



TERMS AND CONDITIONS SERENDIPITY HOMES LIMITED

These terms are effective as of 14 September 2021 and supersede all previous versions of these terms. Serendipity Homes Limited trading as NZ4U2U can vary or replace these terms from time to time by publishing a new version on the website and providing you with a new copy. You will be asked to confirm your acceptance of the terms each time you enter into a rental agreement. Unless you otherwise agree, no variation to the terms will change the operation of Part B in relation to a rental agreement already entered into at the time of the variation.

Reference to NZ4U2U in these terms and conditions will be taken to mean Serendipity Homes Limited.
Reference to the term caravan will mean the same as if Tiny Home or Tiny House was used.

These terms consist of:
Part A – Definitions;
Part B – Rental Agreement;
Part C – User Agreement;
Part D – General

PART A – DEFINITIONS

1) DEFINITIONS

These definitions apply to Parts B, C and D of the terms.

Accident means a mishap or series of mishaps involving your caravan that is unintentional and unexpected by you and arises from a single event.

Actual Rental Period means the period beginning at the time the Hirer takes delivery of the caravan and ending when the caravan is returned to NZ4U2U.

Agreed Rental Period means the period of rental agreed by both parties.

Accession has the meaning given in the PPSA.

Cancellation Fee means fees owed to NZ4U2U for termination of the Rental Agreement

Caravan means the caravan described on the website and can include a car, cabin, portable building, tiny home or tiny house and includes its parts, keys, remote opening devices, NZ4U2U's manual, service records, and any components or accessories supplied with the caravan whether or not they are attached to the caravan.

Cleaning Fee \$200 charged to clean the caravan upon its return.

Condition Report means NZ4U2U's Checklist Report or similar which records the condition prior to its departure for rental.

Consumer Requirements means any applicable laws, regulations, or regulatory guidance, including the conditions of any licence under such laws, which apply to the provision of rental caravan services to a consumer and includes the Land Transport Rule: Operator Licensing 2007 and including any specific requirements set out in an Application.

Damage means:

- (a) scratches;
- (b) dents;
- (c) damage to, or loss of or to the functioning of, any caravans components or accessories supplied with the caravan; and
- (d) deterioration in the caravans' condition or value (otherwise than through normal wear and tear and depreciation).

Debt Collection Fees are all fees charged by 3rd person agency in the collection of outstanding monies owed to NZ4U2U in accordance with the terms and conditions of hire.

Excess Cleaning Fee. This is the fee that will be charged for caravans returned in an excessively clean and untidy state and will be charged at NZD \$65 per hour.

Group Policy means any group insurance policy, purchased to provide insurance protection for NZ4U2Us and Hirers.

Hirer means the user of the caravan under the hire contract.

Holding Fee means the deposit paid by the hirer in advance (usually 1 weeks rent) to secure the future hire of the caravan.

Instruction sheet means the instructions provided for the use of the caravan.

Late Rental Charge means the charges when the caravan is not returned on the agreed day.

PPSA means Personal Property Securities Act 1999.

PPS Register means the Personal Property Securities Register established under the PPSA.

Privacy Policy means NZ4U2U's [Privacy Policy](#) as amended from time to time and as available on the website.

Proceeds has the meaning given in the PPSA (which generally means personal property that is derived directly or indirectly from dealing with, or insurance of, the caravan).

Processing Fee means a fee that is charged to cover the cost of processing and on charging costs incurred by the NZ4U2U.

Relevant Country means the country in which the caravan is located.

Rental Agreement means the agreement formed as a result of the application upon which NZ4U2U rents the caravan to the Hirer. These terms and conditions form part of the rental agreement.

Rental Charges means the amounts specified as weekly rental fee for the caravan in the application and supplementary charges for associated items.

Rent in advance. Is the agreed no of weeks the hirer must pay in advance of the current date.

Return Date means the last day of the Agreed Rental Period.

Return Location means the location (if any) specified in the Application, and if no location is specified, the yard where the caravan is stored by NZ4U2U.

Security Deposit means the amount set out in the Application as the bond.

Security Interest has the meaning given in the PPSA (which generally means an interest in personal property provided for by a transaction that secures payment or performance of an obligation, but which can also include certain leases of goods).

Short Term Hiring means a bailment, hiring or lease of goods which does not give rise to a Security Interest for example, because the Agreed Rental Period for the caravan is less than one year.

Site means the website or mobile application operated by NZ4U2U brand/trademark.

Soiling Fee means a charge to empty toilet or waste collection tanks \$300

Supplement charges means items in addition to the caravan weekly hire rate selected as optional extras by the Hirer in their application.

Terms means these terms comprising

- Part A - Definitions,
- Part B - Rental Agreement
- Part C - User Agreement
- Part D - General

Users means person that accesses or uses the site.

PART B - RENTAL AGREEMENT BETWEEN THE NZ4U2U AND THE HIRER

This Part B contains the terms of the rental of the caravan to the Hirer. By agreeing to an application in relation to a caravan, NZ4U2U and the Hirer each agree to comply with the terms in this Part B in relation to the letting of the caravan by NZ4U2U to the Hirer.

2) RENTAL

NZ4U2U may advertise caravans for hire on its website and take bookings by phone or email.

- i) Subject to payment of the holding deposit, security deposit and the rental charges, NZ4U2U agrees to supply the caravan to the Hirer on short term hire, and the Hirer agrees to take the caravan on short term hire from NZ4U2U, for the agreed rental period.
- ii) The Hirer agrees to pay the rental charges in the amounts specified in the application and all other amounts the Hirer is liable to pay to NZ4U2U under these terms. For the purposes of making such payments, the Hirer authorises NZ4U2U to charge or otherwise debit the Hirer's nominated account or charge to the security bond where a nominated account is not supplied.
- iii) **The bond and agreed rent in advance rental charges must be paid in full prior to the time the caravan is delivered.**
- iv) **Any transport costs of the caravan to and from the site must be paid prior to delivery.**
- v) The description of the caravan at the time of the booking becomes part of the rental contract.
 - (a) If there are any details that are explicitly stated in the description that contravene this rental contract, e.g. bond amount or insurance coverage provided, the caravan description takes precedence.
- vi) A rental agreement may be extended with the agreement of NZ4U2U, and the Hirer. Any additional rental charges, security deposit, and service fees, will be processed by NZ4U2U in accordance with the relevant provisions of these terms.
- vii) The Hirer acknowledges and agrees that nothing in the rental agreement conveys title in the caravan and that the Hirer takes delivery of the caravan as bailee only.
- viii) **The Hirer must return the caravan at the time and to the place agreed in the same condition/cleanliness as when it was made available to the hirer.**

3) RESPONSIBILITY

The Hirer is responsible to NZ4U2U, and must indemnify NZ4U2U, for any:

- (a) Damage to the caravan and cleaning of the caravan;
- (b) Confiscation or seizure of the caravan, during the actual rental period.
- i) The Hirer has no responsibility or liability to NZ4U2U for any of the matters to the extent that such matters have arisen from any act or omission of NZ4U2U outside the actual rental period.
- ii) NZ4U2U excludes, to the extent permitted by law, any liability to the Hirer for:
 - (a) personal injuries sustained during the actual rental period; and
 - (b) any loss or damage to personal belongings.



TERMS AND CONDITIONS SERENDIPITY HOMES LIMITED

NZ4U2U strongly recommends the Hirer takes out personal insurance to cover any injury or loss.

4) DELIVERY OF THE CARAVAN

- i) Upon commencement of the agreed rental period, NZ4U2U must make the caravan available to the Hirer.
- ii) Without limiting the Hirer's rights under this rental agreement, the Hirer may decline to take delivery of the caravan if its specifications or condition differ materially to the any specifications or description of condition provided by NZ4U2U.
- iii) Upon taking delivery of the caravan, the Hirer acknowledges that he or she is now responsible for the return of the caravan in the same condition.
 - (a) To the extent permitted by law, liability of NZ4U2U for any statutory implied warranties, conditions, consumer guarantee or rights is excluded.

5) RETURNING THE CARAVAN

- i) The Hirer must return the caravan on the return date at the return time in the same state of cleanliness as it was delivered to the hirer.
- ii) If the caravan is not returned on or before the return time, the Hirer must pay to NZ4U2U a late rental charge for each whole day by which the actual rental period exceeds the agreed rental period. The late rental charge for each such whole or part day is calculated as 150% of the rental charge imposed for each day of the agreed rental period.
- iii) The toilet and wastewater tank must be emptied prior to the return of the caravan, otherwise the Hirer must pay to NZ4U2U a soiling fee.
- iv) For any personal property left after the hire, it is the Hirer's responsibility to acquire this from NZ4U2U.
 - (a) NZ4U2U holds no liability for the property and is under no obligation to return it to the Hirers and takes no responsibility for any personal property left in a caravan after the hire is completed.
- v) Upon giving **1 months notice**, the Hirer may return the caravan early to NZ4U2U.
- vi) Late pick up or early return of the caravan does not entitle the Hirer to any partial or total refund of the rental charges unless agreed with NZ4U2U.
- vii) If for any reason, NZ4U2U agrees to allow the caravan to be returned to a place other than that specified in the application, the Hirer will comply with any other requirements for the return of the caravan including at the discretion of NZ4U2U any applicable relocation fees to return the caravan to NZ4U2U offices.
- viii) The hirer agrees to allow unrestricted access and grant and provide permission for NZ4U2U to access the caravan for the purposes of inspection or removal if NZ4U2U suspects the conditions of the rental contract may not have been complied with and or suspects that there has been a breach of these terms and conditions.
- ix) These rental agreement terms apply to any variation or extension of the rental agreement.

6) PAYMENT

- i) The Hirer agrees to complete payment for the caravan on hire as Agreed in the rental agreement.
 - (1) Any **holding fee paid is non refundable.**
 - (2) NZ4U2U may collect the caravan at the cost of the hirer if the hirer falls behind in the hire fees. The hirer agrees to provide consent and unrestricted access to NZ4U2U and it agents to allow the removal of the caravan. The costs of retrieval are to be paid by the hirer.
- ii) In the case where there are outstanding monies owed. NZ4U2U can at the completion of 30 days overdue charge interest at the rate of 5% per month on the outstanding balance.
- iii) Without limiting NZ4U2U's rights against the Hirer, the Hirer agrees to pay to NZ4U2U the security deposit or bond and agreed rental in advance set out in the application or to provide a nominated account and consent to NZ4U2U charging to the nominated account provided by the hirer any costs towards wholly or partially satisfying the Hirer's liability to NZ4U2U arising from and in the following circumstances:
 - (a) Where inspection of the caravan following its return indicated:
 - (i) it has suffered damage during the actual rental period; or
 - (ii) that liability has arisen in accordance with these terms and conditions
 - (b) the Hirer had defaulted in paying any of the rental charges;
 - (c) NZ4U2U has received notice of any fine, penalty, fine, infringement fee incurred during the actual rental period;
 - (d) the Hirer fails to return the caravan for any reason;
 - (e) cleaning charges are required;
 - (f) satisfaction of soiling fees if applicable.
- iv) Any debt collection fees incurred in the collection of outstanding monies owed to NZ4U2U will be charged to the customer and added to the outstanding amount owed to NZ4U2U.

7) USAGE

- i) The Hirer must ensure they follow the instruction sheets provided with the caravan;
- ii) Without prior agreement, the Hirer must not use or allow the caravan to be moved from the site it was located to and agreed in the rental agreement:
 - (a) The caravan must not be used outside his or her authority including illegal purposes;
 - (b) There is to be no smoking in the caravan;
 - (c) Or use the caravan if it has been damaged or unsafe;
 - (d) Or use the caravan for any stunt, or film, video or audio recording including the preparation thereof; or
 - (e) Or use the caravan for any experiment; or
- iii) If the caravan breaks down the Hirer must notify NZ4U2U immediately and stop using the caravan.

8) HIRER'S OBLIGATIONS

- i) All reasonable care is taken to ensure it is locked when not occupied.
- ii) Ensure the water pump is only operated with water in the water tank. Burnt out pumps are the responsibility of the Hirer.
- iii) Water pipes are kept lagged to ensure there is no damage as a result of frost.
- iv) Vegetation surrounding the caravans is kept trimmed to ensure there is no damage to the caravan.
- v) Caravan is plugged into an approved electrical outlet certified for use with a caravan with the appropriate electrical protection.
- vi) Follow all instruction with regard to the operation of appliances.
- vii) Ensure access is available to remove the caravan if the hirer falls in breach of these terms and conditions.

The Hirer must ensure that:

- (a) the caravan is not operated, and the Hirer does not act, in any manner which would void or exclude NZ4U2U's ability to make a claim under the Group Policy.
- (b) smoking is not permitted and/or animals (excluding registered guide or assistance dogs) are not allowed in the caravan at any time unless agreed with NZ4U2U. If this condition is breached, the Hirer must pay to NZ4U2U an appropriate cleaning fee determined by NZ4U2U.
- viii) The Hirer must obtain the permission of NZ4U2U before undertaking repairs. If the Hirer repairs the caravan without NZ4U2U's consent, the Hirer must retain and provide NZ4U2U with the original tax invoice.
 - (a) NZ4U2U will reimburse the Hirer for any agreed and approved costs of repair where an original tax invoice is provided. However, NZ4U2U reserves the right not to reimburse the Hirer (in whole or in part) if NZ4U2U reasonably considers that the costs of the repair are excessive, or the repairs have been conducted in a defective manner or were not needed.
- ix) The Hirer confirms that all information supplied by them to NZ4U2U in connection with this agreement is true and accurate and the Hirer will immediately notify NZ4U2U of any change to the information.
- x) They have obtained all consents for the use of the caravan.

The Hirer must not:

- (a) sublet or hire the caravan to any other person.
- (b) permit the caravan to be used with a generator without the consent of NZ4U2U.
- (c) must not repair or make any modifications or additions to the caravan without first seeking NZ4U2U's consent.
- (d) permit the caravan to be moved without the consent of NZ4U2U.
- (e) prevent access to the caravan by NZ4U2U.

9) ACCIDENT PROCEDURES

Responsibilities

In the event of any damage to or accident involving the caravan during the actual rental period the Hirer must:

- i) notify NZ4U2U +64 220 694828 of the full circumstances as soon as practicable (being not more than 24 hours) from the time the Hirer has knowledge of the damage or accident.
- ii) take reasonable steps to obtain the names and addresses of third parties and any witnesses;
- iii) where required by law, report the accident to police, regardless of estimated damage costs;
- iv) not accept blame or insist the other party is at fault and that no promise of payment, offer, admission of liability, settlement, waiver, release or indemnity is given or accepted without NZ4U2U's, relevant insurer's consent; ;
- v) if possible, photograph damage to the caravan; and
- vi) agree to provide all reasonable assistance to NZ4U2U and its insurers in handling any claim including providing all relevant information and attending court to give evidence.

Liability



TERMS AND CONDITIONS SERENDIPITY HOMES LIMITED

- i) The Hirer indemnifies NZ4U2U for all loss, costs, damage and liability suffered or incurred by the Hirer or any third party as a result of any collision or accident or other event arising out of the use of the caravan during the actual rental period. This amount is payable at the time of reporting 'the event' and not at completion of the agreed rental period.
 - ii) NZ4U2U shall use best endeavours to ensure that any money due back to the Hirer is forwarded as quickly as possible, however third party claims can take months or even years to resolve. NZ4U2U cannot force the destiny of these claims, and the Hirer acknowledges that handling of these claims is up to NZ4U2U and its insurer where applicable and the third party, whether they be insured or not.
 - iii) NZ4U2U agrees to refund any caravan security deposit where applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
 - iv) The Hirer indemnifies NZ4U2U for any damage to, or loss of, the caravan occurring during the actual rental period and for any liability to any third party for death, personal injury or property damage or any financial or other consequential loss.
 - v) Except as expressly set out in these terms or in the Consumer Guarantee, NZ4U2U, its employees or agents will have no liability for any loss or damage of any kind whatsoever, except where such loss or damage is due to a wilful act or omission of NZ4U2U or its employees or agents.
 - vi) To the extent permitted by law, NZ4U2U will have no liability to any party under these terms for any indirect or consequential losses, including loss of profits, business, income or savings that arise as a result of an accident or event arising out of the use of the caravan during the actual rental period.
 - vii) Where the caravan has been damaged as a result of negligent use or use outside of that permitted in the rental agreement, the Hirer indemnifies NZ4U2U for consequential losses suffered as a result, including but not limited to, the loss of profits and the costs of providing alternative accommodation and reimbursement of sundry costs incurred by a Third Party. NZ4U2U can charge to the nominated account for these amounts.
- 11) REPOSSESSION OF THE CARAVAN
- i) NZ4U2U may refuse to deliver the caravan or may take reasonable measures to repossess the caravan thereby terminating the hiring of the caravan at the Hirer's expense if:
 - (a) the Hirer breaches any terms in this rental agreement;
 - (b) in NZ4U2U's reasonable opinion:
 - (i) the Hirer has acted fraudulently in connection with this agreement;
 - (ii) the Hirer has abandoned the caravan;
 - (iii) the Hirer has allowed the caravan to be used in circumstances which may result in any insurance claim being denied.
- 12) EARLY TERMINATION
- i) The Hirer may elect to terminate the hiring of the caravan before expiry of the agreed rental period. The Hirer will not become entitled to any refund of rental charges upon any such early termination but, upon return of the caravan, risk in the caravan will pass back to NZ4U2U.
 - ii) **The hirer is required to give 4 weeks notice to terminate the hire contract. Returning the caravan inside the 4 week notice period does not entitle the hirer to a refund of these fees.**
- 13) PPSA
- i) The Hirer acknowledges that:
 - (a) that the hiring does not give rise to a security interest and agrees to take all steps necessary to ensure that the caravan does not become subject to a security interest by virtue of the Hirer's possession of the caravan.
 Without limitation, the Hirer must:
 - (b) return the caravan in its possession within 360 days of the commencement of the actual rental period; and
 - (c) otherwise ensure that no security interest arises over any of the caravan.
 - ii) The Hirer agrees to ensure that unless otherwise agreed in writing by NZ4U2U:
 - (a) The caravan does not become a fixture to any land;
 - (b) The caravan does not become an accession to other goods; and
 - (c) it takes such steps as NZ4U2U reasonably requires to prevent or remedy the affixation of the caravan to any land or goods.
- 14) HEALTH AND SAFETY
- i) NZ4U2U requires that all hirers use common sense and take precautions to ensure the safety of themselves and members of the public and, or Third Parties.
 - ii) The hirer will promptly provide such information and complete such forms as the Company may require in relation to any event or circumstance. The Hirer will take all reasonable steps and follow all reasonable Company directions to avoid, remedy or mitigate any Hirer breach or anticipated breach of this agreement or any health and safety, security or environmental risk or incident.
- 15) SPECIAL CONDITIONS
- i) This agreement includes any terms set out as special conditions in the application.



TERMS AND CONDITIONS SERENDIPITY HOMES LIMITED

PART C - USER AGREEMENT BETWEEN NZ4U2U AND THE USER

This Part C contains the terms of the services supplied by NZ4U2U to Users. By accessing the site, the users agree to comply with these terms.

17) APPLICATION

These terms apply to all services supplied by NZ4U2U to users. All other terms and conditions, express or implied, present or historic (including any statements made in any brochure, website or advertising literature of NZ4U2U) are excluded, except as required by law.

18) USER CONDUCT

- Each user agrees not to use the site in breach of any applicable laws or regulations; Without limiting the above, each user agrees that it will not allow any Third Party to:
- i) use any method or process (including data scraping, web-bots, collection or accumulation tool, robot, spider or scripted responses) for the purpose of obtaining, processing, copying, replicating, distributing, reconfiguring, republishing, viewing, assessing, analysing, modifying or repackaging the content of the site;
 - ii) use, obtain, or attempt to obtain from the site, information in order to identify or discover pricing, underwriting, rating and related business methodology or systems; or
 - iii) do anything which will or may damage, disrupt access to, or interfere with, the proper operation of the site.
 - iv) NZ4U2U reserves the right to block or suspend any user of the site, and to modify or remove any material uploaded, posted, transmitted or otherwise made available on the site by any user, without notice. By uploading, transmitting, posting or otherwise making available any material via the site, each user grants NZ4U2U a non-exclusive, worldwide, royalty-free, perpetual licence to use, reproduce, edit and exploit the material in any form and for any purpose, and unconditionally waives all moral rights as defined by the Copyright Act 1968 (Cth). NZ4U2U is not responsible for, and accepts no liability with respect to, any material uploaded, posted, transmitted or otherwise made available on the site by any person other than NZ4U2U. NZ4U2U does not endorse any opinion, advice or statement made by any person other than NZ4U2U.
 - v) Each user agrees to indemnify NZ4U2U, its related bodies corporate and each of the officers, employees, agents, contractors, suppliers and licensors of NZ4U2U and its related bodies corporate in respect of any liability, loss or damages (including all legal and other costs on a full indemnity basis) suffered or incurred by them arising (in whole or part) out of the breach of, or failure to comply with, any of these terms, or any other default or wrongful conduct in relation to the subject matter of these terms, on the part of the user or any of the user's representatives.

19) LINKING AND THIRD PARTY CONDUCT

- i) Each user agrees not to link to, frame or mirror any part of the site without NZ4U2U's prior written authorisation. The site may contain links to or display the content of Third Parties (Third Party Content), including links to websites operated by other organisations and individuals (Third Party Websites). Third Party Content and Third Party Websites are not under the control of NZ4U2U. NZ4U2U does not endorse, approve or make any warranty or claim regarding Third Party Content, Third Party Websites or the products, services or information available on any Third Party Website, or in respect of NZ4U2U or operator of a Third Party Website or their conduct. Each user agrees that if it uses or relies upon content of Third Party Websites, it does so solely at its own risk.
- ii) The site may contain advertisements for third parties' goods and/or services. The Third Party advertisers are responsible for the accuracy of all representations made in those advertisements. Neither NZ4U2U nor its officers, directors, employees or agents recommend or endorse the goods or services that may be advertised on the site, nor do they offer the goods or service for sale or make any other representation whatsoever about them. If a user purchases any product or service advertised by a third party on the site, the user does so at the user's risk.

20) PRIVACY AND ELECTRONIC DELIVERY CONSENT

- i) By using the site, each user agrees to the collection, use and disclosure of personal information as described in NZ4U2U's Privacy Policy, each user agrees to the delivery of documents and other communications by electronic means.

21) CANCELLATION

- i) **If a rental agreement is cancelled by the Hirer before the caravan is delivered to the Hirer the Booking Fee (deposit) charged by NZ4U2U to the Hirer is not refundable.**

22) LIMITATION OF LIABILITY

- i) This site is provided by NZ4U2U on an 'as is' basis without any express implied warranty of any kind.
- ii) To the extent permitted by law, all other representations, warranties, descriptions and conditions, whether express or implied by law and/or oral or written, as to the state, quality of and the standard of the services are expressly excluded.
- iii) Nothing in these terms will affect any rights users or any other person may have under the Consumer Legislation. However, where the services are not of a kind ordinarily acquired for personal, domestic or household use and consumption, then the liability of NZ4U2U to users is limited in accordance with clause 22 (iv).
- iv) Except where any Consumer Legislation expressly requires otherwise, NZ4U2U's total aggregate liability under any proceedings or law in connection with the services or these terms is limited at NZ4U2U's option to the supply of the services again, or \$500.
- v) NZ4U2U does not warrant that access to or use of the site will be uninterrupted or error free or that the site or any material on or accessible through the site is free from errors or viruses, worms, trojan horses, time bomb, cancelbot or other harmful components.
- vi) NZ4U2U does not warrant anything about the reliability, accuracy, completeness, timeliness, suitability, quality, physical state or for a particular purpose of any material on or accessible through the site;
- vii) NZ4U2U may change any of the material on the site at any time without notice;
- viii) NZ4U2U makes no commitment to update any material on the site;
- ix) Each user is responsible for assessing the accuracy, reliability, suitability of the material on or accessible through the site;
- x) Each user accepts all risks and responsibility for all loss, damage, costs and other consequences resulting from using the site or the material on or accessible through the site or arising from entry into a rental agreement on the terms set out in Part B;
- xi) Neither NZ4U2U nor any of its officers, directors, employees or agents shall be liable for any loss or damage including without limitation, losses or damages for loss of profits, business interruption, loss of information, indirect, special, punitive or consequential losses or damages arising out of the use of, or inability to use, the material or information available on or accessible through the site, even if NZ4U2U has been advised of the likelihood of such damages.

23) RELEASE AND INDEMNITY

Release

- i) By accessing the site, each user assumes all risks associated with its use, including but not limited to the risk the user's computer, software or data may be damaged by any virus transmitted by the site or by any Third Party content or Third Party website. To the extent permitted by law, all warranties, conditions and claims (whether express or implied) arising out of or in any way connected with the site are hereby excluded. By accessing the site, each user agrees to indemnify NZ4U2U for any loss, damage, costs or expenses whatsoever suffered by any person or entity arising out of or in any way connected with the user's access to the site.
- ii) To the full extent permitted by law, NZ4U2U, its related bodies, corporate and officers, employees, sub-contractors and agents of NZ4U2U and its related bodies, corporate will not be liable to any user for any special, indirect or consequential damages, including consequential financial loss arising out of access and use of the site, hire and use of a caravan or a rental agreement.

Indemnity by Users

- iii) Each user indemnifies and continues to indemnify NZ4U2U, its officers, employees, sub-contractors and agents from and against all actions, claims, proceedings or demands (including those brought by third parties) which may be brought against it or them, whether on their own or jointly, in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) in connection with access and use of the site, hire and use of a caravan or a rental agreement.
- iv) The obligation to indemnify NZ4U2U and its officers, employees, sub-contractors and agents is a continuing obligation, separate and independent of other obligations, and survives the expiration or termination of these terms.



TERMS AND CONDITIONS SERENDIPITY HOMES LIMITED

PART D - GENERAL

- 24) **INTELLECTUAL PROPERTY**
- i) NZ4U2U is a trade mark of Serendipity Holidays Limited.
 - ii) All material on the site or otherwise provided to users in connection with the services, including the text, information, documents, graphics, logos, design, layout, downloads, pricing, products and services (Content) is owned by or licensed to NZ4U2U.
 - iii) Users must not reproduce, transmit, adapt, distribute, sell, modify, publish or store any content or Trade Marks, in any manner and for any purpose without NZ4U2U's prior written approval, or as permitted by law. All rights of NZ4U2U are reserved.
 - iv) Trade marks used on the site to describe third parties and their products or services are Trade Marks of those third parties.
- 25) **REMEDIES CUMULATIVE**
- i) The rights, powers and remedies provided to a party under these terms are in addition to, and do not exclude or limit, any right, power or remedy provided by the law or equity or any agreement.
- 26) **TERMINATION AND SUSPENSION**
- i) NZ4U2U may (without prejudice to its other rights or remedies) terminate or suspend all or part of the services to any user and require immediate payment of all unpaid amounts owing to NZ4U2U in the following circumstances:
 - (a) upon a user becoming bankrupt or insolvent or a receiver, insolvency administrator or encumbrancer taking possession of any material part of the user's assets;
 - (b) where the user is in breach of these terms and fails to remedy such breach within a reasonable time (as determined in the sole discretion of NZ4U2U) of receiving notice of the breach by NZ4U2U; or
 - (c) upon NZ4U2U having reasonable grounds for suspecting that an event will occur that will cause (a) or (b) above.
- 27) **DISPUTE RESOLUTION**
- i) If a dispute arises out of or in connection with this agreement, the parties will co-operate and use reasonable endeavours to resolve the dispute expeditiously by negotiation or mediation.
 - ii) NZ4U2U may choose to resolve the dispute by referral to the Small Claims Tribunal and the decision of this tribunal shall be considered final.
 - iii) If for any reason the dispute is not resolved by reference to the Small Claims Tribunal or within 7 days of entering into negotiations or, or within such further period as the parties may agree upon in writing, the parties will refer the dispute to mediation. The mediator and the mediator's fee shall be agreed by the parties or, failing agreement within 7 days of the referral to mediation, appointed and determined by the President for the time being of the New Zealand Law Society. Unless the parties agree otherwise, the mediation will be conducted in terms of the standard mediation agreement promulgated by LEADR New Zealand Incorporated at the time the dispute is referred to mediation. All discussions during the mediation process shall be without prejudice and shall not be referred to in any later proceedings. Each party shall bear their own costs in mediation and shall meet the costs of the mediator equally between them. If the matter is not resolved by mediation within 14 days of the appointment of the mediator (or within such further period as the parties may agree in writing) then the mediation process shall be deemed to have terminated and the matter shall be referred to arbitration.
 - iv) Regardless of the other provisions of this clause, any party may at any time refer the dispute to arbitration.
 - v) Arbitration shall be conducted, in Christchurch, by one arbitrator to be agreed upon by the parties or, failing an agreement within 14 days of notice given pursuant to clause iii), or 14 days after termination of the mediation process pursuant to clause i), to be nominated by the President for the time being of the New Zealand Law Society at the request of either party.
- 28) **SEVERANCE**
- i) Any clause in these terms which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. This will not invalidate the remaining provisions of these terms nor affect the validity or enforceability of the provision in any other jurisdiction.
- 29) **FORCE MAJEURE**
- i) NZ4U2U shall not be liable for any failure to comply with its obligations under these terms related to any circumstances whatever (whether or not involving NZ4U2U's negligence) which are beyond NZ4U2U's reasonable control and which prevent or restrict NZ4U2U from complying with these terms. However, NZ4U2U may where reasonable and without liability suspend or terminate all or some of its obligations under these terms if NZ4U2U's ability to fulfil such obligations is materially impaired.
- 30) **GENERAL**
- i) Notices must be in writing to the address as notified by the parties (as applicable) and are deemed delivered on the day of delivery by hand, or (subject to the sender not receiving an error message) by email.
 - ii) No failure by NZ4U2U to enforce any provision of these terms will be construed as a release of its rights relating to that provision or to sanction any further breach.
 - iii) These terms are governed by the laws of New Zealand
- 31) **GOVERNING LAW**
- i) The rental agreement is governed by the laws of the place of registration of the caravan.
- 32) **ADDITIONAL DOCUMENTS TO BE READ IN CONJUNCTION WITH THESE TERMS AND CONDITIONS**
- i) Condition report
 - ii) Instructions for the use of your caravan

Signed

Dated



TERMS AND CONDITIONS SERENDIPITY HOMES LIMITED

Instructions for the use of the Caravan

12 volt DC system

The 12 volt system is operated and run off the house battery. The fuse board uses standard blade fuses and is located in the service cupboard. If a 12 volt appliance faults then check the fuse panel and ensure all fuses are still functioning. A blown fuse will show with a red light beside the fuse in the board.

230 AC system

The caravan also has a 230 volt power system which operates the electrical sockets, and can operate the fridge and water heater. There is a separate switch located which can be used to turn these items on or off. The caravan must be plugged in with an approved caravan cable to an approved protected electrical source. It is the responsibility of the hirer to ensure the source is appropriately earthed and protected.

The house battery is recharged from the solar panel and/or with the battery charger plugged into the 230 volt system. The battery should not fall below 10 amps. A fully charged battery operates between 12-13 volts. The battery volt level can be seen in on the read out of the solar controller also located in the service cupboard. If the battery falls below 10 amps it can be difficult to recharge and can require replacement. This will be at the cost of the hirer and is likely to be in excess of \$300.

The solar panel is a 260 watt panel and is located on the roof of the caravan. If the caravan is operating off the main electrical grid the caravan should not be located in a position where the panel will have restricted access to the light and sun. ie it should not be under a tree or have the light blocked by a building. It is the responsibility of the hirer to ensure the solar panel is not restricted in access to the sun. The panel should provide adequate charge to the battery for reasonable and sensible use. ie do not leave the lights on during the day or unnecessarily at night.

If you wish to switch off any of the appliances in your caravan first use the 230 and or 12 volt switches. Additionally you can turn off the 230 volt fuse located in the fuse board, and remove the blade fuse from the 12 volt fuse board.

Water Pump

Ensure the water source is plugged into the non pressure reducing water source because the pump will not be able to pump appropriately with the pressure reducer installed. If the caravan is plugged into a pressurised water source, the water pump will not be necessary. It can be turned off and on using the 12 volt switches. The caravan comes with 2 water source options. If the water pump is required the pump must have a continual supply of water. It cannot be allowed to operate dry or it will overheat and fail. If this occurs the costs of repair or replacement must be covered by the hirer.

Water Heater

The water heater is a gas califont. It will heat your hot water to 44oC optimal conditions. If you smell gas turn of the appliance using the 12 volt switches and disconnect the gas bottle and contact NZ4U2U immediately..

Fridge

The fridge can operate on 230 volt electrical system or off the 12 volt and gas system. It should not be run on battery. If it is run on battery it will flatten your house battery and the cost of a replacement will be need to be covered by the hirer. There is an 230 volt on off switch on the wall of the caravan and a 12 volt switch on the wall of your caravan. You can turn the fridge off from either of these sources by selecting the off positions. If you have both switches on you can select your power switch using the functions on the front of the fridge. Follow the instructions in your fridge manual to set your fridge operating correctly. Ensure that the vents to the outside of the fridge are not blocked and there is good unrestricted airflow. If you smell gas turn of the appliance using the 12 volt and 230 volt switches and switch off the gas bottle and contact NZ4U2U immediately.

Gas heater

The caravan comes with a gas heater. The controller is attached to the wall of your caravan. There is a temperature control function. Select the desired temperature on the dial. The gas heater is noisy. To turn the heater on. Rotate the temperature dial full clockwise and put the 3 position knob to the flame position. There will be a pre purge pause of approx. 20 seconds to allow any unburnt gas to leave the flue. A green LED will illuminate after successful flame ignition. If there is air in the system, it can take a few attempts to light. Find the desired temperature of rotating the temperature dial. When the set temperature is reached the blue light will go out. If the 3-position knob is in the fan position the green LED will illuminate and the fan will blow cold air continuously. To clear a lockout turn the fan only setting on the control panel on off and on again with 2.5 seconds. For further fault finding consult the fault finding table in the manual. If you smell gas turn of the appliance using the 12 volt switch and disconnect the gas bottle and contact NZ4U2U immediately.

Oven

The caravan comes with a gas oven. It has an electrical 12 volt ignitor and the gas elements can be activated by depressing the selected element and the ignitor switch at the same time. You must ensure the glass shelf about the hobs is raised if you are using the gas hobs. If you smell gas turn of the appliance using the 12 volt switch and disconnect the gas bottle and contact NZ4U2U immediately.

Composting Toilet

You caravan can come with a waterless ecological composting toilet, 2 waste buckets and 3 bags. It is a separett villa model 9010 and comes with a 12 volt fan which must run continuously. If for some reason you need to turn this off please do so by using the switch located next to your toilet.

The toilet separates wet from solid waste. The fan dry's out the solid waste in your toilet so that eventually it can used on the garden. Solid waste dried does not smell as long as it is not mixed with urine. Urine or wet waste should be captured in the urine bowl and is removed directly via the pipe in the floor. You must empty a cup of water down your toilet each time you use it to wash out the urine pipe. Ensure the urine and waste water pipes are located away from the caravan or buried in the ground in a soak pit.

The solid waste bucket in your toilet should be lined with a bag and once this bag is fill it can be left outside for a couple of months in the bucket and then used as fertiliser on the garden. You can use the alternative bucket supplied while bucket 1 is outside.

The toilet should only be used from the seated position. It is particularly important that all males sit when using the toilet even for wet waste only.

It is important to ensure flies do not get into the toilet as this causes bacteria to spread. If flies do get into the toilet change the bag in the bucket and use an insecticide with the fan disabled for a few days until all the flies are no longer present.

Try to ensure urine does not end up in the solid waste bag/container. It will cause the container to fill up quickly and cause an odour. Be economical with toilet paper to avoid the solid container filling too quickly.

You can use separett bio drainer cleaner located as a block in the urine bowl to counteract any build-up of urine deposits in the waste pipe.

More information on your toilet can be obtained by visiting <https://www.lewisgray.com/product/villa-9010/>

Bags for your toilet container can be reordered by contacting Lewis Grey Limited.

Waste Water

You will need to hook the drain system on the caravan to a 40mm screw fitting and arrange for drainage away from the caravan.

Reasonable Care

You are required to take reasonable care and please advise us if you notice any issues that require maintenance, including ensuring the pipes are protected in the event of frosts..