms and conditions on this page and the prior pages

Agents: I confirm I have read and agreed to all terms and conditions on this page and the prior pages and advised my clients of these terms & conditions.

Client / Agent Signature Jiajing Wang

Client/Agent Printed Name Jiajing Wang

Date 19 October 2016