Booking accommodation

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

Stay at St Paul's agrees to provide the accommodation and services described and agreed. The guest undertakes to pay for the accommodation booked and services used unless it has been cancelled by them in accordance with the Stay at St Paul's cancellation policies (see below).

Due to the size of the motel late cancellations or no shows significantly affect our business, so if your plans do change for some reasons, Stay at St Paul's asks that you let us know within 48 hours of your check-in. Failure to advise may incur a charge.

Room rates

All prices are quoted in New Zealand dollars on a per night basis and include Goods and Services Tax of 15%.

Room rates vary throughout the year from the low season prices in the middle of winter to the peak season prices in the middle of summer or for major event weekends. Stay at St Paul's secure internet reservation system displays our room rates and availability on any particular day.

The prices advertised on Stay at St Paul's secure internet reservation system are per room, for the number of people and the date(s) selected, unless otherwise specified (packages).

Peak periods/major events

In peak periods and for major events a minimum night stay and special cancellation conditions may apply.

Specials and packages

Packages and specials are subject to availability and cannot be used in conjunction with other special offers. Special conditions may apply.

Group bookings

Special conditions apply to group bookings. Please see cancellations below.

Child policy

Children 2 years of age and under are free of charge when accompanied by a paying adult and using a portacot, or sharing the same bed as adults.

In circumstances where additional beds or bedding are required or used, the extra rate for these ammenities will apply.

Guests under the age of 18 must be accompanied by a guest of 18 years or over.

It is the parent's, guardian's or team management's responsibility to supervise the child or children at all times while staying at Stay at St Paul's. Stay at St Paul's asks that you consider and respect other guests and its neighbours by keeping noise levels to a minimum.

Portacots, high chairs and baby baths

Portacots and High Chairs are available for a small fee.

Reservations

To make a reservation you must be 18 years of age or over.

In making a reservation Stay at St Paul's requires the guests name, address, contact telephone (landline and mobile) numbers, and email address.

To confirm the reservation Stay at St Paul's requires a valid credit card number and expiry date. Stay at St Paul's reserves the right to charge a credit card at the time the booking is made or pre-authorise a credit card.

Reservations made where the customer does not have a credit card, will be required to pay the full value of the stay. These unconfirmed reservations will be held for an agreed period pending receipt of the payment, and will be confirmed once the payment has been received. Should payment not be received by the agreed time, the reservation will be cancelled.

Check-in

Stay at St Paul's welcomes your arrival from 2.00pm or earlier by prior arrangement.

Reception hours are:

- Monday to Friday 8:10am to 4.15pm.
- Saturday and Sunday CLOSED or limited hours

If you are unable to check-in during Reception hours, please telephone Reception on (04) 494/7000 or to arrange a late check-in or key collection. Guests who do not contact us may be charged a late check-in fee of \$50.00.

Check-out

Check-out is by 10.00am on the day of departure or later by prior arrangement.

Early check in/late check-out

Subject to availability on the day, Stay at St Paul's will endeavour to accommodate both early check-in and late check-out requests wherever possible. Should you require an early check-in or late check-out please contact our Reception team to arrange. There may be a charge applied for an early check-in or late check-out.

Payment

Stay at St Paul's accepts Eft-Pos and all major credit cards: American Express, Mastercard and Visa,

When making your reservation you will be asked for credit card details. Stay at St Paul's reserves the right to charge or pre-authorise a credit card prior to check-in.

If you intend to pay by cash, you will be asked for a bond to be paid on arrival, (refundable on departure).

All accommodation and any other charges not already paid for must be paid in full on the day of departure (if not already done so), unless prior arrangements have been made with Stay at St Paul's management. Overdue/recovery charges will apply if your account is not paid on time.

Refunds

Refunds will only be made by direct credit to a nominated bank account for the agreed refund amount.

Overdue accounts

All accounts are payable on departure, unless prior arrangements have been made with Stay at St Paul's management. Stay at St Paul's reserves the right to charge overdue/recovery fees on all accounts not paid by due date.

Amendments to bookings

All amendments to bookings must be made by the person who made the original reservation and be in writing. Changes may be emailed to <u>reservations@stpauls.co.nz</u>. Stay at St Paul's will acknowledge receipt of the email and the changes requested.

Cancellations

All cancellations must be made by the person who made the original reservation and be in writing. Cancellations may be emailed to <u>reservations@stpauls.co.nz</u> or must be cancelled through the booking agent the booking was made through where applicable . Stay at St Paul's will acknowledge receipt of the email and the cancellation request.

Cancellation of individual bookings must be notified no later than 48 hours (2 days) prior to check-in on the expected date of arrival.

All cancellations less than 48 hours (2 days) prior to mid-day on the expected date of arrival will be charged for 1 day of the accommodation booked, unless Stay at St Paul's is able to replace the booking.

In the event of a late cancellation every effort will be made to resell the room and you will only be responsible for the cost if this is unsuccessful.

Cancellation of Group bookings must be notified no later than 30 days prior to the expected date of arrival.

All cancellations less than 30 days prior to the expected date of arrival will be charged for the accommodation booked unless we are able to replace the booking.

Bookings made and cancelled will incur a \$25.00 administration fee.

No show – fail to arrive

As Stay at St Paul's has a contract with you and holds your booking in good faith pending your arrival, if you fail to arrive for your booking, you will be charged the full cost of 1 night of the accommodation booked.

Early departure

Early departure than the reserved date may not result in a refund, unless Stay at St Paul's is able to replace the booking.

In the event of a late cancellation every effort will be made to resell the room and you will only be responsible for the cost if this is unsuccessful.

Internet usage and copyright

Stay at St Paul's provides free internet access (500mb) to enable its customers to access email accounts and to search for information via the internet.

Under New Zealand Copyright Law the rights holders (owners) of movies, TV shows, and music can now send fines of up to \$15,000 to Stay at St Paul's if their copyrights are infringed. To access Stay at St Paul's internet system a unique access code is provided to each person. If you infringe any rights holders copyright, and Stay at St Paul's is fined, those fines will be passed onto you.

Damage

Damage to motel property should be reported immediately. Any extra cleaning, repairs or replacements required to restore our guest rooms or property to its normal condition will be charged to the registered guest at replacement cost or market rates, plus a charge for any resultant loss of income if applicable.

Room condition

If your room is left in an unsatisfactory state, this includes, excessive rubbish, misuse of motel property (including Manchester), any unhygienic uncleanliness, soiling, excessive mess or odor in the kitchen, which causes excessive and unwarranted cleaning time by Stay at St Paul's staff, Stay at St Paul's reserves the right to charge for the cost of extra cleaning, repairs or replacements required to restore our guest rooms or property to its normal condition.

Smoking

Stay at St Paul's is a smoke free complex. Smoking is not permitted/allowed in any of the Stay at St Paul's rooms or complex unless a balcony has been provided with your room. Please smoke away from open windows, doors and other guests.

If you do smoke inside our rooms, Stay at St Paul's reserves the right to charge such costs and any resulting loss of income to the next registered guest or cleaning costs to remove the odour. "Resulting loss of income" could be the following guests refusing to stay in that booked room or from odours caused from the smoking.

Visitors

Guests' visitors are welcome but must be kept to a minimum. The registered guest is responsible for the behaviour of all persons/visitors whilst on the property. Stay at St Paul's asks that you consider and respect other guests and its neighbours by keeping noise levels to a minimum.

All visitors not booked into the motel are expected to leave the premises quietly before 10.00pm.

Stay at St Paul's does not allow large, noisy gatherings or parties in its guest rooms. Excessive noise, disturbing other guests, may result in you being requested to vacate Stay at St Paul's and may incur a disturbance fee.

All deliberate or reckless acts that result in damage to Stay at St Paul's property, that require specialist cleaning or repair will be charged to the registered guest.

Pets

With the exception of guide dogs, we do not allow pets in our guest rooms.

Concerns or complaints

Should you experience any difficulties with your accommodation, please contact either our Reception staff or the manager during your stay to register your concern. Every effort will be made to rectify the situation and make your stay as comfortable and enjoyable as possible.

Intellectual property rights

You may not store, transmit, reproduce, publish, upload, or distribute in any form any material from this website without Stay at St Paul's prior written permission, except that you may download one copy on a single computer for your personal non-business use. If you modify or use the materials for any purpose you will be in breach of Stay at St Paul's Intellectual Property Rights, which are protected by New Zealand and international law.

If you download software from this website (which includes files, images, data and code) Stay at St Paul's retains complete ownership of that software. You must not redistribute, decompile, disassemble, reverse-engineer or deal with the software in anyway.

Links and advertisements

Stay at St Paul's may provide links from this website to other websites for your convenience and assistance. You acknowledge and agree that Stay at St Paul's is not responsible for any content, advertising products, services or other materials on, or available, from these websites or resources.

Any dealing you have with a third party provider is solely between you and that third party. Your dealings are with the third party provider directly and not with Stay at St Paul's as agent for the third party provider. Stay at St Paul's has taken reasonable care to ensure that third party providers are reputable, but Stay at St Paul's is not liable for any direct or indirect loss or damage you or anybody else might suffer by dealing with a third party provider.

Stay at St Paul's does not undertake that the site will be available, uninterrupted or error free.

Force majeure

Stay at St Paul's will 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 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 reasonably within the control of Stay at St Paul's.

Limitation of liability and disclaimer

Stay at St Paul's shall not be held liable for any loss of any kind whatsoever by motel guests, arising from any breach of these terms and conditions by Stay at St Paul's or from any negligence, misrepresentation or other act or omission on the part of Stay at St Paul's.

Stay at St Paul's has no liability under any circumstances, including but not limited to negligence, for any special or consequential damages arising out of use of, or inability to use, this or any connected site even if advised of the possibility of damage. Stay at St Paul's maximum liability to you for any damages, losses, costs and expenses under any cause of action is limited to the value of Stay at St Paul's charge for any service or product booked by you via this website.

Stay at St Paul's and the person/guest making the reservation acknowledge and agree that the Consumer Guarantees Act 1993 has no application to this agreement between them.

Waiver

The waiver by Stay at St Paul's of any breach of any one or more terms contained in these terms and conditions will not be construed to be a waiver of any succeeding breach of such terms or of any other terms.

Your warranties

You warrant that:

- You are responsible (financially and otherwise) for your use of this website.
- Information you supply, whether to Stay at St Paul's or to a third party provider, is accurate and will not be deceptive or likely to deceive.

Indemnity

The person making the reservation will indemnify Stay at St Paul's and its officers, employees and agents against all costs, claims, losses, liabilities, damages and expenses incurred as a result of any act, omission or breach of these terms by the person making the reservation, their officer, employee or agent or the guests booked.

Privacy

Any details that you provide to us from which we can identify you, are held and processed in accordance with our Privacy Policy.

Governing law

These Terms and Conditions are governed by the laws of New Zealand and you agree to submit to the exclusive jurisdiction of the New Zealand High Court.

Any term which is void or unenforceable shall be treated as severed from these Terms and Conditions, and shall not affect the enforceability of other terms and conditions. These Terms and Conditions constitute the whole agreement between you and Stay at St Paul's and shall not be modified except by agreement in writing signed by Stay at St Paul's

If you are accessing the website from outside New Zealand, you must comply with all the laws of the country in which you are accessing the website from and with all New Zealand laws.

Changes

Stay at St Paul's may change this website or any of these terms and conditions at any time.

The above terms and conditions as set out supercede all previous agreements, arrangements and contracts.