

# PEAK VIEW RETREAT

## TERMS AND CONDITIONS

### 1. GENERAL

1. In these Terms:

(a) **Agreement** means a Peak View Retreat accommodation booking together with these Terms.

(b) **Activity** means an activity to be provided to you by a third party vendor.

(c) **Arrival** means the date you are due to arrive at Peak View Retreat.

(d) **Customer** or **You** means the person booking accommodation.

(e) **Booking** means a booking for accommodation at Peak View Retreat.

(f) **Peak View, We** or **Us** means the Carl and Natalia McAllansmith Partnership trading as Peak View Retreat and their successors and assigns.

(g) **Price** means the price you pay for your accommodation Booking, which is stated on the Website and includes Goods and Services Tax.

(h) **Terms** means these Terms and Conditions.

(i) **Website** means the [www.peakviewretreat.co.nz](http://www.peakviewretreat.co.nz) website operated by us.

### 2. BOOKINGS AND PAYMENTS

#### 2.1 Bookings:

Accommodation bookings are placed via the Website.

#### 2.2 Website payments:

Payments you make via the Website using your credit card are processed by Stripe and its global affiliates ("Stripe"). You agree to indemnify us against any default by your credit card company to make payment to us in full. This includes where chargebacks are applied to your payment.

#### 2.3 Deposits:

Bookings are subject to a deposit of 50% of the Price, payable at the time of booking, and a security deposit of \$1000, which is taken from your credit card before Arrival.

#### 2.4 Balance:

The balance of the Price will be payable 60 days before Arrival.

### **2.5 Recovery costs:**

You indemnify us against all loss, costs and expenses, including legal costs on a solicitor/client basis, which we may suffer or incur as a result of any failure by you to make due and punctual payment.

## **3. CANCELLATION AND REFUND POLICY**

### **3.1 Cancellations by you:**

You may cancel a Booking by emailing us. The Price will be refundable as follows, less the deposit referred to in clause 3.3:

(a) Cancellation 60 days or less before the date of Arrival – 0% refund and any unpaid balance will be deducted in accordance with clause 2.4.

(b) Cancellation more than 60 days before the date of Arrival – 50% refund of pre payments (if you have paid 50% then we retain 25% and refund the rest to you).

### **3.2 No other refunds:**

Other than as stated above, we do not cancel Bookings or provide refunds except as required by law. For the avoidance of doubt, where your Arrival is to be delayed due to a temporary road closure this does not entitle you to cancel your Booking and receive a full refund.

### **3.3 Cancellations by us:**

If we cannot proceed with your Booking (for any reason including due to pandemic restrictions or weather events), we will notify you as early as possible and either reschedule the Booking or offer you a refund if you cannot attend on the rescheduled date.

## **4. ACTIVITIES**

### **4.1 Orders and payments:**

On your request we may book an Activity on your behalf. You will pay us, and we will pass those payments on to the Activity vendor.

### **4.2 No liability:**

We will not be liable for any losses you may suffer in connection with an Activity, and you agree to deal directly with the Activity vendor where any issues arise.

## **5. GIFT VOUCHERS**

### **5.1 Purchase:**

You may purchase a gift voucher via the Website and following payment we will provide you with a redemption code. Vouchers will be valid for 24 months from the date of purchase, are non-refundable and cannot be exchanged for cash.

## **5.2 Redemption:**

Vouchers can only be redeemed for accommodation Bookings via the Website. Bookings must be for Arrival within 24 months of purchase.

## **6. DISCLAIMERS AND LIABILITY**

### **6.1 Consumer Guarantees Act:**

As a consumer, you have certain rights under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986. Those rights apply alongside these Terms and are not affected by anything in this clause.

### **6.2 Safety:**

(a) You acknowledge that Peak View Retreat is an adults-only retreat and is not safe for children. Infants who are not crawling or walking can be accommodated.

(b) You acknowledge that you take full responsibility for your own health and safety. If you participate in an Activity you will comply with all relevant requests and directions.

(c) If you are affected by any condition, medical or otherwise, or have any special needs, these must be brought to our attention at the time you book.

(d) We do not take responsibility for loss or damage to your personal property and recommend that you do not bring any valuables to Peak View Retreat, and obtain travel insurance.

## **7. GENERAL**

### **7.1 Compliance:**

You agree to comply with our house rules including (but not limited to): no pets; no smoking; no parties or events.

### **7.2 Images release:**

We may seek your consent to use images or videos that include you (for example participating in an Activity) for the promotion of our business. We will not use any images or videos without your written consent.

### **7.3 Events outside our control:**

If any cause beyond the reasonable control of Peak View including but not limited to order of a government or other authority, strike, lockout, labour dispute, delays in transit, difficulty in procuring components or ingredients, embargo, accident, emergency, inclement weather, natural event or other contingency interferes with delivery by Peak View or with the performance by Peak View or any of its obligations under this Agreement then Peak View may at its sole discretion suspend its performance of any such obligation or cancel this Agreement and will not be liable to the Customer in any respect.

**7.4 Severability:**

If any clause or provision of this Agreement is held illegal or unenforceable by any judgment of any Court or Tribunal having competent jurisdiction, such judgment will not affect the remaining provisions of this Agreement which will remain in full force and effect as if such clause or provision held to be illegal or unenforceable had not been included.

**7.5 Variation to Terms:**

We may vary or replace these Terms from time to time by publication on our Website.

**7.6 Waiver:**

This Agreement remains in force notwithstanding any neglect, forbearance or delay in enforcement. We may only waive a term or condition in writing, and such waiver will only apply to the particular transaction to which it refers.

**7.7 Privacy Policy:**

Any personal information collected by us in connection with this Agreement will only be used or disclosed for the purposes of ensuring performance of this Agreement and any future like arrangement or arrangements. This may include disclosure within our organisation and to other parties involved in delivery of our services. We agree to comply with relevant privacy laws in respect of any personal information collected in connection with the supply of the goods and services and any future like arrangement or arrangements. Because we use Stripe to process payments you consent to and understand that your personal information may be sent to Stripe, and may be transferred, processed and stored outside of New Zealand.

**7.8 Electronic Communications:**

You consent to receive commercial electronic messages from us. If you wish to opt out of receiving these messages please use the "unsubscribe" function and we will remove you from the mailing list.

**7.9 Governing law and jurisdiction:**

This Agreement is governed by and construed in accordance with the laws of New Zealand in English, and each of the parties submits to the non-exclusive jurisdiction of the courts of New Zealand.