

Terms & Condition & Polices for Waikanae Beach Motel & Accommodation in Gisborne

Entities:

WBM = Waikanae Beach Motel

ANG = Accommodation in Gisborne

By booking accommodation through Waikanae Beach Motel (WBM), the guest, booking/travel agent agrees to the following terms and these conditions apply to both WBM & ANG unless only one entity is stated:

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1. Booking Accommodation

Waikanae Beach Motel (& Accommodation in Gisborne) managers have the right to refuse access, and to ask anyone to leave.

- Disorderly behaviour, intoxication to the extent that other guests are negatively affected, will **not be tolerated**.
- Animals are welcomed at some of our properties but must be prior approved by management. We reserve the right to decline any pet without providing reason. Guests that have pets that have not been approved will be penalised accordingly, which could include accommodation being cancelled and guests evicted, and charged an extra cleaning charge (carpet cleaning \$150 min).
- The facilities are solely for the use of WBM & ANG guests. Visitors/friends not staying at the accommodation are not permitted without permission from management, failure to adhere to this rule could incur extra charges e.g. extra charge per person, per night.
- Disruptive noise will not be tolerated, including white noise machines. Especially after 10 p.m. New Year's Eve guests may celebrate within reason.
- At WBM only one motor vehicle is permitted per room. All other vehicles must park on the street (free parking).
- No chainsaws, generators, compressors, amplifiers or stereo systems allowed.
- Speed limit within WBM motel is strictly walking pace.
- All rubbish to be contained within rubbish bins provided and stored sensibly.
- WBM and ANG prohibit gang insignia.

2. Terms of Trade

The booking of accommodation is a contract between our two parties.

If you are a booking/travel agent, incidentals, damages, extra charges will be billed to the booking/travel agent and will be made responsible to pay.

Booking /travel agents and other persons booking for other people must provide a list of persons staying to WBM management and their contact details, phone number.

WBM & ANG agree to provide the accommodation and services described and agreed, although the theme may vary, see Images policy, clause 4. The guest undertakes to pay for the accommodation booked and services used unless it has been cancelled by them in accordance with the Cancellation & Deposit policy, clause 8, see below.

Late cancellations and or no shows, significantly affect our business and staff, if however, for some reason your plan changes, WBM & ANG asks that you phone and provide written form of cancellation, so the date of the booking can be updated or refunded if applicable. If booking has been made through online agencies, such as Booking.Com, Expedia or Airbnb you will need to make the cancellation through these agencies. Please note this will incur an administration charge as per Clause 8. Cancellation & Deposit.

3. Office Hours

Monday to Friday 8:00am to 8:00pm.

Saturday and Sunday 8.30am to 8.00pm

If you are unable to check-in during Reception hours, please telephone Reception on (06) 868 4139 to arrange a late check-in or key collection.

Please note, guests who do not contact us may be charged a late check-in fee of \$50.00.

Holiday homes have key lockboxes and details of these will be given lunchtime on the day of the booking, however check-in is at 3pm unless otherwise agreed as our cleaners need the time to clean between guests departures.

4. Images

Photos of the accommodation is indicative and are to be used as a guide only. The accommodation that you are allocated may not be an exact replica of the accommodation advertised. Rooms and facilities are continually updated and management endeavour to provide guests with the best accommodation suitable to their needs.

Rooms and accommodation at any of our given properties may offer a different layout and view. Inclusions and services differ from our holiday homes and motel facility. Rooms, apartments, and properties are independently furnished and may not reflect the same theme and level as the indicative images. WBM & ANG, update photos/images regularly but cannot show photos of each room in their advertising.

5. Accommodation Rates

All WBM Rooms, Apartments and ANG Holiday Homes are quoted in New Zealand dollars on a per night basis and include GST (Goods and Services Tax) of 15%. Holiday homes incur a cleaning fee which is added to the booking, if booking through our website the guest can select the suitable cleaning fee, although the cleaning fee can be updated or modified to suit the length of the booking by management as and when required. As part of our service we provide a weekly service for our holiday homes that are booked direct and if they are more than 10 days, and this is added to the booking as necessary and will be discussed with the guest.

Rates vary throughout the year from the low season prices to the peak season prices. Peak season is usually in the middle of summer or for major event weekends and/or Rhythm & Vines . The secure freeonline internet booking system displays room & holiday home rates for 1 – 2 persons, and availability on any particular day are subject to change depending on availability. There is an extra person rate at \$30 per person.

Prices advertised on the secure internet reservation system (freeonline) are per room or per property, for the number of people and the date(s) selected.

The holiday home prices do not include the cleaning fee, the cleaning fee is calculated on the length of stay and how many bedrooms the holiday home is. This fee will be added on after booking is made.

6. Bank Card Fees

All credit / debit card payments will incur a 2.5% non-refundable credit card service fee.

In the event that a refund is required, this will be processed in 5 business days (processing times by bank may delay processing time further).

7. Lowest Rate Guarantee

We intend to provide our guests with the lowest rate and will price match as part of our lowest rate guarantee. To obtain this guarantee the guest must meet requirements as outlined below.

To qualify for the price match:

1. The booking must be made via our website www.waikanaebeachmotel.co.nz
2. The price from the other internet source must be a publicly available rate.
3. The competitor's nightly rate must be displaying a room-only rate, viewable, and immediately bookable with instant confirmation for the same (not similar) property, and for the same room type, same stay dates, same length of stay, same number of guests, same facilities and view and same deposit/cancellation policy.
4. This price match guarantee applies to only nightly room rates and excludes cleaning, credit card fees etc .
5. The online rate which is lower than the confirmed booking rate must be found advertised within 24 hours of booking.
6. Claims will only be accepted within 24 hours after reservation is made. No claims will be accepted for arrivals within 72 hours (3 days) of claim. The office staff or management will investigate and inform you of our decision within 48 hours of having received your claim.

8. Cancellation & Deposit

All bookings require a primary guest who must supply first and family names, residential address and a valid email address and phone number at the time of booking.

- All prices are in New Zealand dollars and include GST (Goods and Services Tax).
- Alterations or changes made to the booking must be paid at the time it is made.
- Refunds will not be given due to **bad weather**.
- Booking refunds can only be made to the person who made the original booking or if the person booking gives written permission to transfer or refund to another person.
- Alterations and date transfers must be made by emailing Waikanae Beach Motel Reception info@waikanaebeachmotel.co.nz.
- Fees of up to \$25 per booking may be charged per alteration. If a booking already transferred to a later date is then cancelled, cancellation fees will apply as of the date of the original booking.
- If a booking transferred to an earlier date is then cancelled, cancellation fees will apply as of the new booking date.
- Where an alteration is made, any amount reduced from the original booking total shall be subject to cancellation fees.
- Booking and alteration fees are not refundable.
- A refund is available (less an administration fee of \$50) if cancellation is requested 14 days prior to arrival date.

- Bookings are not confirmed until payment of the deposit by direct credit has been transferred to our account. Balance of accounts are payable prior to arrival. Payment must be made for the full time booked.
- No reductions for early departure.
- For the peak period from 20th December through to the 6th February 50% of the booking will be required for the deposit and to confirm your booking. A 12 weeks' notice of cancellation of your booking (less an administration fee of \$50). No refunds if cancelled within the 12 weeks.

9. No Party

Bookings for travel, business and relaxation purposes are provided at WBM & ANG. There is a strict no party policy and on booking you agree to use the premises in a proper manner. In the event that any guest staying in one of our rooms, apartments or holiday homes is found to be having a party, management reserves the right to immediately request all occupants of that property (rooms, apartment or holiday home) to vacate this includes the guest who has registered for the booking. In the event that an eviction does occur, the accommodation is non-refundable. In addition, the registered guests will be required to settle the account prior to departure for any expense resulting from consequential incidentals which could include additional cleaning, replacement of any furniture/fixture/fitting breakage, as well as for any required repairs from damages.

House rules to be observed and quiet hours to be respected see Booking accommodation clause 1. Non-adherence may result in extra charges and/or charged eviction.

10. NO Smoking

All of our rooms, apartments and holiday homes are smoke free. Smoking is not permitted in any of our accommodations. Smoking can happen outside only at WBM outside the guests room and at the holiday homes outside (do not smoke on fabric outdoor furniture). Smoking must be far away from open windows, doors and other guests.

Smoking inside means you provide management, the right to charge extra, including any resulting loss of income to the next registered guest. "Resulting loss of income" could be the following guests refusing to stay in that booked room or from a complaint.

11. Child Policy

Children 2 years of age and under are free of charge when accompanied by a paying adult.

Although if additional beds or bedding are required or used, the extra person rate will apply (for any age).

It is the guardian's (parents, team management's responsibility to supervise the child or children at all times while staying at WBM and ANG. We ask that you consider and respect other guests and its neighbours by keeping noise levels to a minimum.

All guests under the age of 18 must be accompanied by a responsible adult such as a parent, step-parent, guardian or other adult who has parental rights and responsibilities for the under 18 year old guest.

Children under the age of 14 can NOT be left alone or unattended this is a New Zealand Law. The adult responsible for the minor will be responsible for managing this. If a guest is found to be breaking the law or a guest or the policy WBM & ANG reserve the right to immediately cancel the guest's booking and the full booking amount will be forfeited to WBM & ANG.

12. Porta cots, high chairs

Porta cots are available at \$25 per night and High Chairs are available free of charge but both are subject to availability. Currently our holiday homes do not have these facilities, if enough notice is given, we may be able to provide or guest can pick up from WBM.

13. Pet Policy

Please note guide dogs are welcome and permitted to stay at any of our properties, we do ask that guests still notify us of their guide dog so that we can ensure cleanliness after their stay as we like to have pet free properties for people that may suffer an allergic reaction from pets.

By paying our pet fee (\$25 per pet) you are agreeing to below:

- Dogs acceptance is at the managers discretion. Dogs that are aggressive by nature, history, or perception are restricted. WBM & ANG reserves the right to decline any dog without providing reason. Please contact to discuss your pet before arrival.
- Pets must be supervised at all times and never left unattended at the accommodation, including being left outside at the holiday homes.
- Dogs must be on a leash at all times while WBM and at ANG holiday homes that are not fully fenced.
- For health and safety reasons, pets are not allowed in any common areas (BBQ, Laundry, Office etc)
- Pets are not allowed on any furniture and guest may be charged extra cleaning fee if hair or evidence found.
- Guests are 100% responsible for picking up and disposing of their pets faeces(poo) in a sealed plastic bag and disposed of in an outside rubbish bin.
- For health and safety reasons, pets must not be washed or cleaned at the accommodation inside or out. A list of pet washing stations in Gisborne can be provided by request.
- Pet owners/guests are personally responsible, and will be held to be so, for any and all personal injuries and/or property damage or losses in relation to any actions caused by or because of their pet.
- Management reserves the right to evict any guests whose pet is deemed noisy, disruptive, and aggressive or the subject of a complaint/s from other guests. It is the pet owner's sole responsibility to control and manage their pet. If in the view of management this has not happened to an acceptable level, the guests and the animal may be evicted immediately.

14. Travel Insurance

Travel Insurance is strongly advised at the time of booking, travel insurance which can cover items including but not limited to: loss of booking amount through cancellation, loss or damage to personal baggage, loss due to emergency or weather, loss of money and medical expenses.

15. Concerns or problems

Should you experience any concerns or problems with your accommodation, please contact management as soon as possible (check out office hours clause 3) during your stay so we can endeavour to fix it. Every effort will be made to rectify the situation to ensure your stay is comfortable and pleasant as possible.

16. Intellectual property / copyright

Waikanae beach Motel & Accommodation in Gisborne is All rights reserved.

Using the website resources for any purpose is breaching the Waikanae Beach Motel's & Accommodation in Gisborne's Intellectual Property Rights, which are protected by New Zealand and international law.

Links from this website to other websites are for convenience of the user and by using this website the user understands that WBM & ANG are not accountable for any advertising products, bad service, unlawful content, from these websites.

17. Events Beyond Control

It is not WBM or ANG liability for any loss arising out of any incidences or conditions beyond its control, including but not limited to acts of terrorism, act of God, defects in vehicles, war, strikes, theft, delay, cancellation, civil disorder, disaster, Government regulations or changes in itinerary or schedule.

All travel documents, observance of laws and government regulations are the responsibility of the guest and or their travel insurance company.

18. Acceptance of Terms and Conditions

The individual who makes the booking agrees to all above terms and conditions as part of their booking and stay and consents to abide.

The Terms and Conditions are governed by and will be seen in accordance with the laws of New Zealand.

If part or all of any clause of these Terms and Conditions is illegal, invalid, or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.