

Terms and Conditions of Stay

Please read these Terms and Conditions carefully. By completing the booking and check-in process, you (the "Guest") agree to be bound by these Terms and Conditions, which form a legally binding agreement between you and

BedBooka Limited ("We," "Us," or "Our").

1. Booking and Payment

Booking Confirmation: Your booking is confirmed upon receipt of full payment or an agreed deposit, and our confirmation email. We reserve the right to cancel any booking if payment is not received within the stipulated timeframe.

Payment Methods: We accept Mastercard and Visa Credit Cards via the Resly Payment gateway

Pricing: All prices are quoted in New Zealand and are subject to Goods and Service Taxes "GST" at the appropriate rate of the day.

Security Deposit: A security deposit will be pre-authorised on your credit card prior to your arrival. This deposit is held against any damages, excessive cleaning, loss of keys or lock replacement or breaches of these Terms and Conditions. The security deposit will be released/refunded within seven business days after your departure, provided there are no deductions required.

Cancellation Policy: We will enforce the cancellation policy, which is stipulated at the time of booking, with no exceptions.

We strongly recommend guests purchase travel insurance to cover unforeseen circumstances leading to cancellation or we offer refund protect for an additional nominal surcharge.

Amendments to Bookings: Any requests for amendments to confirmed bookings are subject to availability and may incur an administration fee. We reserve the right to refuse any amendment request.

2. Check-in and Check-out

Online Check-in: Guests may be required to complete our online check-in process prior to arrival. This may include providing names of all guests and valid photo ID, contact details and estimated time of arrival.

Check-in Time: Our Check-in time is 3:00pm on the day of arrival.

Check-out Time: Our Check-out time is 10:00am on the day of departure.

Late Check-out/Early Check-in: Requests for late check-out or early check-in are subject to availability and may incur an additional charge. These must be pre-arranged with us. Unauthorized late check-out may result in a fee equivalent to one night's stay, and/or if our cleaners are denied access, Charges incur for waiting times of \$80.00 per hour or part thereof.

Property Access: Detailed instructions for accessing the property (e.g., key safe code, smart lock instructions) will be provided upon completion of online check-in, full payment, approved pre-Authorisation of the Damage deposit and will be sent on the day of arrival.

3. Guest Responsibilities and House Rules

Occupancy Limits: The property is provided for the number of guests stated in your booking confirmation. Exceeding this number without prior written consent is a breach of these Terms and Conditions and may result in immediate eviction and forfeiture of all monies paid.

Responsible Use: Guests are expected to use the property and its contents responsibly and respectfully. This includes, but is not limited to:

- Keeping the property clean and tidy.
- Disposing of rubbish in designated bins.
- Conserving energy (e.g., turning off lights and air conditioning when not in use or when leaving the property).
- Not re-arranging furniture.
- Reporting any maintenance issues or damage immediately.
- Noise and Disturbances: Guests must ensure that noise levels are kept to a minimum, especially between 10:00 PM and 8:00 AM.
- Disruptive behaviour that disturbs neighbours will not be tolerated and may lead to immediate eviction.

No Smoking: Smoking is strictly prohibited inside the property. A cleaning fee of a minimum \$700.00 will be charged if evidence of smoking indoors is found. This amount may need to increase depending on the property and how excessive the cleaning requirement is to eradicate smoke residue.

No Pets: Pets are strictly prohibited on the property unless prior written consent has been granted. An unauthorized pet will result in immediate eviction and forfeiture of all monies paid.

Parties and Events: Parties, events, or large gatherings are strictly prohibited on the property without prior written consent from us. Breach of this rule will result in immediate eviction and forfeiture of all monies paid.

Illegal Activities: Any illegal activities, including but not limited to drug use, are strictly prohibited on the property. We reserve the right to inform relevant authorities and evict guests immediately.

Damage to Property: Guests are responsible for any damage caused to the property or its contents during their stay, whether accidental or intentional. The cost of repairing or replacing damaged items will be deducted from the security deposit, or charged directly to the guest if the damage exceeds the deposit amount.

Lost Keys/Access Devices: A fee of up to \$750 will be charged for any lost keys, fobs, or access devices. Charges will be based on the actual amount required to ensure the property is secured.

Compliance with Laws: Guests must comply with all applicable laws and regulations during their stay.

Right of Entry: We or our authorised representatives reserve the right to enter our property at any reasonable time for purposes of inspection, maintenance, or in cases of emergency, with prior notice where practicable.

4. Damage and Liability

Reporting Damage: Any existing damage to the property upon arrival must be reported to us immediately. Failure to do so may result in you being held responsible for such damage.

Liability for Damage: The Guest assumes full responsibility for any damage to the property or its contents caused by the Guest or any member of their party during their stay, beyond normal wear and tear.

Indemnity: The Guest agrees to indemnify and hold harmless BedBooka Limited, the property owner, and their agents from any and all claims, demands, losses, costs, expenses, and liabilities arising out of or in connection with the Guest's use of the property, including but not limited to personal injury, property damage, or breach of these Terms and Conditions.

Our Liability: We will use reasonable care and skill in providing the accommodation. However, we are not liable for:

Loss or damage to personal property of the Guest.

Any injury, illness, or death to the Guest or any member of their party.

Any loss or inconvenience suffered by the Guest due to events beyond our reasonable control (e.g., natural disasters, power outages, utility failures, acts of terrorism).

While we strive for accuracy, we do not guarantee the absolute accuracy of property descriptions or facilities, which may be subject to minor changes or unforeseen circumstances.

5. Consequences of Breach

Immediate Eviction: In the event of a material breach of these Terms and Conditions, including but not limited to exceeding occupancy limits, engaging in illegal activities, holding unauthorized parties, or causing significant disturbance, we reserve the right to immediately evict the Guest and their party from the property without refund of any monies paid.

Forfeiture of Security Deposit: Any breach of these Terms and Conditions may result in the forfeiture of the entire security deposit, irrespective of the actual damage incurred, as a reasonable pre-estimate of our loss and inconvenience.

Additional Charges: The Guest will be liable for any additional costs incurred by us as a result of a breach, including but not limited to additional cleaning fees, repair costs, legal fees, or costs associated with resolving neighbour complaints.

6. Privacy Act Considerations (New Zealand Privacy Act 2020)

Collection of Personal Information: We collect personal information from you during the booking and online check-in process. This may include, but is not limited to:

- Full name
- Contact details (email address, phone number)
- Residential address
- Payment information (credit card details)
- Photo identification (for verification purposes)
- Details of other guests in your party

CCTV footage (if applicable at the property for security purposes, clearly stated on the property listing and at the property itself)

Purpose of Collection: Your personal information is collected for the following purposes:

- To process your booking and payment.
- To facilitate your online check-in and provide access to the property.
- To communicate with you regarding your stay.
- To verify your identity and ensure compliance with house rules.

- To manage any security deposit deductions or claims for damage.
- To comply with legal obligations (e.g., tax requirements).
- For security and safety purposes (e.g., monitoring access to the property if CCTV is present).
- For internal record-keeping and business analysis.

Storage and Security of Information: We take reasonable steps to protect the personal information we hold from loss, unauthorized access, use, modification, disclosure, or other misuse. This includes using secure online platforms and restricting access to your information.

Disclosure of Information: We will not share your personal information with third parties unless:

- It is necessary to facilitate your booking and stay (e.g., sharing your name with a cleaning service for scheduling).
- Required by law (e.g., responding to a legitimate request from law enforcement).
- You have given your express consent.
- It is necessary to enforce our Terms and Conditions (e.g., providing information to a debt collection agency for unpaid damages).

Accessing and Correcting Your Information: You have the right to request access to the personal information we hold about you and to request correction of any inaccuracies. Please contact on Email: sales@BedBooka.com

Retention of Information: We will retain your personal information for as long as necessary to fulfill the purposes for which it was collected, or as required by law.

Marketing Communications: We may, from time to time, send you marketing communications about our services or promotions. You can opt-out of receiving these communications at any time by following the unsubscribe instructions provided in the email or by contacting us directly.

7. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand.

Any dispute arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of New Zealand.

8. Severability

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability shall not affect the remaining provisions, which shall continue in full force and effect.

9. Entire Agreement

These Terms and Conditions constitute the entire agreement between the Guest and BedBooka Limited with respect to the subject matter hereof and supersede all prior or contemporaneous communications and proposals, whether oral or written.

10. Amendments

We reserve the right to amend these Terms and Conditions at any time. The updated Terms and Conditions will be posted on our website and will apply to all bookings made after the date of the amendment.

By proceeding with your booking and/or your online check-in, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.