



Terms and Conditions

WHEN BOOKING WITH NGAMIHI LODGE LIMITED

CONTRACT

The contract of hire ("the contract") is made between the Guest and Ngamihi Lodge Limited ("Ngamihi Lodge"), the owner of Ngamihi Lodge on Okareka ("the home"). The term "guest" includes the person signing the contract and all those people staying with the guest at the home and any invitees of the guest.

FIRST PAYMENT

Bookings will not be confirmed by Ngamihi Lodge until the 50% deposit payment is received by Ngamihi Lodge. If the booking is made within 30 days of the commencement of the stay the full amount payable for the stay is required to confirm the booking.

BALANCE OF PAYMENT

The full amount owing on the booking is due 30 days prior to the date of commencement of the stay. Where full payment has not been received by 14 days prior to the start of the stay Ngamihi Lodge reserves the right to cancel the holiday and let the home to another person.

MANDATORY CREDIT CARD AND DECLARATION

For all bookings a credit card must be lodged and the declaration signed or acceptance box ticked before any booking can be confirmed. This declares that the guest is responsible for any costs incurred or damage caused to the home or its contents by the guest during the term of their stay. A bond of \$2000.00 may be lodged but does not in any way indicate a maximum amount of liability if damage or costs incurred should exceed the sum of \$2000.00.

GOODS AND SERVICES TAX

Goods and Services Tax ("GST") is payable on the total cost and is set out on Ngamihi Lodge tax invoice.

BOOKING CONFIRMATION

Upon Ngamihi Lodge despatching a confirmation to the guest, the guest is responsible for the full price of the home and all extras as shown on the confirmation.

CHANGES TO THE BOOKINGS

After despatch of the confirmation Ngamihi Lodge is unable to accept changes to the booking. Alteration to bookings made after payment of the deposit but before payment of the balance will incur forfeiture of the deposit paid. At the sole discretion of Ngamihi Lodge, if one booking is cancelled but another one booked, the deposit may be transferred to the new booking. Please note that any changes to confirmed bookings will incur an administration fee of \$35 plus GST.

CANCELLATIONS

Cancellations made outside 30 days prior to the date of the commencement of the stay for any reason will forfeit the deposit but the guest will not be held liable for the balance of hire provided that written notice of the cancellation is received by Ngamihi Lodge prior to 30 days. Cancellations made within 30 days of the commencement of the holiday will be liable for the payment of the full cost of the booked stay. Any deposit paid shall be taken into account by Ngamihi Lodge. Ngamihi Lodge recommends that the guest take out Cancellation Protection Insurance.

ARRIVAL AND DEPARTURE TIMES

The home will be ready for occupancy at 2.00 pm on the day of arrival and must be vacated by 5.00 pm, or by arrangement, on the day of departure.

Upon receipt of full payment for the holiday Ngamihi Lodge will advise you of the contact details to arrange the key collection. Changes in arrival or departure time must be requested and approved by Ngamihi Lodge prior to occupation of the home.

SERVICES AND FEATURES

Where additional amenities such as boats, kayaks and the use of the lake are shown in the brochure as being available, the use of such additional amenities is entirely at the guest's risk. Ngamihi Lodge accepts no responsibility for any injury or loss to the guests or their belongings.

NO SMOKING

Ngamihi Lodge is a no smoking environment.

VEHICLE AND BELONGINGS

Ngamihi Lodge accepts no responsibility for any loss or damage to any car, its contents, or any baggage or personal belongings.

OCCUPANTS

The number of people occupying the home is, under no circumstances, to exceed the number of people shown on the confirmation. The contract may be terminated by Ngamihi Lodge if the guest number is exceeded, and within 24 hours of notification to the guest the number of guests has not been reduced to the stipulated number.

RESPONSIBILITIES OF THE GUEST

The guest is legally responsible for all breakages and damage that may occur during the holiday and any cost of repair or replacement is refundable to Ngamihi Lodge. Any damage or breakage must be reported to Ngamihi Lodge immediately.

All additional charges will incur an additional 5% administration fee.

PROCEDURE FOR COMPLAINTS

In the event of the guest not being entirely satisfied with the home they should contact Ngamihi Lodge immediately. If the guest is still not satisfied that the matter has been resolved they must put their complaint in writing to Ngamihi Lodge within 14 days of the end of their holiday. In the event that the guest does not adhere strictly to these procedures, Ngamihi Lodge will not entertain any claims arising from the guest's grievance.

HOLIDAY AVAILABILITY

Ngamihi Lodge accepts no responsibility in respect of the home and its facilities as stated in the confirmation due to events arising beyond the control of Ngamihi Lodge, which render the home uninhabitable (e.g. Flood, fire etc.). In those circumstances Ngamihi Lodge may be forced to cancel the

holiday booking. Ngamihi Lodge will refund in full all money paid to Ngamihi Lodge in respect of the holiday. The guest will have no further claims against Ngamihi Lodge.

Ngamihi Lodge is not responsible for non availability or early termination of the contract by reason of any event or matter of any type or nature whatsoever, without limitation, which is beyond its control.

AMENDMENTS OF CONDITIONS

All information contained in this website is believed to be correct at the time of printing. However, all details contained in the publication are subject to change without prior notice. Ngamihi Lodge accepts no responsibility for any alterations to the home's descriptions or occurrences beyond its control e.g. Damage caused by exceptional weather conditions, breakdown of appliances, wiring or plumbing, invasion of pests or negligence on the part of the owner causing loss, accident or injury.

INSURANCE

The guest covenants on behalf of himself/herself and all their guests staying at the home that nothing will be done by them which would in any way invalidate or adversely affect the validity or viability of any insurance policy maintained by the owner.

RISK

The guest warrants Ngamihi Lodge that he/she has agreed to this contract based upon his/her own judgement and accepts that such property is suitable in all respects for the guests needs.

THE CONSUMER GUARANTEES ACT 1993

If the home is being used by the guest for business purposes as defined in the Consumer Guarantees Act 1993, then pursuant to the provisions of Section 43 of the Consumer Guarantees Act 1993 the terms and guarantees of the Consumer Guarantees Act 1993 do not apply to this transaction.
