

# TEMPLATE AGREEMENT BETWEEN A PROVIDER AND RECIPIENT OF HOLIDAY ACCOMMODATION

*This is a template agreement that TimeOut Charitable Trust (**TimeOut, we, us**) has provided for use by providers and recipients of holiday accommodation who are matched through our website.*

*We do not guarantee it will be suitable in all circumstances and you may wish to customise it (so long as it is compliant with any terms agreed between you and us). We are not responsible for your use of this agreement. Any use will be at your sole risk. We recommend you consider seeking legal advice before using this agreement.*

## **1. Application**

- 1.1 This agreement applies where the owner of a holiday home (**Owner**) agrees that the Owner will provide their holiday home (**Property**) for use by a terminally ill person and their family and friends (**Recipient**) (the Owner and Recipient each a **party** and together the **parties**).
- 1.2 The parties acknowledge that TimeOut Charitable Trust (**TimeOut**) facilitates the arrangement between the Owner and the Recipient but is not the agent or representative of either party. TimeOut will not be a party to any dispute that may arise between the Owner and the Recipient and the parties agree not to take any action against TimeOut.

## **2. Bookings and cancellation**

- 2.1 TimeOut will notify the parties once the Owner and the Recipient have confirmed they wish to proceed with the booking for the Recipient to stay at the Property (**Confirmation**).
- 2.2 A party may only cancel a booking after Confirmation in the following circumstances:
  - a. by mutual agreement between the Owner and the Recipient; or
  - b. if the Recipient's condition deteriorates between Confirmation and the commencement of the Recipient's stay at the Property so that it is no longer possible for the Recipient to go ahead with their stay; or
  - c. if the Property has suffered damage so that it is no longer able to be occupied by the Recipient, for example where damage is caused by fire or natural disaster.
- 2.3 Where a booking is cancelled in accordance with clause 2.2 above, the Recipient must not communicate with the Owner to reschedule the booking. All communications regarding rescheduling of bookings must be between the Recipient and TimeOut.

## **3. No payment**

- 3.1 The parties agree that the Owner will not receive any payment from TimeOut or the Recipient while the Recipient is staying at the Property. The Owner will not receive any rental payment or be reimbursed for any charges incurred while the Recipient is staying at the Property, such as electricity or cleaning charges.

#### **4. Use and Care of the Property**

- 4.1 The Recipient acknowledges that the purpose of their stay at the Property is to provide them with an opportunity to spend relaxing, quality time with family and friends and to build timeless memories. The Recipient agrees to respect this purpose by ensuring that:
- a. there is no loud music or parties during their stay at the Property;
  - b. stereo and other audio systems are turned off by 10pm; and
  - c. all guests retire inside by 10pm.
- 4.2 The parties will agree on the arrival and departure times of the Recipient and make arrangements in relation to the keys for the Property.
- 4.3 The Recipient agrees to exercise caution in relation to the timing of their use of the Property. The Recipient must not use the Property if their condition deteriorates and it would be risky for the Recipient not to have medical care readily available.
- 4.4 The Recipient is responsible for checking whether the Property is appropriate for their needs, for example in relation to accessibility and proximity to medical care.
- 4.5 The Recipient must not allow any more people to occupy the Property than the number of family members or friends notified to TimeOut.
- 4.6 The Recipient will comply with any requirements or restrictions notified by the Owner, including by safely dealing with and disposing of any medication or medical equipment used at the Property.
- 4.7 Where the Owner provides equipment and other facilities at the Property for the Recipient's use (including but not limited to kayaks, paddleboards, bikes and spa pools), the Recipient uses such facilities and equipment at their own risk.
- 4.8 The Recipient must keep the Property reasonably clean and tidy and must not damage or permit damage to the Property or its contents. The Recipient must notify the Owner as soon as any damage is caused.
- 4.9 The Recipient must not disturb the neighbours of the Property, nor use the Property for any unlawful purpose.
- 4.10 The Recipient must ensure that no one smokes at the Property during their stay.
- 4.11 At the end of their stay, the Recipient must leave the Property clean and tidy and in the same condition as it was on arrival.

#### **5. Inspection**

- 5.1 The Owner, or a representative of the Owner, may at all reasonable times and after having given reasonable prior notice to the Recipient (except in the case of emergencies) enter the Property to ensure compliance with the terms of this agreement.

#### **6. Liability and indemnity**

- 6.1 The Recipient is liable to the Owner for, and indemnifies the Owner from and against, all damages, losses, expenses, claims and liabilities which the Owner incurs or is subject to arising from any breakages, damage and destruction to, or loss of, the Property or its contents, or from any unlawful use of the Property, during the

Recipient's stay. The Recipient will immediately, upon demand, reimburse the Owner for all such damages, losses, expenses, claims and liabilities.

- 6.2 The Owner will not be liable for any loss or damage to the personal property of the Recipient during their stay at the Property, nor any loss, damage or injury suffered by the Recipient as a result of the use of the Property and its contents.
- 6.3 The Recipient must not commit any act or omission or permit any act or omission that would invalidate any insurance policy held by the Owner in respect of the Property and its contents. The Recipient indemnifies the Owner from and against all damages, losses, expenses and liabilities which the Owner incurs or is subject to as a result of the Recipient's breach of its obligations under this clause.

## 7. **Force majeure**

- 7.1 Neither party will be liable to the other or be deemed to be in breach of this agreement as a result of a situation entirely outside the control of that party.

## 8. **General provisions**

- 8.1 **Entire agreement:** This agreement is the entire agreement between the parties and replace any previous verbal or written agreement.
- 8.2 **Authority:** Each of the parties has the full power and authority to enter into this agreement.
- 8.3 **Privity:** The parties acknowledge and agree that, for the purposes of section 12 of the Contract and Commercial Law Act 2017, the provisions of this agreement confer a benefit on, and are intended to be enforceable by TimeOut.
- 8.4 **New Zealand law:** The law of New Zealand applies to this agreement. The New Zealand courts have non-exclusive jurisdiction in respect of this agreement.

**EXECUTION**

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**SIGNED** by the Owner

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name

**SIGNED** by the Recipient

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name