

BOOKING TERMS & CONDITIONS as at 1 October 2016

Booking & Cancellation Policy

- Rates – please refer to relevant rate cards applicable for all bookings.
- GST (Goods & Services Tax of 15%) is applicable to all bookings.
- All bookings must be completed via our online booking form, accepting our policies and terms & conditions.
- 50% non-refundable deposit of the total is required to confirm peak season bookings (including special calendar events period) and is payable within 7 days of invoice.
- 25% non-refundable deposit of the total is required to confirm winter & rest of the year bookings and is payable within 7 days of invoice.
- The balance is payable no less than 30 days prior to arrival and is non-refundable.
- Surcharges will apply during NZ Statutory days.
- Any booking made within 30 days from arrival, full payment is required to secure your reservation which is non-refundable and is payable within 7 days of invoice.
- Bookings will only be confirmed upon receipt of booking form and deposit payment.
- We reserve the right to cancel any booking and retain any deposit paid should any applicable amounts remain unpaid by due date.
- Where applicable, a security bond will be incurred in the total booking price and payable at the time of final balance payment.
- Either party can cancel a booking more than 120 days prior to arrival for any reason. In case any deposit paid will be refunded in full.
- Client cancellations received 60-120 days prior to arrival, any deposit paid will be refunded in full.
- Client cancellations for bookings during peak and special calendar events period:
 - Within 60 days of arrival, 100% of the total reservation will be charged.
- Client cancellations for bookings during winter and rest of the year:
 - 30-60 days before arrival will result in 25% deposit being forfeited.
 - Less than 30 days before arrival, 100% forfeit of the total booking price.
- All cancellations must be received in writing.

Payment Policy

- Credit Cards accepted are: Visa/Mastercard/Amex.
- A 2.95% credit card fee applies for Visa and Mastercard transactions and 3.5% for Amex transactions.
- EFTPOS and internet banking options are also available.
- Credit card details will also be taken upon booking confirmation for any miscellaneous charges relating to and incurred during your stay.

GENERAL TERMS & CONDITIONS

Exclusive Use

Te Hihī Estate is only available for single party reservation at any given time, guaranteeing exclusivity.

Check In/Out

Check in 3.00pm onwards

Departure 10.00am strictly

Early check in or late departure may be requested but will be subject to surrounding bookings and is not guaranteed. This request must be made by prior arrangement.

Security Bond

For applicable bookings, Te Hihī Estate reserves the right to charge a security bond which will be agreed by arrangement. This bond is payable with the final balance 60 days prior to arrival and will be retained until after the guests have vacated the property, and a departure inspection has been completed. The security bond is refunded to the guest by way of their nominated credit card less any cost or expense, damage, breakage, additional cleaning, excessive rubbish removal, or other costs applicable to or arising from the use and occupation of the property pursuant to this reservation. Te Hihī Estate reserves the right to seek additional payment where costs may exceed the security bond retained.

Condition of Property

Guests agree to keep the premises reasonably clean and tidy at all times, and agree not to remove any chattels from the property.

Smoking

No smoking inside. Smoking is permitted outside in designated areas only.

Pets

No pets allowed.

Health & Safety

Please be aware that as we are a rural property, we have natural hazards such as animals, troughs and open waterways, so parents do need to be responsible for their children. Guests are required to adhere to all Te Hihī Estate Health & Safety policies.

Call-Out Charges

In the event that guest(s) set off security alarms - or damage or misuse appliances or electronics - the guest(s) will be responsible for callout fees. The callout fee will be charged against the security deposit, or to the credit card used upon booking.

Weddings, Corporate & Special Events

- We are happy for guests to leave their cars here for the night, however they do so at their own risk.
- Te Hīhi Estate is not responsible for loss or damage of personal belongings, wedding cake, wedding party attire, phones etc.
- Non residential guests must leave the property by 10pm due to noise restrictions.

Force Majeure

No liability can be accepted by us if we are forced to change or cancel your booking due to force majeure reasons. These include, but are not limited to; war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, flood, adverse weather conditions, transportation or any other circumstances beyond our control. If this occurs before your arrival we will do our best to inform you although we are under no obligation to do so, or are we obliged to pay compensation.

Website Descriptions

The information provided contains statements representing our honest belief that the facts as shown are correct. Every reasonable effort has been made to describe as fully and as accurately as possible the property offered and every reasonable attempt will be made to supply what has been described. All bookings are made and accepted on the basis of the descriptions contained in the website, or as varied by us and we do not accept any liability if the actual property does not meet your expectations.

Limitation of Liability

We do not accept any responsibility or liability for acts of omission of third parties that may prevent or disrupt a guest's booking.

We will not accept liability under any circumstances for any instances that may affect any guest(s)'s personal well-being including personal injury, illness or death. Nor can we or third parties accept liability for circumstances that are due to your own actions, consequences could not have been prevented by us or our suppliers, even exercising all due care.

We do not accept any liability for loss, expense, damage, claim or injury either directly or indirectly, consequential or otherwise whatsoever, however caused or incurred, whether arising in contract or otherwise in law or equity as a result of rendering of the services or accommodation as described or substituted or due to any cancellation by us.

You acknowledge and agree:

That the contractual arrangements are between the guest(s) and Te Hihī Estate.

We cannot be held liable for loss of services such as electricity or water supplies, or any actions taken in the vicinity of your accommodation by any person(s) or authority over which we have no control. Such situations may be dictated by local circumstances, breakdown of machinery and/or the necessity for maintenance, unsuitable weather conditions, fuel shortages, power cuts and other circumstances beyond our control. If we are advised of this we will endeavor to inform you in advance, but cannot be held liable in such circumstances.

In the unlikely event that you have any reason to complain or experience any problems with your stay, you must immediately inform us. Until we are aware of an issue or complaint, we cannot begin to resolve it.

Law and Jurisdiction

1. Any disputes will be governed by New Zealand Law and the parties submit to the jurisdiction of the New Zealand Courts at all times.
2. The submission by the parties to such jurisdiction shall not limit the right of the owner or ourselves to commence any proceedings arising out of this Agreement in any other jurisdiction we may consider appropriate.
3. Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with the notice provisions of this Agreement subject always to any mandatory provisions of New Zealand Law.
4. In the event that the guest(s) is a resident outside of New Zealand, the address for service shall be their place of residence or business last known and any time limits in any proceedings shall not be extended by virtue only of the foreign residence.
5. Any notice required or authorized to be served in relation to this Agreement may be signed by the person giving notice or that person's agent and may be served:
 - a. By posting it by registered letter addressed to the addressee at the addressee's place of residence or business last known to the sender; or
 - b. In the case of a company, by leaving it at its place of service or by posting it by registered letter addressed to the addressee at its place of service or addressed to it at its place of business last known to the sender or by delivering it to any person who is named on the public register as a director of the company.

6. In the case of a Company, individual or other entity:

a. By transmission by fax to the fax number of the addressee last known to the sender provided that such notice shall be deemed to have been served on the next working day following the date of transmission.

b. By email to the email address of the addressee last known to the sender provided that such notice must be sent with a "Request a Read Receipt" and shall be deemed to have been served when an acknowledgement of receipt has been emailed back to the sender.

7. Where a demand or notice is not served in accordance with any of the foregoing methods, it shall still nevertheless be sufficiently served if actually received by the addressee.

8. A demand or notice posted by registered letter pursuant to these provisions shall be deemed to have been served on the third working day after posting.

9. The modes of service provided by this clause:

a. Do not limit any other sufficient and lawful modes of service.

b. Are subject to any mandatory provisions in any statute.