



Reservation terms & conditions

Terms and Conditions of Pacific Harbour Lodge

Pacific Harbour Lodge Ltd (PHL) is operating an online hotel reservation service under the domain 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.

1. 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.

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 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.

Check-in Check-out Policy

Check-in policy is from 3pm and check-out policy is until 11am.

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.

Pets Policy

No animals or pets are permitted on the complex or any house or room offered for rental at any time.

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.

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 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% 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.

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 personalised 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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