



Booking Terms and Conditions 2020

Acceptance of Terms and Conditions

The person making this booking ("The Guest" or "You") must be 21 years of age or older. You warrant that you are authorized to agree to these terms and conditions on behalf of all other guests and take full responsibility to ensure all guests understand and agree to Te Hihi Estate's ("We") terms and conditions.

By proceeding with this booking, you are deemed to have accepted the terms and conditions as outlined below.

Payment

A 25% deposit of full tariff is required to secure your booking per the Cancellation policy below. This payment is due within one week from the invoice date.

The balance of full tariff is payable no less than 30 days prior to arrival and is non-refundable.

Any booking made within 30 days of arrival will require a full payment to confirm your reservation and will be non-refundable. This payment is due within one week from the invoice date.

Our preferred method of payment is by direct deposit. We also accept NZ Credit Cards (Visa, Mastercard). Note that a 3% transaction fee applies to Visa and Mastercard transactions. Please confirm with your bank that the amount paid includes bank transfer fees for sending and receiving payment. If these are not covered by your payment, we will charge the difference to your credit card.

Direct deposits can be made to: Te Hihi Club Limited, ANZ Bank, 01-0129-0463372-00.

Credit card details will be taken upon arrival and held as security for any costs



incurred in relation to your obligations under these Terms and Conditions and/or any sundry costs accrued during your stay.

Te Hihi Estate reserves the right to cancel a booking and retain any deposit paid should any outstanding amount remain unpaid by the due date.

Cancellation Policy* SEE OTHER DOCUMENT.

Deposit is refundable, less a \$500.00 administration fee if the cancellation is made more than 45 days (60 days for bookings during peak season) prior to arrival.

Deposit will be deducted if cancellation is received less than 45 days (60 days for bookings during peak season) prior to arrival.

A full tariff will be incurred if cancellation is received less than 30 days prior to arrival.

During peak season, 1 December – 28 February, the full tariff will be incurred unless any booking dates are resold.

Any change of the booking dates

Te Hihi Estate reserves the right to cancel any booking in the event of unforeseen circumstances or an event of Force Majeure, and shall not be liable for any loss or damage arising from such event. In this instance, any deposit or other moneys received will be refunded to the guest.

Security Bond

Te Hihi Estate reserves the right to charge a security bond which will be agreed by arrangement.

This bond will be payable upon arrival and held on a nominated credit card. This security bond will not be released until an inspection has been completed after departure.

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 Hihi Estate reserves the right to seek additional payment where costs may exceed the security bond retained.

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

Te Hihi Estate is not liable for any failure by a third party to provide the products or services to you, nor for any act, error, omission, default or negligence of the third party.

Te Hihi Estate is not liable for any circumstances or 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.

Te Hihi Estate is not liable 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.

To the extent permitted by the law, you agree to release, indemnify and hold harmless, Te Hihi Estate and its current and former officers, employees, contractors, sub-contractors/consultants (including their respective employees and contractors) and agents against, from and in respect of all expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including but not limited to consequential and economic losses, property loss/damage and damages for injury, including personal injury and death) arising out of, caused by, attributable to or resulting from your booking or your stay at the relevant Participating Property except to the extent such expense, cost, liability, claim, action, proceeding, damage, judgment or loss arose out of, was caused by, attributable to or resulted from Te Hihi Estate's negligence, wrongful act/omission or breach of these terms and conditions.

To the extent permitted by law the aggregate of Te Hihi Estate's liability to you is limited to an amount not exceeding the amount paid by you for your booking.

To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Te Hihi Estate are excluded under these Terms and Conditions.

You acknowledge and agree:

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

WEDDINGS/SPECIAL EVENTS POLICIES

1. ACCESS TIMES/PACK IN & OUT

- Groups may access the property between 10am – 12am on the reserved date.
- Pack in and out charges will apply if time is required outside these hours for set up or pack down.
- Items may be dropped off or collected outside access hours upon prior agreement with the Property Manager.
- Any guest not staying overnight is required to depart the property by midnight.

2. NOISE RESTRICTIONS

435 BATTY ROAD, KARAKA, AUCKLAND 2580, NEW ZEALAND

www.tehhiestate.co.nz



We operate under a strict resource consent and require your cooperation where outdoor sound systems (such as a band or DJ) are used. Noise restrictions will apply after 10pm.

3. PARKING

The Estate has capacity for approximately 80 parked cars. If this is not sufficient for the number of guests, alternative transport will be required, i.e. taxis or a bus.

4. STAFF/ADDITIONAL REQUIREMENTS

Te Hihi Estate Property Managers will be onsite for the duration of your event to answer any questions and assist with requirements related to the venue. However, please note that the Property Managers are not wait staff, cleaning staff or event coordinators.

For events above:

- 60 guests, professional catering and bar staff will be required. Rubbish will also be required to be removed, or a fee will be imposed to cover this.
- 80 guests, additional bathroom facilities will need to be hired.
- 50 guests having a sit-down meal, a marquee will be required.
- 100 guests, an event coordinator will be required.

5. ACCESS TO THE HOUSE

For events above 50 guests, access to the house will be limited to staff, the bridal party or event organizers.

An additional fee will be imposed if an event beyond this number wishes to access the ground floor of the house.

6. CLEANING

The venue hire fee covers the exit clean, however if we deem this to be excessive an amount will be deducted from the bond. More than 3 hours of cleaning (two people) will be considered excessive and charged at \$50 per hour



thereafter.

HOUSERULES

Our main priority and request is that the Estate is treated with care and respect. Please take the time to read these rules before visiting the property:

1. EXCLUSIVE USE

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

1) CHECKIN/OUT

Check in 3.00pm onwards

Departure 11.00am 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.

2. PARKING & VEHICLES

Please park in the designated spaces only and ensure not to block any roadways. These include the areas in front of the garages, the grass verge alongside the driveway and the field behind the Apartment.

In the case of weddings or special events, vehicles may be left at the property overnight, however we will not be responsible for any damage.

Do not exceed speeds of 10km/h when travelling on the drive and around the grounds.

3. ANIMALS

No animals are allowed on to the Estate without prior permission from the Property Managers or Owner.



4. SWIMMINGPOOL/SPA

The design of the pool is not consistent with the safety of unsupervised children. No food or glass within 1 metre of the swimming pool or spa.

The spa is to be kept covered when not in use.

Te Hihī Estate is not responsible for accidents occurring in or around the swimming pool and spa.

5. GYMNASIUM

Children are not to play with any equipment in the gym.

Return all weights and equipment to their designated places after use. Te Hihī Estate is not responsible for accidents that occur in the gym.

6. GOLF CARTS

Guests are permitted to use the property golf carts, however:

- Children under the age of 12 must be supervised when driving.
- No more than 2 people to ride in the smaller golf cart, and 6 in the bigger cart.
- Parking brakes to be engaged and the golf carts switched off when not in use.
- Do not drive on the golf greens.
- All dangerous driving including skids, excessive speed and overloading the carts are strictly prohibited.
- Te Hihī Estate is not responsible for accidents relating to golf carts. The guest will be liable for any damage that occurs to the golf carts under their control.

7. ALPACAS

Please do not enter the Alpaca paddocks without prior permission from the Property Managers. All gates to the paddocks must remain closed at all times.

Be mindful when around the Alpacas – they can be easily spooked.

8. CONDITION OF PROPERTY

Guests agree to respect the property and keep it relatively clean and tidy at all



times:

- No chattels belonging to the Estate should be removed from the property.
- All rubbish is to be removed from the property or collected using black bags/recycling buckets and stored outside the kitchen.
- All open doors and windows *must be latched*.
- All used dishes should be placed in the dishwashers/glass washer.
- Any furniture that has been moved should be returned to its original place.
- All items of property brought on to the Estate must be removed.
- We reserve the right to charge for excessive cleaning required or the removal of property not belonging to the Estate.

9. SMOKING

Smoking is permitted ONLY in the outdoor areas.

Smoking is prohibited anywhere inside the house, including the balconies. Please use the ashtrays provided.

10. FARMEQUIPMENT

The two maintenance sheds and potting shed are out of bound for all guests. These contain potentially hazardous equipment that can injure those not familiar with their use.

11. NATURAL HAZARDS

Please be aware that as we are a rural property, we have natural hazards such as animals, troughs and open waterways. Parents are required to be responsible for their children, and all guests are required to adhere to all Te Hihii Estate Health & Safety policies.

12. CALL OUT CHARGES

In the event that any guest sets off security alarms –or damages or misuses appliances or electronics – the guest will be responsible for any applicable call out fee.