



Destination Waiheke Island NZ Limited

Terms and Conditions

Please read the following terms and conditions carefully. By confirming a booking by paying the initial deposit, the named Organisation (*You*) and all your invited guests will be bound by these terms and conditions (*Terms*). We reserve the right to amend these Terms from time to time. The amended Terms shall apply once notified to you, or posted on our website www.destinationwaiheke.co.nz

1. Booking

Provisional bookings will be held for a maximum period of 7 days only (unless otherwise agreed), after which time the booking will be released.

A booking will only be confirmed when the initial deposit is paid.

The **minimum initial deposit of 50%** is required to confirm all bookings.

2. Payment

Unless otherwise stated, **balance of booking charges is due on the first day of the relevant event or experience**, unless otherwise agreed with *Destination Waiheke Island NZ Limited* at the timing of booking.

We will also invoice you after the event or experience for any additional charges arising from any changes to your booking, additional guests attending, increased charges from third party service providers according to their terms and conditions, or other circumstances as set out in these Terms with payment due within seven (7) days of presentation of invoice.

Where payment is not received by the relevant due date, *Destination Waiheke Island NZ Limited* reserves the right to charge penalty interest at a rate of 20%pa until full and final payment is received.

Prices are valid for payment by cash, cheque, Mastercard or Visa credit cards, EFTPOS or New Zealand electronic transfer. Cheques are accepted subject to being honoured. You agree not to stop payment of the cheque even when you cancel a booking, and agree to indemnify us for any loss suffered as a result of a dishonoured cheque. You agree that we

may apply the proceeds of the cheque to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.

If you pay by credit card, you agree that you will not seek to charge back your payment to *Destination Waiheke Island NZ Limited* and indemnify us for any loss suffered as a result. A surcharge of 3% applies for all payments made by Mastercard or Visa credit cards.

Electronic payments may take up to three (3) working days to process. If you are paying by this method you will need to pay at least three (3) working days prior to the actual due date. You must notify your consultant of your payment once it has been made.

3. Guaranteed Attendee Numbers

Between **April and September**, guaranteed attendee numbers are required in writing no later than **15 working days** prior to the commencement of the event or experience.

Between **October and March**, guaranteed attendee numbers are required in writing no later than **20 working days** prior to the commencement of the event or experience.

Charges will be based on the guaranteed attendee number or the actual number of guests attending, whichever is greater.

4. Cancellation

All cancellations incur a **20% non-refundable administration fee** of the initial deposit subject to a minimum fee of \$500. This fee excludes any non-refundable costs paid to any third party service provider in connection with your booking on the basis of their terms and conditions and will also be deducted from your deposit.

Between **April and September**, the **initial deposit becomes non-refundable** where the event or experience is cancelled within **30 days** of the commencement of the event or experience.

Between **October and March**, the **initial deposit becomes non-refundable** where the event or experience is cancelled within **60 days** of the commencement of the event or experience.

Any refunds will be returned on the same card, to the same person(s) and in the same proportions as the original transaction.

Where we incur any liability for a cancellation fee or charge from any third party service provider for any booking which you cancel or change, you agree to indemnify *Destination Waiheke Island NZ Limited* for the amount of that fee or charge in addition to any administration fee charged.

5. Prices

All prices are subject to availability and can be withdrawn or varied without notice. Prices quoted are subject to change at any time until full payment is received and booking vouchers issued and we reserve the right to correct any pricing errors or omissions. Prices are per person and exclude GST unless otherwise stated.

Additional charges may apply if you change your booking, or dates or numbers attending or fail to arrive at any event, experience or location at the prescribed time.

During your event or experience if you request *Destination Waiheke Island NZ Limited* to perform any additional services, duties or tasks in addition to what has been agreed then we will charge our time for these additional services at the rate of \$85 plus GST per hour.

Only the person(s) nominated by you at the time of booking are authorised to charge the event / booking account. Any additional persons must be communicated in writing before commencement of the event or experience.

6. **Agency**

Destination Waiheke Island NZ Limited acts as an **agent** only. We sell various hospitality, accommodation and travel related products on behalf of numerous transport, function hire, accommodation and other third party service providers.

Upon making a confirmed booking with us you irrevocably authorise *Destination Waiheke Island NZ Limited's* to make that booking on your behalf with the relevant third party service provider and you will become bound by that booking in accordance with the terms and conditions of that third party service provider, as if you had booked it yourself.

All bookings are made subject to the terms and conditions and limitations of liability imposed by the third party service providers and you agree to be bound by them.

Destination Waiheke Island NZ Limited receive commissions and other payments from third party service providers in exchange for making bookings on your behalf.

Any special requests to service providers are not guaranteed. We have no responsibility for these services nor do we make or give any warranty or representation regarding their standard.

If for any reason, any service provider is unable to provide the services for which you have contracted, your legal recourse and remedy lies against the relevant service provider, not *Destination Waiheke Island NZ Limited*. If you have any issues or problems with our third party service providers, please raise this with the service provider directly. If your issue is not resolved contact us prior to making any adjustment to your booking. *Destination Waiheke Island NZ Limited* will not be held responsible for any costs incurred as a result of decisions made without prior agreement with us.

7. **Liability**

We do not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party service providers over whom we have no direct control.

Destination Waiheke Island NZ Limited (including our officers, employees or agents) will not be liable in contract, tort, including negligence, or otherwise to you for any direct or indirect damage, injury (physical or mental) or death, loss (including consequential loss), delay or

cost (including legal and lawyer/client cost) caused by or contributed to by any act or omission of *Destination Waiheke Island NZ Limited* (including our officers, employees or agents) which may arise directly or indirectly in relation to the provision of our services to you.

Where liability cannot be legally excluded, our total liability shall be limited to a maximum aggregate amount of the booking charges actually paid by you.

If you are a business, you agree that the Consumer Guarantees Act 1993 shall not apply.

You will be solely responsible for any damage, injury or any other loss that occurs through your own acts or omissions or the acts or omissions of your guests, and *Destination Waiheke Island NZ Limited* will not be held liable for any such damage, loss or injury.

8. Customer responsibilities

You and your guests are responsible for any and all damage, injury or loss that occurs through their own actions or the actions of their attending guests or outside contractors during the set-up of the event, at the event or during the dismantling of the event.

You must ensure that no food or beverage items can be brought in by you or any of your guests or served at any venue that is licensed or serves food without prior approval from *Destination Waiheke Island NZ Limited*.

You are solely responsible to ensure that your guests are adequately insured (public liability, vehicle insurance, medical insurance etc) while undertaking any events booked by *Destination Waiheke Island NZ Limited*.

9. Booking Documents

Booking documents include, without limitation, event tickets/invoices, accommodation vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including, without limitation, being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. All booking documents are non-transferable.

Any benefits, products, inclusions, services or components not stated on the itinerary are not included.

10. Vehicle Hire

If your booking includes vehicle hire, drivers must hold a valid current unrestricted motor vehicle driver's license for the particular class of vehicle hired. Additional or young driver surcharges, vehicle pick up/drop off fees, insurance buy down, optional extras and non-waiverable excess are additional.

11. Health

It is your responsibility to ensure that you are aware of any health requirements for your booking arrangements. You undertake any activity and participate in any event solely at your own risk.

12. Privacy

Destination Waiheke Island NZ Limited is committed to protecting your personal information and agrees to handle your personal information in compliance with New Zealand privacy laws. Generally, *Destination Waiheke Island NZ Limited* will only disclose your personal information to third party recipients in connection with facilitation of your booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to a recipient in connection with your booking, you agree that we will not be required to ensure the recipient's compliance with New Zealand privacy laws or otherwise accountable for how the recipient handles your personal information.

Destination Waiheke Island NZ Limited reserves the right to use any photograph/video taken at any event organised by us, without the expressed written permission of those included within the photograph/video. *Destination Waiheke Island NZ Limited* may use the photograph/video in publications or social media, used by us.

To ensure the privacy of individuals and children, images will not be identified using full names or personal identifying information without written approval from the photographed subject, parent or legal guardian

A person attending a *Destination Waiheke Island NZ Limited* event who does not wish to have their image recorded for distribution should make their wishes known to the event organizer, and/or contact us in writing of his/her intentions and include a photograph. *Destination Waiheke Island NZ Limited* will use the photo for identification purposes and will hold it in confidence.

By participating in a *Destination Waiheke Island NZ Limited* event or by failing to notify us, in writing, your desire to not have your photograph used by us, you are agreeing to release, defend, hold harmless and indemnify *Destination Waiheke Island NZ Limited* from any and all claims involving the use of your picture or likeness.

Any person or organization not affiliated with *Destination Waiheke Island NZ Limited* may not use, copy, alter or modify *Destination Waiheke Island NZ Limited* photographs, graphics, videography or other, similar reproductions or recordings without the advance written permission of an authorized designee from *Destination Waiheke Island NZ Limited* .

13. Governing law

If any dispute arises in relation to the agreement between you and *Destination Waiheke Island NZ Limited* as constituted by these terms and conditions or otherwise, the laws of New Zealand will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Zealand and waive any right that you may have to object to an action being brought in any other court.

14. Monies not held on trust

All monies paid by you to us will be the property of *Destination Waiheke Island NZ Limited* and will be a debt due and payable to the third party service provider(s) once the services to which the money relates have been provided. You agree and acknowledge that such monies will not be held by *Destination Waiheke Island NZ Limited* on trust for and on behalf of you and *Destination Waiheke Island NZ Limited* may hold such monies in any account as it sees fit, including with its own and/or other customer monies.

15. Authority

By confirming your booking you warrant and undertake that you are duly authorised to bind the Organisation and all guests who will be attending.