

Booking Terms and Conditions

Welcome

1. By making a booking request through us, Twizel Getaways Limited ("TGL"), whether through our website, by email, telephone or through any third-party, you (the "Guest") agree to be bound by these terms and conditions ("Booking Terms"), and any other policies, rules or guidelines that we may bring to your attention at the time of booking.
2. Any reference to the "Property" refers to the property in the booking confirmation, or any alternative property provided by TGL for your stay.
3. Any reference to "we", "us", "our" or "TGL" refers to Twizel Getaways Limited.
4. Any reference to "you", "your" or "Guest" specifically refers to the person named on the booking confirmation and who is responsible for all persons present at the Property during the booking.
5. Any reference to "guests" refers the Guest and any person staying at, or present at the Property during the booking, whether that person is an authorised guest or not.

Booking Terms

6. The key terms of each booking are as follows:
 - (a) these Booking Terms;
 - (b) the dates (and time periods) for a booking during which you will be entitled to use the Property (the "Holiday Period");
 - (c) any details, conditions and restrictions notified to you during the booking process, such as the details contained on our website and maximum number of people ("Booking Details"); and
 - (d) the charges payable by you to TGL.

Making your booking

7. To be eligible to make a booking:
 - (a) you must be at least 20 years of age and have the legal capacity to enter into this agreement;
 - (b) you must provide to TGL your full name, telephone number, email address and any other information (including a copy of your driver's licence, government issued identity or passport if requested) and any other reasonable information requested by TGL in order to process your booking and confirm your identity; and
 - (c) you must provide a valid payment option of a type accepted by us.

Charges and Payment

8. All fees and charges in relation to a booking are due in full at the time the booking is made, all other charges are due at the time specified in these Booking Terms or at the direction of TGL.
9. A compulsory cleaning fee is charged by TGL for all bookings and will be included in the amount due to secure the booking.
10. No keys will be issued for the Property until payment is received.
11. All prices advertised directly by TGL on its website are advertised in New Zealand Dollars (NZD).
12. If you are paying from an overseas bank account a \$30.00NZD transaction fee will apply.
13. Bank deposits can take upwards of 48 hours to be processed. If the Guests pays in this manner, a confirmation of deposit to TGL must be supplied.
14. Receipts for any payment made to TGL can be supplied upon request.
15. Payments are to be made to:
Twizel Getaways Limited
06 0869 0895074 01
ANZ Bank

Confirming the booking

16. The properties advertised by TGL are an offer made by TGL to any prospective guest. By submitting a booking with us you are accepting that offer and entering into a binding agreement with TGL where you undertake to make all required payments for the booking, and accept and agree to be bound by these Booking Terms.
17. You are responsible for ensuring the accuracy of the Booking Details.
18. If after making the booking you think there are any errors with the booking, please notify us within 24 hours of receipt of your booking confirmation. If we do not hear from you within 24 hours of sending the booking confirmation, TGL are entitled to rely on those details as being true and correct.

Contact Details

19. If at any time you need to contact TGL, the relevant details are as follows:

Twizel Getaways Limited
c/o– Jordan Heremaia
Phone: +64 279403685
Post address: PO Box 269, Twizel 7944
Email: Twizelgetaways@gmail.com
Website: www.twizelgetaways.com

Pricing errors found after a booking confirmation

20. If we send a booking confirmation where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel the booking and refund you any sums you have paid to us.

Interest for non-payment or late payment

21. If you do not make full payment to us by the date that any payment is due, we may charge interest on the overdue amount at a rate of 4%pa above the Westpac New Zealand Limited 90-day bank bill rate from time to time (but at a rate of 4%pa when that base rate is below 0%). This interest will accrue on a daily basis from the due date until the overdue amount is paid together with any interest charged under this term.

During your stay

22. Check In/Out
- (a) Check in is any time after 3:00pm on the day of your booking.
 - (b) Check out is 10:00am on the final day of your booking.
 - (c) If an earlier check in or later check out time is required, please contact TGL to make this enquiry. Requests for early check in or late check out must be made at least 7 days before your stay.
 - (d) While TGL will endeavor to accommodate a request, this may not be possible during busy times of the year and will at all times be subject to other guest bookings.
 - (e) Failure to check out on time will result in additional charges which will be set at the sole discretion of TGL.
 - (f) If you anticipate a late arrival, you are invited to contact TGL so we can arrange for curtains to be shut and lights left on at the Property to make your arrival as easy as possible.
23. Maximum number of guests
- (a) The properties of TGL are located in the Mackenzie District and the Mackenzie District Council has strict limitations on occupancy at holiday houses. Accordingly, each property has specific maximum number of persons who may stay at the Property. This will be clearly stated in the relevant property listing and no more than the maximum number of people specified may stay at the Property, regardless of the number of beds available at the Property.
 - (b) If you are found to have exceeded the maximum number of guests, additional charges will apply.
 - (c) Pitching tents and the use of caravans and/or motor homes is not permitted on any property.
 - (d) Infants (0–1) are not included in the maximum number of persons staying at a property.
24. House Rules
- (a) TGL does not allow smoking or vaping inside any of the Properties. If smoking or vaping occurs within the Property a \$150.00 professional cleaning fee will be charged.
 - (b) No pets are allowed at any TGL properties. If you require an animal for any purpose, please contact TGL at least 48 hours prior to your arrival to discuss.
 - (c) No items are to be removed from the Property.
 - (d) Noisy events, parties or gatherings are not permitted and there is to be no loud noise after 10:00pm. If a complaint is received, TGL will investigate and reserves the right to evict all guests from the Property.
 - (e) All rubbish and recycling is to be disposed of correctly (see clause 25. below).
 - (f) TGL provides a further set of House Rules in each property which are located in a black folder. The house rules contained in each property form part of these Booking Terms.
 - (g) Failure to comply with the House Rules or the Booking Terms can result you being evicted from the Property

25. Rubbish
- (a) The Mackenzie District Council has a very strict rubbish collection policy. Three (3) rubbish bins are provided at each Property. Please ensure that you have disposed of your rubbish correctly before your departure.
 - (i) Red wheelie bin– General Rubbish
 - (ii) Yellow wheelie bin– Recyclables –NOT GLASS
 - (iii) Blue bin– Glass only
 - (b) The Red and Yellow bins are collected on alternating weeks. The Blue glass bin is collected weekly.
 - (c) The Guest is responsible for ensuring that the bins are placed out on the footpath directly outside the Property if a collection day falls during their stay. There will be a note supplied by TGL with a reminder if a collection days falls during your stay.
26. Faults/call outs
- (a) TGL does not guarantee that any amenities or services provided at the Property will be continuous or fault free. We endeavor to repair or replace any faulty items before any guests arrive, however given the limited services available in Twizel this may not always be possible and some services advertised may not be available during your stay. TGL will endeavor to contact you prior to your stay if this is the case.
 - (b) TGL reserves the right to charge a \$100.00 fee for any callout to the Property between the hours of 6:00pm to 8:00am, Sunday to Monday unless TGL deems the guest not liable. This fee is to be paid in full prior to your departure.
 - (c) Any faults or the absence of any amenities or services that do not prevent the Guest from being able to safely occupy the Property do not entitle the Guest to a discount or any refund.
 - (d) Any faults or the absence of any amenities or services that prevent the Guest from being able to safely occupy the Property will be dealt with in accordance with clause 44.
27. Damage
- (a) Any damage caused or noticed during your stay must be immediately reported to TGL.
 - (b) If you notice pre-existing damage on your arrival, please document this by photograph and report to TGL immediately.
 - (c) We realise that accidents do happen. However, the Guest is liable for any damage to any property or contents of the Property that occurred during your stay.
 - (d) You are required to pay for any damage within five (5) days of departing the Property.
 - (e) Where you are liable to us for any loss or damage, you authorise us to take payment of such amounts using any payment method you have provided us.
 - (f) You will not be liable for damage arising from fair wear and tear. However, you must still report damage of this type to TGL immediately, and TGL will assess and determine whether the damage constitutes fair wear and tear based on its previous inspections of the Property and the newly reported damage.
28. Your responsibilities and warranties
- You must:**
- (a) ensure that all information provided to TGL is true, accurate, current and complete.
 - (b) accept responsibility for all transactions made under your name in connection with the booking.
 - (c) be present at the Property throughout the stay, meaning you must not make booking on behalf of another group, unless agreed to in writing by us.
 - (d) warrant to us, unless we have agreed otherwise in writing, that the number of people, adults and children occupying the Property will not exceed the numbers stated in the booking confirmation;
 - (e) ensure that any keys released to you are returned to the lockbox at the end of your stay, or returned to TGL directly if instructed to do so. The Guest will be charged a fee for replacing any lost key or keys, the cost of which shall be determined by TGL at its sole discretion.
- you must not:**
- (f) allow any person other than you and your guests to use the facilities or amenities of the Property;
 - (g) arrange for additional visitors to come to the Property or hold events (such as parties, celebrations or meetings) at the Property;
 - (h) cut keys or clone remote controls for the Property;
 - (i) do anything that could invalidate the insurance policy for the Property;
 - (j) leave a fireplace, heater, element or oven unattended;
 - (k) sleep in beds without sheets;

- (l) move or rearrange any furniture;
- (m) participate in any illegal, dangerous, offensive, inappropriate, violent, or anti-social behaviour; or
- (n) allow any person to smoke on the Property.

29. Responsibility for your guests

- (a) You must ensure that all your guests comply with all obligations and restrictions in relation to the Property.
- (b) If you are not at the Property at any time during the Holiday Period, you will still be responsible for all your obligations under these Booking Terms as well as for the guests staying at the Property and the things they do (and do not do).

30. Cleaning

- (a) A compulsory cleaning fee will be added to your booking confirmation. This includes the supply of all linen.
- (b) On your departure you must leave the Property, including the BBQ (if any) and outside area clean and tidy.
- (c) We inspect the Property on the day of departure and reserve the right to charge you for any damage or excessive cleaning needed to get the Property up to standard for the next guests.
- (d) The Guest is required to keep the Property and all furniture, utensils, equipment, fixtures and fittings in or on the Property in the same state of repair, condition, order and cleanliness as it was found at the start of the Holiday Period.
- (e) A light clean can be requested from TGL during your stay for an additional fee of \$60. This includes;
 - (i) The resupply of towels, face cloths, bathmats, hand towels and complimentaries,
 - (ii) rubbish removal
 - (iii) vacuuming of the Property, and
 - (iv) a standard clean of the kitchen and bathroom areas.
- (f) The additional clean must be requested to TGL with no less than 12 hours' notice and the additional fee must be paid in full prior to your departure.

Access

- 31. In the event the Property requires maintenance or repair, or TGL requires access to the Property for any other reason, TGL will make all reasonable endeavors to ensure that this occurs at a time where there are no guest bookings at the Property.
- 32. However, if this is not practicable or reasonable or any maintenance or repair is necessary to prevent further damage occurring to the Property, the Guest will allow TGL or any agent or representative including any tradesperson to access the Property at any reasonable time, provided the Guest is given reasonable advance notice (except where access is required due to an emergency, for example, if repairs need to be carried out, or TGL becomes aware, or has reasonable suspicion, that you have breached, or will breach, the Booking Terms).

Confidentiality

- 33. You will keep the location of all keys/access cards or access codes for the Property confidential and return all keys or other access mechanisms at the end of your Holiday Period to the location specified in the booking confirmation or as we may otherwise advise you.

Our Responsibilities

- 34. TGL will:
 - (a) provide its services using reasonable care and skill;
 - (b) show all due consideration and respect to you and your guests including refraining from any dangerous, offensive, inappropriate, violent or anti-social behaviour towards you and your guests;
 - (c) comply with these Booking Terms;
 - (d) ensure that you have exclusive access to the Property for the entire Holiday Period;
 - (e) ensure that the Property is properly maintained and complies with all applicable laws and regulations, in particular, relating to fire, health, safety, utilities and planning;
 - (f) respond to queries, complaints and problems which arise during or after the Holiday Period and use reasonable efforts to resolve them;
 - (g) Use reasonable efforts to contact you if we discover a serious mistake or error relating to the descriptions or details of the Property or Booking Details that relates to a booking that you have already made.

Rights to amend booking after a booking confirmation

35. If you would like to amend the booking after the booking confirmation has been made, please email TGL directly.
36. If your request to amend the booking is accepted, there may be additional charges or costs you must pay.
37. TGL has no obligation in relation to any amendment until all amounts owing to TGL are paid in full.

Booking Cancellation by Guest

38. You may immediately end the booking at any time. However, you will only be entitled to a full or partial refund in the prescribed circumstances:
 - (a) You will be entitled to a full refund of the booking fee if;
 - (i) Your cancellation occurs within 48 hours of making the booking, provided the check-in date is not less than 14 days away.
 - (ii) If TGL has committed a serious breach of its obligations to you as set out in these Booking Terms which, if remediable, have not been remedied within 24 hours; or
 - (iii) there is a material error in the charges or Booking Details.
 - (b) You will be entitled to a 50% refund of the booking fee if;
 - (i) Your cancellation occurs at least 72 hours prior to the check-in date.
 - (c) You will not be entitled to a refund if;
 - (i) Your cancellation occurs within 72 hours of the check-in date.

Booking Cancellation by TGL

39. TGL may cancel the booking under any of the following circumstances:
 - (a) The Guest does not make any payment when it is due, or, if payment fails for any reason and the Guest does not rectify the issue in reasonable time;
 - (b) The Guest does not, within a reasonable time of TGL asking, provide any information that is necessary for TGL to provide its services;
 - (c) You fail, or we reasonably believe that you will fail to perform or comply with any of your obligations in these Booking Terms (and we consider that cancellation is appropriate in all the circumstances.);
 - (d) We reasonably believe, or are aware that you have failed to comply with any obligations you had or have under any current or previous booking with TGL (and we consider that cancellation is appropriate in all the circumstances);
 - (e) Any information, details or documentation provided by the Guest are found to be fraudulent, false or intentionally misleading;
 - (f) We reasonably believe that you have behaved in an inappropriate, or unlawful manner to us, our staff, any agent or representative of TGL or any neighbour of the Property;
 - (g) We reasonably believe the booking is not legitimate;
 - (h) In any case where you or any other guests are evicted from the Property.
40. Under no circumstances will the Guest hold liable, or TGL assume liability, for any costs or expenses that arise from a cancellation made by either party under any circumstances, including but not limited to cost of finding any alternative accommodation or making alternative travel arrangements.

Cleaning fee refunds

41. A refund of the compulsory cleaning fee will be made for all cancellations that occur prior to the check in date.
42. If the refund requires a transfer of funds overseas and a transaction charge or other fee is incurred by TGL, the Guest agrees to TGL retaining a portion of the cleaning fee to cover the charge or fee.

Force Majeure leading to cancellation

43. Force Majeure means an event or circumstance beyond TGL's or the Guest's reasonable control and includes but is not limited to; any law change, guidance or action taken or given by a local, territorial, national body or government or other public authority or any consequences of them; a fire or accident; an epidemic or pandemic; an act of God, flood, adverse weather conditions or other natural disaster, or any other event of any nature which prevents or is likely to prevent:
 - (a) You and your guests from staying at the Property for some or all of the Holiday Period; or
 - (b) TGL from complying with its obligations under the booking.
44. If a Force Majeure event occurs happens, the Guest may select one of the following alternative options:

- (a) Alternative dates: TGL will try to arrange alternative dates for you and your guests at the same Property. We will always get your approval in advance of arranging any alternative accommodation and notify you of any additional costs; or
 - (b) Alternative accommodation: TGL will try to arrange alternative accommodation for you and your guests of an equivalent type, standard, price and in a similar location. If the alternative accommodation is advertised at a lower price, you will be issued a refund of the difference. If the alternative accommodation is advertised as a higher price, you will have to pay the difference in the increase. We will always get your approval in advance of arranging any alternative accommodation and notify you of the additional costs.
45. After providing you with your preferred option under paragraph 44, we have no further responsibility to you in relation to your original booking.
46. If neither of the alternative options are suitable or acceptable to the Guest or able to be offered by TGL for whatever reason the booking will be cancelled, and a refund will be issued.
47. Under no circumstances will the Guest hold TGL liable, or will TGL assume liability, for any costs or expenses that arise from a cancellation under this clause or the exercise of the alternative options, including but not limited to any costs of making alternative travel arrangements.

Property unavailable for any other reason

48. If the Property becomes unavailable prior to the Guests stay for any reason that does not constitute force Majeure, TGL still retains the right to cancel the booking.
49. If TGL cancels a booking under this clause, clause 44(a) to 47 will apply.

Cancellation

50. A booking is immediately terminated upon the cancelling party giving notice in writing.
51. When the booking ends or is ended during the Holiday Period you must:
- (a) leave the Property together with all guests as soon as possible;
 - (b) notify TGL that you and your guests have left the Property and, if relevant, the reasons for doing so; and
 - (c) return the keys/access cards to the location instructed by us.
52. If you leave the Property before the end of the Holiday Period of your own accord (and not due to an Unexpected Event or because you have ended the booking in accordance with your rights in these Booking Terms), no refund is available.

Limits of descriptions on the Website

53. Descriptions of the Property and the services provided by TGL and any ratings or reviews on our website or third-party websites are not advice or recommendations given by us. We do not independently verify reviews, accreditations, awards, star or other quality ratings provided. Such ratings are only there to give you a general idea of what level of quality you can expect from a particular Property. We are not responsible for inaccuracies or errors in these descriptions.

Services provided at the Property

54. Unfortunately, there may be times where some services, equipment or facilities (including amenities or attractions near-by) in relation to a Property which are detailed on our Website, may become unavailable or be restricted. Similarly, third-party events scheduled during the Holiday Period may be cancelled, postponed or altered. As this is outside of our control, we do not accept any responsibility for any changes, unavailability or restrictions of these things.
55. If the Property listing does not state that Wi-Fi is included, it is not. If the Property listing states that Wi-Fi is included then Wi-Fi should be available, however there is no guarantee as to the quality or speed of internet access.
56. We have no responsibility for internet or phone reception.

Disruptions and allergens

57. TGL is not responsible for sound, smell or disruption coming from neighbouring properties or surroundings.
58. TGL is also not responsible for any allergens that may be present at the Property (including as a result of a pet having stayed at the Property) and offers no guarantee that any property is free from any allergen.
59. While TGL has a no pet policy, the owners of each property are able to make use of their property as they so choose, and TGL is unable to restrict them from bringing animals onto their property. There may also be instances where service animals have stayed at the Property.

60. TGL does not keep records of instances where animals have stayed at the property and accepts no duty or liability to disclose information in that regard to you.

Liability

61. TGL does not exclude or limit in any way our responsibility to you where it would be unlawful to do so.
62. Apart from our responsibilities set out in these Booking Terms, to the fullest extent permitted under applicable law, TGL does not provide you any promises, warranties, conditions, or representations relating to any goods or services in relation to these Booking Terms or otherwise, whether express, implied, oral or written.
63. To the extent permitted by law our total liability to you for any breach of these Booking Terms, however that may arise, is limited to the total of the booking fee charged and paid by you.
64. You acknowledge that personal belongings and vehicles (together with their contents) belonging to you and your guests are left at the Property entirely at your and their own risk and:
65. TGL accepts no liability for any loss, damage or injury to you or your guests, or your or their personal property during the booking, except to the extent such loss, damage or injury is directly caused by the TGL or its agents or employees.

Complaints

66. If you have any complaint, please contact us promptly.
67. If the complaint relates to the physical Property rather than the services provided by TGL then you must provide us with full details of your complaint along with evidence of your complaint (including photographs).
68. Any refund or compensation offered as a result of a complaint or issue arising will be at the sole discretion of TGL.

Other Important Terms

69. You agree to receive communications from us electronically and that electronic communications satisfy any legal requirement for communications to be in writing. Where these Booking Terms say something is 'in writing' or similar, it includes by email.
70. We may transfer our rights and obligations under any booking to any person and you agree that where we do so, that person, and not us, will be responsible for exercising our rights and performing our obligations under these Booking Terms from the date of transfer.
71. You may not transfer a booking (or any rights or obligations under a booking) to another person.
72. These Booking Terms are governed by New Zealand law.
73. You can only bring proceedings in relation to these Booking Terms in the New Zealand courts.
74. You have certain legal rights as a consumer under the law in New Zealand (including the Consumer Guarantees Act 1986) and nothing in these Terms affects those legal rights.
75. If any provision of these terms is prohibited by law or judged by a court to be unlawful, void or unenforceable, the parties nevertheless agree that the Court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect.
76. TGL reserves the right to update or make changes to these Booking Terms from time to time. The Booking Terms that apply to any guest are those terms which are in use and given by TGL at the time the booking is confirmed.
77. The Property may only be used for the purpose of private accommodation for you and your guests and will not be used for any other purpose including any commercial or business purpose.