

Terms & Conditions

The holiday contract ("contract") is made between the guest ("you") and the property owner of the Yoga retreat at 360a Longbush Rd, Martinborough (the property") for which the contract is made. The term "guest" or "renter" includes the person agreeing to the contract by making the booking and any person invited into the property by the guest. The owner currently trades as Ministry of Yoga is described as "us" or "we" or "MOY" or "the owner"

OCCUPANCY LIMITATIONS

The property is let on the understanding that the accommodation is for holiday use only, for the period specified and that no right to remain in the accommodation exists for the applicants or anyone in the applicant's party beyond the specified date and time. At no time during the period of permitted use may the property be occupied overnight by more than the number of people specified on the booking form (including children). Guests must not sublet the property nor use it for the purposes other than a holiday house. No caravans, tents or other accommodation can be placed at the property without written permission.

BOOKING FEE & CANCELLATION POLICY

This cancellation/alterations policy applies to reservations made on our website or directly with MOY. If you have booked via an online travel agent such as Airbnb, Booking.com etc you will need to refer to their policies. Full refund for cancellations made more than 30 days before arrival 50% refund for cancellations made between 14 and 30 days before arrival. Cancellations made within 14 days of arrival forfeit 100% of the total booking cost. These cancellation terms do not apply to bookings that are noted as non-refundable. The cancellation policy also applies to changes which decrease the overall value of a booking, for example decreasing the number of guests staying or shortening the length of stay. Moving a booking to a future date may be possible. Before cancelling please contact us to discuss this option.

NON-REFUNDABLE DATES

MOY reserves the right to set out certain dates as non-refundable at the time of reservation. This means that should you book these dates we will touch base with you to request a 50% deposit at time of booking with the remainder to be paid in full no less than 30 days prior to your arrival.

ALTERATIONS POLICY

Should YOU choose to shorten the length of your stay or reduce the amount of persons within 14 days of your arrival date you will still be liable for the full period and numbers of persons originally booked. Please choose your dates and numbers carefully.

TRAVEL INSURANCE

As unexpected events sometimes happen we strongly recommend that you consider travel insurance even if you are travelling within NZ.

CREDIT CARDS & DIRECT TRANSFER PAYMENT

We accept payment via Visa and MasterCard or bank transfer. If you hold a New Zealand bank account, you may pay via internet transfer. Please email us and we can provide the details and note this on your reservation. However, we still require a valid credit card to confirm your reservation. If your full payment via bank transfer is not received eight working days prior to your arrival we will debit your credit card for the full amount within the 7 days prior to your arrival.

AGE RESTRICTIONS

Reservations are limited to persons over 25 years of age. All guests staying at the property unaccompanied by a parent or guardian must also be over the age of 25 years. We reserve the right at any stage to request photo identification from guests.

HEALTH AND SAFETY

As a guest of MOY, it is your responsibility to familiarise yourself with the potential hazards and hazardous areas/situations. A list of these are outlined in the property folder which can be found at the property. All guests are required to practice all advised control methods to ensure no harm is caused to any persons staying at the property. Common sense must be used with any potential hazards not recorded including reporting these to MOY

CHECK-IN

You may check in to the property any time after 3:00pm and on the date of arrival. Please ensure you have read and understood your arrival details fully so you are aware of how to access the property upon your arrival. Please notify MOY immediately if there are any issues at the holiday home upon your check-in. Should you require an early check-in this must be arranged prior to your arrival. We will endeavour to accommodate your request, but please understand this may not be possible.

CHECK-OUT

Check-out is 11:00am. Should you require a late check-out this must be arranged by contacting us no earlier than the day prior to your departure. We will endeavour to accommodate your request, but please understand this may not be possible in busy periods as our cleaners need time to clean and prepare the property for guest arrival on the same day.

NOISE & RESPECT FOR NEIGHBOURS

Parties or gatherings of any kind (including hen/stag parties, weddings and pre/post wedding events) are not permitted without prior permission. Even though the property is rural, noise travels great distances. We ask that you respect the neighbours at all times. Noise levels must be kept to a minimum between 9pm and 8am and all language/behaviour must be respectful at all times day or night. If complaints are received and our appointed security representative or South Wairarapa District Council noise control is required to attend the incident a \$120 fee will be charged and the guest will be asked to quieten down where we see fit or asked to vacate the property immediately without refund. Upon receipt of further complaints MOY reserves the right to evict the guests from the property immediately without refund. The \$120 call out fee will be charged to the credit card held on file.

HOUSEKEEPING

MOY is not serviced during your stay. Should you require in-stay cleaning please advise us the level of service required and we can see what we can do.

KEYS

Keys are stored in the lockbox at the property. You will be notified of the unique code for your stay prior to your arrival. If you misplace your key during your stay, a surcharge of \$100 may apply. Because of security considerations failure to return keys may result in a charge to cover the changing of locks on the home. A call out due to lost keys or lockout will attract a non-negotiable minimum fee of \$100 to be deducted from the guest's credit card. The guest will not change or install any locks on any doors or windows nor have additional keys made for any locks.

PETS

Due to the rural nature of the property pets are not allowed

SMOKING

Smoking is not permitted anywhere on the property. Should smoke odours be detected additional cleaning and/or fumigation costs of \$500 will be charged. If the smell cannot be removed and future guests are unable to occupy the property you will be charged the \$500 fee plus the nightly rate for the period until the odour is removed and the property can be occupied again.

FIREWORKS & OUTDOOR FIRES

No fires or fireworks are permitted at any time on any property.

BEDDING CONFIGURATIONS

Please confirm at the time of your booking your bedding configuration requirements. Beds are normally set up in each bedroom as Queen beds. A charge of \$40 per bed will be made to your nominated credit card should you require any of these to become Queen splits. Any request to change the configuration upon arrival will result in a callout fee of \$100

PROPERTY ACCESS

A MOY agent is permitted to enter and view the condition of the property at all reasonable times if they deem necessary. If the property needs to be accessed for maintenance side Accommodation will make contact with guests to gain permission. If MOY is unable to reach the guests we reserve the right to access the property without prior permission for emergency maintenance issue.

PROPERTY MAINTENANCE

Although every effort is made to maintain properties in good order, wear & tear on rental property is unavoidable. Please notify MOY as soon as possible if a problem relating to the property exists. Every effort will be made to rectify any problem that exists in a timely manner. Repairs will be made as soon as possible after notification. The Guest is responsible for the safe-keeping of the owner's property and content during the period booked. MOY is not responsible for any stolen or lost items. Be safe and lock doors and windows when you are away and at night as you would at home. Any breakage or damage to content or structure of the building must be reported promptly to MOY and the owner will be entitled to recover from the guest the cost of any repair or replacement needed due to guests act or default. Whenever the Accommodation is left unattended, the guest will fasten all locks to all doors and windows and activate any burglar alarm, to prevent unauthorised access to the Accommodation.

ON DEPARTURE

At the conclusion of the rental, the guest is required to leave the house in a neat and tidy state including leaving beds tidy, returning furniture to its original location, cleaning and putting away all dishes, cleaning the BBQ (if it has been used) and removing any noticeable fingerprints from windows. If the house is not left in a neat and tidy state, MOY reserves the right to charge the guest for any additional cleaning that is needed at the rate of \$40 per hour. Strictly only ECO cleaning products can be used to protect the worm farm that eats the solid waste from the toilets. If incorrect cleaning products are used the costs to reinstate the worm farm shall be applied to the credit card provided.

SURCHARGES

Where appropriate we reserve the right to charge any surcharges against the credit card on file.

Should the home be left in a state requiring greater than the standard cleaning service the additional cleaning will be charged at \$40.00 per hour.

All damages or missing articles will be charged at full replacement or repair cost plus 20%.

Should more than the booked number of individuals stay in the premises MOY reserves the right to charge the additional nightly rate for extra guests plus 20%.

Special bedding configurations must be requested prior to your arrival. A fee of \$100 will be charged for any changes requested after your arrival.

CONTACT

For any urgent matters we can always be reached on 027-2942186.

CHANGES AND CANCELLATIONS BY MOY

There are occasionally unforeseen occasions when the property becomes unavailable. Should this occur MOY will refund all charges. No further compensation will be made or liable for. In the event of a property sale, MOY reserves the right to cancel future bookings.

MARKETING

All reservations will be opted into our marketing emails. You can opt out of receiving marketing emails from us at any time by clicking the "unsubscribe" link at the bottom of our marketing messages.

Also, all opt-out requests can be made by emailing us using the contact details provided.

INSURANCE AND NO LIABILITY

You will not do anything that could adversely affect MOY's insurance over the Accommodation.

The personal effects of the Renter will not be insured by MOY. The Renter acknowledges that all personal items and vehicles (including vehicle contents) of the Renter remain the Renter's responsibility and MOY accepts no responsibility for loss or damage.

In the event that the Renter uses extra facilities at the Accommodation such use is entirely at the Renter's own risk at all times and MOY accepts no responsibility for any injury or loss to the Renter.

MOY does not accept liability for acts or omissions of third parties that may prevent or disrupt a guest's booking. Information and descriptions are supplied in good faith. Certain features or facilities may not be available from time to time due to circumstances beyond our control for which MOY accepts no responsibility.

No liability can be accepted by MOY for any injury, loss, or damage to the guest or guest's property or any visitor to the rental property, arising out of or in connection to use of the rental property.

PRINCIPLE

The guest agrees, that should all of these conditions not be adhered to, the owners or their agents will have the right to immediately terminate this contract and the guest and all other persons will vacate the property immediately if requested to do so by MOY or a representative/ In this event, the guest agrees that no refund will be due or paid for any unused accommodation nights.

AGREEMENT

The guest agrees by loading your credit card details, accommodation charges or a security bond (as applicable) to secure your reservation to be bound by these terms and conditions. They also authorise booking agents to

release to MOY credit card details and authorise MOY to charge the credit card for additional cleaning, damage, loss and other charges as detailed in these terms and conditions.

FORCE MAJEURE

MOY does not accept any liability where a Guest(s) booking is affected by 'force majeure'. In the context of these terms and conditions, 'force majeure' is any event that we could not, even with due care, foresee or avoid. These events include but are not limited to Covid 19 or any other epidemic, war, threat of war, riot, civil commotion or strife, hostilities, industrial dispute, natural disaster, fire, acts of God, terrorist activity, nuclear disaster, adverse weather, government action, technical problems with transportation or other events outside our control.