



# KAURI SPRINGS LODGE

## OCCUPANCY TERMS AND CONDITIONS

### 1. DEFINITIONS & GENERAL TERMS

1.1. These terms of occupancy shall apply to all services provided by KAURI SPRINGS LODGE or any subsidiary of it (the "Lodge").

Client, Guest, Your or You means the person or company responsible for commissioning and payment of the Services as specified in the Schedule.

Booking means the use an area of the Lodge's and public space, Client rooms and facilities, specifics of which are set out in this Agreement and the Schedule.

Booking Addendum means an addendum to the Schedule as agreed by Client and Lodge.

Lodge, We or us means the entity who owns the premises where the Event will take place.

Schedule means the Appendix to this Agreement, setting out the details of the Booking.

1.2. These terms and conditions constitute the entire agreement between the parties and prevail over all other communications between the parties, be they oral, written, previous or contemporaneous, unless otherwise expressly agreed in writing and signed by or on behalf of The Lodge.

1.3. The parties to this agreement agree that any booking, amendment, modification or communication between the parties will be considered as enforceable and valid as an original signature of the party signing, continuing in effect and deemed accepted, unless otherwise amended by giving seven days notice in writing to the Client, after which such changes will become legally incorporated.

### 2. OUR OBLIGATIONS

2.1. The Lodge will:

- (i) Treat as confidential all such information including, but not without limiting the general nature and extent of this undertaking, relating to the Client, the Booking and business plans relating to the product of the Client;
- (ii) Identify any information that it may require from the Client in order to deliver the services as and when the information becomes necessary;
- (iii) Comply with all reasonable instructions given by the Client promptly and efficiently or give reasons for not doing so;
- (iv) Not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the services.

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YOUR NAME:

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### 3. YOUR OBLIGATIONS

#### 3.1. The Client:

- (i) When Booking In, you may be required to provide photographic identification, failing which your booking may be cancelled and you may be liable to pay the Lodge an amount equal to the full booking and any pre-payment may be forfeited;
- (ii) Warrants and undertakes that you are authorised to sign and enter into this booking agreement either in your personal capacity and/or on behalf of any third party;
- (iii) Acknowledges that where this agreement has been entered by an agent or person purporting to act on behalf of the Client, the Agent and Client shall be jointly and severally liable under this Agreement;
- (iv) Will obtain and keep in force appropriate insurance for loss and/or damage caused by the Client and/or its guests;
- (v) Will use the facilities and ensure its Clients exercise reasonable control to prevent excessive noise or distractions.

### 4. PAYMENT

- 4.1. Rates are per house and occupancy. Reduced rates may apply for stays over 7 days.
- 4.2. Rates are excluding GST, current at the time of printing, but are subject to alteration without notice.
- 4.3. Unless otherwise agreed, invoices are payable by the due date.

4.4. Credit card payments incur a merchant service fee of 2.5% in addition to the total amount payable.

4.5. If full payment is not made by the due date, then late payment shall constitute a default, whereby:

- (i) The Lodge reserves the right to withdraw and/or suspend any activity in order to minimise and further expenditure;
- (ii) Overdue accounts shall be passed to Baycorp New Zealand for credit control incurring a administration fee of \$25.00 per month added to the Clients account;
- (iii) A default penalty may be charged at a rate of 2.5% per month calculated daily until payment is received in full;
- (iv) The Lodge may add all costs of collection and expenses, including on a solicitor and own client basis, that it may incur in recovering from the Client any overdue account.

### 5. FORCE MAJEURE

5.1. In the event of circumstances beyond their control (including, but not limited to, acts of God, shortage of commodities, governmental authority or supplies to be furnished by the Lodge), neither party shall be responsible for failure to perform this agreement making it impossible for the Lodge to hold the Event.

### 6. INDEMNITY & EXCLUSION OF LIABILITY

6.1. The Client shall at all times be liable for, indemnify and hold harmless the Lodge (together with its employees, servants and

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agents) from and against any and all claims, liability, loss, damages, fines, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by the Lodge arising out of or in connection with;

- (i) property damage suffered by the Lodge at the use of the Client;
- (ii) the acts or omissions of;
  - (a) the Client (including its agents and/or sub-contractors);
  - (b) any entertainers hired by or on behalf of the Client;
  - (c) conduct of guests of the Client that is defamatory, racist, likely to cause or stir any threatening behaviour.

6.2. Nothing in this Agreement is intended nor shall be construed as a attempted by any party to exclude or limit its liability which cannot be excluded or limited under applicable law, including without limitation for death or personal injury caused by negligence.

6.3. The Lodge acknowledges that it currently holds a policy of Professional Indemnity Insurance for the lesser of NZ\$2,000,000.00.

6.4. The total liability of The Lodge in contract, tort or otherwise arising from any defect, breach or negligence under this contract, howsoever arising, is expressly limited to the contract price.

## 7. JURISDICTION

7.1. This agreement shall be construed under New Zealand Law and will be subject to the exclusive jurisdiction of the New Zealand Courts herewith.

## 8. DISPUTES

8.1. In the event of any dispute, the undisputed portion of the account shall be payable forthwith without any deduction by way of set off, counter-claim or other legal or equitable claim, without the prior written consent of The Lodge.

8.2. Unresolved disputes by discussion or alternative medium shall be referred to an arbitrator in accordance with and subject to the provisions of the Rules of Arbitration of the International Chamber of Commerce, conducted in English and pursuant to the laws of the jurisdiction.

## 9. ASSIGNMENT

9.1. The Client may not assign sub-let or transfer any rights, burdens or obligations implied in this agreement. The rights and obligations of The Lodge hereunder shall inure to the benefit or, shall be binding upon and may be enforced by the successors and assigns of The Lodge.

## 10. PRIVACY ACT 1993

10.1. The Client warrants to The Lodge that all information concerning the debtor and its instructions has been collected, obtained, used and disclosed in accordance with the Privacy Act 1993 and Credit Reporting Privacy Code 2004.

10.2. The Client agrees that any information may be used by The Lodge for any purpose connected with its business including (but not limited to) credit assessment, debt collection

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or direct marketing activities. The Client further authorises The Lodge to furnish to any third party details of any subsequent dealings as a result of a payment default.

## 11. PERSONAL PROPERTY SECURITIES ACT 1999

11.1. The Client acknowledges that The Lodge holds a "Security Interest" in the services and may register a financing statement in respect of the services in accordance with the provisions of the Personal Property Securities Act 1999. The Client further waives its rights to receive a verification statement in respect of any financing statement or financing charge statement registered by The Lodge.

## 12. SEVERABILITY

12.1. Should any part, provision or clause of this agreement be found to be unenforceable or to be ineffective by virtue of non-registration, illegality or otherwise, then such provision shall be severed without effecting the validity or enforceability of the rest of the agreement.

## 13. CANCELLATION

13.1. General Bookings: Once booked, if a general booking is cancelled more than 45 days prior to the arrival date, a cancellation fee of 20% of the booking value will apply. For cancellations of less than 45 days but greater than 30 days prior to the arrival date, a cancellation fee of 50% of the booking value will apply. For cancellations within 30 days of the arrival date, a cancellation fee of 100% of the booking value will apply.

13.2. Wedding Bookings: Once booked, if a wedding is cancelled more than 6 months prior to the arrival date, a cancellation fee of 30% of the deposit will apply. For cancellations of less than 6 months but greater than 30 days prior to the arrival date, a cancellation fee of 50% of the deposit will apply. For cancellations within 30 days of the arrival date, a cancellation fee of 100% of the deposit will apply.

13.3. Corporate Bookings: Once booked, if a corporate booking is cancelled more than 45 days prior to the arrival date, a cancellation fee of 20% of the booking value will apply. For cancellations of less than 45 days but greater than 30 days prior to the arrival date, a cancellation fee of 50% of the booking value will apply. For cancellations within 30 days of the arrival date, a cancellation fee of 100% of the booking value will apply.

13.4. All parties wanting to rebook and change dates will incur a cancellation and rebooking fee at the discretion of The Lodge Management.

13.5. All cancellations must be received by written notice to the other party, deemed validly given if personally delivered, posted, faxed or mailed to the given address of the Lodge between 9.00am and 5.00pm on a working day.

## 14. ADDITIONAL CHARGES

14.1. Guests may incur additional charges after their stay at Kauri Springs Lodge to cover the following situations:

— Any misuse of the spa pool that results in extra cleaning eg glass, food or alcohol in the spa pool or damage to the spa pool itself.

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- If the carpets are badly stained or damaged, it may be necessary hire a commercial carpet cleaner, or the carpet may have to be replaced.
- If guests vomit in the gardens, outdoor areas, or anywhere inside the Lodge House or Guest House, an extra charge will be required to cover the staff costs to clean and disinfect the area.
- If any bed wetting occurs, professional cleaners will be required to clean the mattresses.
- If cigarette butts are disposed in the garden, outdoor areas or indoor areas, an extra charge will be incurred to cover the staff costs to clean the area.
- If there is additional breakages or damage cause by negligence during the rental period, or if there are any items missing, the total cost of restoration to the original condition will be charged.

The amount charged will be determined by the management of Kauri Springs Lodge. An invoice with a breakdown of costs will be emailed. The amount will then be deducted from the supplied credit card.

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