

## CONDITIONS OF OCCUPANCY OF HOLIDAY ACCOMMODATION

The following conditions apply to the allocation and occupancy of holiday accommodation provided by the Trust.

### DEFINITIONS

For the purpose of this document the following definitions will apply:

- (a) Member - includes all persons who are registered by the Trust to have access to the holiday accommodation network, and their spouse or partner.
  - (b) Maximum Occupancy - the maximum number of occupants for each unit is specified on the housing information sent out with booking paperwork.
  - (c) The Board – the board that governs the NZ Railways Staff Welfare Trust.
1. Applications for accommodation must be lodged by the member or their spouse/partner, and the member or their spouse/partner must be in attendance at the accommodation for the duration of the booking. The booking must not be sub-let to non-members and any member found to be sub-letting Trust accommodation will be banned from being a member of the Trust.
  2. The member shall not exceed the maximum occupancy of the unit.
  3. If a member occupies a unit in excess of the booked period and does not vacate the unit, the ingoing occupant will be found alternative accommodation at the expense of the overstaying occupant.
  4. All rental fees due in respect of any booking must be paid to the Trust at least 2 months in advance of the first date of the stay. The Trust reserves the right to cancel any booking that has not been paid after the payment due date. For bookings made within 2 months of the first date of the stay, payment is due at the time of booking.
  5. In Queenstown, Orewa and Mt Maunganui (where a caretaker lives onsite), the member must notify the caretaker (by phone) at least 24 hours in advance of their intended time and date of arrival. The Trust will not accept responsibility for any additional costs incurred, if upon arrival the intending occupant is unable to gain access to a unit through the absence of the caretaker, in cases where the occupant has failed to give reasonable notice of expected arrival.
  6. Booking confirmations with the member's name on it and a matching form of ID is to be produced to the keyholder when collecting keys for any unit. Keys to units will not be made available unless the keyholder is satisfied that the person requesting the keys is the person actually allocated occupancy of the unit.
  7. Members must supply their own bed linen, towels, sheets, pillowcases and tea towels, and all consumables such as toilet paper, soap, detergent and any required cleaning products and cloths.
  8. Members are required to pay a cleaning fee per location when they book. This means a cleaner will clean the unit after members depart. However the Trust still expects that members will leave the unit in a reasonable condition, which includes doing their own dishes, taking out their rubbish and removing any food from the premises. If cleaners have to spend more time than is reasonable for a departure clean, the additional cost will be charged back to the member.
  9. Members are responsible for looking after the unit, including all furniture, fittings and equipment. Any damage or loss of property or equipment incurred during the duration of member/spouse's occupation is to be immediately reported to the caretaker or the Trust's Wellington office. The Trust reserves the right to call on the member to reimburse the Trust with any costs incurred in restoring the property which was lost or damaged. Members are also required to respect the residents of neighbouring units and properties. This includes keeping noise to a minimum after 10pm and not using the units for parties.
  10. Animals and/or household pets of any description are NOT permitted on or within the premises.
  11. If members wish to cancel a booking, the Trust's office must be notified by phone or email or via the website. Where less than two months' notice of a cancellation is given, a refund of the rental paid will be declined.
  12. Members must not book a holiday house in the location where they usually reside. If they do so, the Trust reserves the right to cancel the booking.
  13. COVID-19: The Board reserves the right to take the appropriate action to keep its members safe from the spread of Covid-19 with regard to the holiday house network. This may include (but is not limited to) closing houses where necessary, and requiring members to contact trace.
  14. If any of the above conditions are not complied with in full, and adequate and satisfactory explanations are not provided, the Trust may -
    - (a) refuse admission to, or require the immediate vacation of, the holiday accommodation in question; and/or
    - (b) determine the future eligibility of the member concerned to apply for and have access to any holiday accommodation operated by the Trust; and/or
    - (c) decide upon the liability of the member in respect of any additional costs incurred through the members' errors and omissions.
  15. The Board reserves the right to amend these terms and conditions without notice at any stage.