



## Terms and Conditions of Pacific Harbour Lodge Ltd.

Pacific Harbour Lodge Ltd (PHL) is operating an online hotel reservation service under the domain [www.pacificharbour.co.nz](http://www.pacificharbour.co.nz). PHL is a subsidiary of Pacific Harbour Group Ltd, an operator of fine hotels and resorts. For all domains and subsidiaries the terms and conditions of PHL apply. Please note that PHL will be called "supplier" in the following.

### General Terms and Conditions (PHL)

#### **Area of Validity**

These general terms and conditions apply both to all noncommittal reservation requests and to binding bookings of hotels & trips via the supplier's world-wide reservation system. Detailed information and contract conditions, which are beyond these general business terms and conditions, you receive and accept separately, during the individual reservation and booking dialogues.

#### **Reservations, Cancellations and No Show Conditions**

##### **Reservations**

Reservations may be made at any time prior to arrival. A reservation will be held up to 6pm on the day of arrival unless guaranteed by prepayment or credit card. If guaranteed by prepayment or credit card, the reservation will be held until check out time on the following day, irrespective of the guests specified arrival time. All reservations made through the web site must be accompanied by credit card details, otherwise we will be unable to confirm and guarantee your booking.

##### **Cancellation policy**

Reservations may be cancelled up to 6pm (NZ time), 48 hours prior to date of arrival without incurring cancellation fees. A reservation that is guaranteed by prepayment or credit card and is cancelled after 6pm (NZ time), 48 hours prior to date of arrival will incur a cancellation charge of one nights accommodation.

A reservation that is guaranteed by prepayment or credit card and is neither cancelled nor taken up by the client within or inside 48 hours prior arrival will incur a no show charge of one night's accommodation. In such a situation, any further nights included in the reservation will be automatically cancelled. ALL CANCELLATIONS MUST BE IN WRITING.

### **Reservation Request and Booking**

Every reservation request and booking will be forwarded to the hotel or operator, via the supplier as carrier of the message. Thus, noncommittal reservation requests get to the hotel or supplier/operator via e-mail or fax, so that they themselves will send you an offer or specific information, requested by you. On the other hand, bookings of hotels & trips via the supplier are binding. Thus, an accommodation or travel service contract comes into effect, via mouse click, when making a booking. Please pay attention to individual cancellation deadlines and conditions in particular.

### **Accommodation or Travel Service Contract and Payment**

A guarantee is required for all confirmed reservations with a credit card valid at the date of the start of your stay, unless otherwise agreed by the supplier. The accommodation or travel service contract comes into effect immediately between you and the hotel or supplier/operator of your choice, when making a booking. You pay the confirmed price directly in the hotel or directly to the individual supplier/operator. Any claims and obligations out of the accommodation or travel service contract exist between the booking customer and the hotel or supplier/operator chosen by him/her. The prices shown are per room and per night for the number of persons and dates previously selected, unless otherwise indicated e.g. packages or multiple night selections. Only the currency confirmed during your reservation is guaranteed.

### **Standard Hotel Bookings**

The standard booking is valid until 6.00 pm local time. If your arrival time is later than 6.00 pm, a fee may occur. Please pay attention to indications of the hotel during the booking dialogue. A claim to accommodation does no longer exist afterwards. If you can't arrive before 6.00 pm local time, you have to inform the hotel directly regarding the scheduled arrival time. Extra person charges apply whenever a child cot or bed is requested. For group bookings a maximum of 10 rooms can be booked per reservation or a maximum of 27 rooms for multiple bookings on the same date by the same operator. The supplier reserves the right to restrict the maximum rooms booked during the peak holiday period from 16th December to 8th January.

### **Changes and Cancellations - Non internet special**

Cancellations have to be carried out via the supplier's online system or call-centre, (via e-mail in the first instance to: [holiday@pacificharbour.co.nz](mailto:holiday@pacificharbour.co.nz) or telephone number +64-7-864-8581). In case of a cancellation carried out directly at the hotel, PHL cannot provide any information concerning possible discrepancies concerning the date of the cancellation or the fact of cancellation as such. There is no cancellation charge if the reservation is

cancelled one day prior to arrival, for avoidance of doubt this is not later than 6pm LST the day before the reservation check-in date. Group, tour or agent cancellation terms are separately agreed but where not set are not later than 30 calendar days before arrival. The standard cancellation charge is set at 1 night per room per reservation except for high season (16th Dec - 31st Mar) when the room or rooms cannot be resold by the supplier the charge will be 50% of the total stay.

### **Changes and Cancellations - Internet specials**

Cancellations of booked and paid internet specials incur a 100% penalty i.e. the original charge in full is forfeited. Changes of date or name of internet specials may be accommodated where available however additional charges up to the rate value difference on the date requested may be levied if a similar special price rate is not available.

### **Arrival and Departure Times**

Check in time is 3pm

Check out time is 11am

Guaranteed access to rooms prior to 3pm can only be provided if the reservation includes the night prior to arrival to secure early check-in.

Subject to the hotel status on the day of departure late check out may be available, please check with reception should you require this facility. There may be a nominal charge for a late check out.

### **Relocation policy**

If for any reason the hotel is unable to provide all or part of the accommodation, it will immediately contact the operator and undertake every effort to secure comparable alternative accommodation. The hotel will be responsible for any additional costs of exceeding those quoted by the hotel and for any additional transportation costs. The hotel will not be liable for any further claims relating to relocation.

### **Smoking Policy**

The hotel is smoke free inside any building offered for rental. Smoking is permitted within the grounds provided butts are discarded in ash trays provided in rooms. Authorization to Charge Fees for Smoking in Hotel Room

By signing the registration form or for non signed registration forms for guided tours, every guest acknowledge: that this Hotel has a policy making it a non-smoking property; that if this policy is violated by a guest in the room for which they are signing, will be responsible for a clean-up fee of \$500; and will accept that charge if posted to the credit card (or invoiced for tour operators) that was authorized at check-in or used at check-out.

**DAMAGES POLICY** Damage to hotel property – We reserve the right to charge guests the cost of rectifying damage, caused by the deliberate, negligent or reckless act of the guest to the hotel's property or structure. Should this damage come to light after the guest has departed, we reserve the right to make a charge to the guest's credit / debit card, or send an invoice for the amount to the registered address. We will however make every effort to rectify any damage internally prior to contracting specialists to make the repairs, and therefore will make every effort to keep any costs that the guest would incur to a minimum."

### **Pets Policy**

No animals or pets are permitted on the complex or any house or room offered for rental at any time. If this policy is violated by a guest in the room for which they are signing, will be responsible for a clean-up fee of \$150; and will accept that charge if posted to the credit card (or invoiced for tour operators) that was authorized at check-in or used at check-out.

### **Cleaning or Preparation of Seafood Policy**

The cleaning or preparing of fish, shellfish or other seafood on the property is not permitted. This policy does not apply to seafood prepared offsite and cooked/consumed in a guests kitchen. If this policy is violated by a guest in the room for which they are signing, will be responsible for a clean-up fee of \$150; and will accept that charge if posted to the credit card (or invoiced for tour operators) that was authorized at check-in or used at check-out.

### **Force Majeure**

The hotel shall not be in any breach of this agreement or in any way liable, if it is prevented from complying with the supply of accommodation and other related services by reason of Act of God, Act of Public Enemy, War, Earthquake, Riot, Fire, Storm, Flood, Explosion, Compliance with any Law of Government Restraint Order, Rule regulations, Strikes, Lock-outs, or any other cause not reasonable within the control of hotel.

### **Hotel-Categories and Hotel Travel Information**

The internationally used hotel classification into stars, offers noncommittal information about the hotel's standard, in consideration of self assessment by the hotel or outside agencies. All additional information about the hotel or travel and the descriptions of which are based on the hotels or supplier's/operator's own assessment. Qualmark NZ assesses the supplier at 4 stars.

### **Confirmed Prices according to Contract**

All prices of the supplier are current, low day prices, shown in the name of the individual hotel and are valid for all bookings made via the supplier's world-wide reservation system.

Bookings take place according to the supplier's best and currently lowest day price in each case. This price is submitted directly by the hotel for the arrival

date chosen, and is shown in the name of the hotel. The supplier's available last-minute, seasonal, weekend or special prices will be considered automatically during the booking. For New Zealand, prices include national goods and services taxes (GST) of 15.00 % by room by night. In other countries, regulations and rules differ.

### **Miscellaneous**

All information was constructed with the greatest care. We accept no liability for potential mistakes made during data entry or transmission. Data transfer into other data carriers, even part of it, or its use for a different purpose to the one designated here, is only acceptable with the explicit permission of PHL and Pacific Harbour Group Limited.

### **Information to Revocation Rights**

You can revoke your registration with the supplier at any time. Please send an e-mail accordingly to [holiday@pacificharbour.co.nz](mailto:holiday@pacificharbour.co.nz).

### **Governing Law and Jurisdiction**

These conditions are governed by the laws of New Zealand and in particular those of The Auckland District Law Society. You agree, as we do, to submit to the jurisdiction of the court located in Auckland, New Zealand.

## **2. Information on Protection of Privacy Policy (PHL)**

The supplier would like to ensure trust in the online reservation of its hotels & travel services. Thus, we will inform you of,

- what kind of information we need from you; and,
- how this information is used.

The supplier assures that the data protection acts and laws of New Zealand are being followed and that any information collected is collected and used by PHL to process your request only. It will not be disclosed to any third party without your consent.

### **Anonymous use of Reservation Service**

Usually, you can activate our reservation service, without giving away any personal information, i.e. an anonymous usage is possible. Thus, you can inform yourself about offers without having to register.

### **Registration**

If you want to be named as a booking customer or as hotel or travel operator, then we need personal data, such as your name and address, in order to process transactions. When this data entry is necessary, it is indicated explicitly during registration. This obligatory data, the extent of which can be seen from the registration form, is needed and transferred for the arrangement of the contractual relationship. Furthermore, you may receive the supplier's newsletter regularly, on the basis of this obligatory data. You can cancel its delivery at any time. Entry of data, indicated as non-obligatory, is

not necessarily needed for registration. If you make non-obligatory entries, they will be evaluated in anonymous form for statistical purposes.

### **Transaction Data**

If you appear as a booking customer or as hotel and/or operator, the supplier forwards the data, needed for the accommodation contract, which you communicated to us during registration, to the individual contract partners. Your own inquiries and/or bookings will be recorded only for the purpose of making this information accessible to you.

### **Usage Profiles**

The supplier does not construct any personalized usage profiles. If you move on the supplier's reservation platform, this movement is only recorded in anonymous form, i.e. no connection can be made to you. Data gathered that way is used by the supplier in order to improve usability and design of internet representation.

### **Cookies**

The supplier does also use so-called "cookies". They will be set during registration and contain a "session-ID", which authenticates the user during his/her active session. Naturally, usage of the supplier's site is possible without cookies as well.

### **Right to Information**

As a registered user, we can inform you about what data we recorded about you, at any time free of charge should you require.

### **Deletion**

On request, we can delete your data completely and immediately. Please note, that a deletion of data can only be made when all open transactions have been closed. We will gladly inform you about a deletion of data on request.

## **3. Copyright (PHG)**

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