

Terms and Conditions: Kiwi Caravan Experience Ltd

1. Booking and Acceptance

- 1.1 By making a Booking with us for a Kiwi Caravan Experience, you agree that these Terms and Conditions apply to that Booking.
- 1.2 You agree to comply with all Terms and Conditions, including (but not limited to) payment of all amounts when due. You also agree to be bound by our Cancellation Policy.
- 1.3 You warrant that all information provided in your Booking is true, accurate and complete in all material respects.
- 1.4 You warrant that you are at least 25 years of age and possess the legal authority to enter into this agreement.
- 1.5 Your Booking is not transferable to another person.

2. Payment of Price and Bond

- 2.1 At the time of your Booking, payment of the Price of your Kiwi Caravan Experience must be made in full by credit card or via Stripe. Once your Booking has been made and we have received your payment, you will receive an email confirming your Booking and giving you a reference number.
- 2.2 Unless otherwise stated all prices shown on our Website are in New Zealand dollars and include New Zealand GST.
- 2.3 At the time of your Booking or at any time prior to your Arrival Date, we may require you to pay, or authorise payment of, a Bond. Payment of the Bond may be made by way of cash, credit card or Paypal bond facility. You agree to do all things necessary to arrange payment of a Bond and you authorise us or agree to authorise us to debit your credit card or Paypal account for the purposes of payment of the Bond where those facilities are available.

3. Booking with Regional Park

- 3.1 You acknowledge and agree that you are responsible to make your own campsite booking in relation to the Park with Auckland Council. If you do not make this booking, you will not be able to stay at the Park. You must visit the Auckland Council website (link is available on our Website page as well as in our Booking confirmation email) and book to stay at the following Park campground:
 - (a) the Shakespear – Te Haruhi Bay campground (a minimum of two (2) nights)
- 3.2 You acknowledge and agree that you will book at Te Haruhi Bay campground in Shakespear Regional Park, and must stay a minimum of two (2) nights.
- 3.3 Please note that bookings at the Park can only be made six (6) months in advance in accordance with Auckland Council's park policy.
- 3.4 You agree to email us a copy of your Park booking confirmation once you have made and confirmed your Park booking. You also agree and undertake to provide us with a copy of the gate code for your Park booking as soon as practicable (and in any event not later than one day prior to your Arrival Date).
- 3.5 You acknowledge that if you do not provide us with a copy of your Park booking confirmation and the gate code we may not be able to access and/or complete set up of the Caravan at the Site.
- 3.6 In the event that you fail to make a booking at the Park with Auckland Council and/or we are unable to access the Park and your Site in order to set up the Caravan due to your not booking with Auckland Park and/or not providing us with the gate code with sufficient time then we are under no obligation to compensate you or to provide you with a refund.
- 3.7 You agree that we will not be liable to you for any loss or damage caused to you or sustained by reason of you failing to provide us with a copy of your Park booking confirmation and/or the gate code.

- 3.8 In the unlikely event that you make a Booking with us but there are no sites available at the Park then we will happily transfer your Booking to different dates of your choosing provided those dates are for equivalent rates and provided that your request for a transfer of dates is received by us within five working days of you completing your Booking with us. To change a Booking because there are no sites available, you must first check availability with us and also check that the same rates apply to your intended dates. If there are no sites available at the Park and you make a request for a transfer later than five working days from the date of Booking, then any transfer will be in our sole discretion and otherwise our Cancellation Policy will apply.

4. Arrival and Departure

- 4.1 You may check in at the Caravan at any time from 1:00pm on the Arrival Date. Please let us know the expected time of your arrival on the Arrival Date so that we can welcome you and provide you with access to the Caravan. The check in time in respect of the Park is any time from 11:00am on your Arrival Date so you are free to arrive at the Park from this time onwards (but you may not be able to check in at the Caravan before 1:00pm).
- 4.2 Please ensure you arrive for check in before 9:00pm on the Arrival Date when the Park gate closes for the night (time may change depending on the season).
- 4.3 Check out is at 10:30am at the latest on your Departure Date. Please read and follow the instructions in the Manual in relation to check out. Check out time for the Park is by 11:00am on your Departure Date.

5. Your Obligations

- 5.1 You agree and undertake:
- (a) To comply with all reasonable instructions in our Manual;
 - (b) To comply with all conditions, codes, rules, regulations, bylaws, obligations and requirements of Auckland Council including the Auckland Council Regional Parks Codes and Conditions and bookings terms and conditions (available on the Auckland Council website), the conditions of use set out in the Auckland Council bylaws including the Public Safety and Nuisance Bylaw 2013, the Animal Management Bylaw 2015 and the Trading and Events in Public Places Bylaw 215 and the conditions set out in the Regional Parks Management Plan 2010;
 - (c) Not to move, relocate or change the position of the Caravan;
 - (d) Not to cause any damage to the Caravan or to any items on or inside the Caravan or provided for your use as part of the Kiwi Caravan Experience;
 - (e) Not to smoke legal or illegal substances in or around the Caravan. The Park is smoke-free; and
 - (f) To provide us with a copy of your confirmation email from Auckland Council on booking and your gate code for entry to the Park (and in any event to provide this not later than 1 day prior to your Arrival Date).
- 5.2 As the Caravan is designed for no more than two occupants, you may only have two occupants stay in the Caravan. The names of the two occupants (or the one occupant) must be provided to us when you complete your Booking.
- 5.3 You will be responsible for your own food. There will be a water supply in the Caravan as well as tea and coffee facilities.
- 5.4 The Park is rubbish free. Please either take all your rubbish and recycling with you when you depart or place it in the rubbish bin provided in the Caravan.
- 5.5 Please note that the visible and excessive consumption of alcohol at the Park is prohibited by Auckland Council.

6. Use of Caravan

- 6.1 You agree to treat the Caravan and all items on or within the Caravan with respect and to look after them carefully.
- 6.2 You acknowledge and agree that extended stays may attract additional servicing of the Caravan including, but not limited to, gas, water, toilet system and paper and supply re-stocking. In the event that the black water and/or waste water systems become full, you should contact us directly to arrange servicing as soon as practicable.
- 6.3 The shower system in the Caravan is designed for limited capacity and use only.
- 6.4 The toilet system in the Caravan is designed for limited capacity and use only. During the daytime we ask that you please use the toilet facilities provided at the Park. Ideally the toilet system in the Caravan should only be used during the night-time and for urine only. Please do not deposit any other substances or materials in the Caravan toileting system.
- 6.5 Unfortunately we are not able to accommodate any pets at the Caravan (and animals are prohibited at the Park).

7. Caravan Site

- 7.1 We will use our best endeavours to secure your preferred site and Caravan orientation at the Park.
- 7.2 We are, however, not able to guarantee you a particular site and orientation at the Park. The sites in the Park are occupied on a "first in, first served" basis and Auckland Council will not reserve particular sites.

8. Cancellations and Booking Changes

- 8.1 We understand that in some circumstances you may have to cancel your Booking. In the event that you have to cancel your Booking then the following cancellation policy will apply.
- (a) You must give us notice to cancel a booking (either in writing or by telephone).
 - (b) Cancellation with at least 4 weeks' notice of your Arrival Date – a full refund less a cancellation fee of \$30.
 - (c) Cancellation with at least 2 weeks' notice of your Arrival Date – a refund of 50% of your Booking Price less a cancellation fee of \$30.
 - (d) Cancellation with less than 2 weeks' notice of your Arrival Date – cancellation must be made no later than 14 days prior to Arrival Date otherwise we are unfortunately not able to provide any refund.
- 8.2 Where you have cancelled, we will endeavour to re-book the Caravan and, if successful, the Booking Price (or any balance of the Booking Price) will be refunded to you for every day that we are able to re-book the Caravan, less a cancellation fee of \$30.
- 8.3 If you unfortunately need to cancel your Booking then you will need to remember to also cancel your Park booking with Auckland Council. Auckland Council has its own cancellation policy for the Park which is available on the Auckland Council website.
- 8.4 Unfortunately we are not able to provide a refund or credit if you fail to advise any amendments to your Booking or if you fail to report at the Site for your Booking on the day and/or time you have booked.
- 8.5 We are also unable to refund due to bad weather or if you change your mind.
- 8.6 If you would like to reschedule a Booking, please get in touch with us. We are happy to reschedule your Booking (depending on availability and that there is no increase in rates) at no charge provided that you give us at least 4 weeks' notice before your Arrival Date. If you give us less than 4 weeks' notice, then any rescheduling is in our sole discretion and otherwise the cancellation process in clause 8.1 will apply.

9. Errors or Omissions

- 9.1 If we make any errors or omissions, whether in computation or otherwise in any price quote, acknowledgement or invoice, then these are subject to correction.

10. Warranties and Liability

- 10.1 There are some laws, including the Consumer Guarantees Act 1993, Contract and Commercial Law Act 2017, the Fair Trading Act 1986 and other statutes or laws that may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the lesser of the minimum extent required by the relevant statute or the Booking Price paid for your Booking.
- 10.2 Except as otherwise provided by clause 10.1, we shall not be liable for any loss or damage of any kind whatsoever, arising from the Booking, your Kiwi Caravan Experience and any other services provided by us to you in relation to your Booking, including consequential indirect or special damage or loss whether suffered or incurred by you or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the Booking and the Kiwi Caravan Experience provided by us to you.
- 10.3 You acknowledge that if you have made the Booking for business purposes in terms of sections 2 and 43 of the Consumer Guarantees Act 1993 then you agree that the provisions of the Consumer Guarantees Act 1993 shall not apply to your Booking and the Kiwi Caravan Experience.
- 10.4 We will not be liable to you for any loss or damage arising out of or in connection with any delay or failure to provide the Kiwi Caravan Experience to you where such delay or failure is caused directly or indirectly from causes beyond our control (including access issues to the Park).
- 10.5 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Booking or the Kiwi Caravan Experience.
- 10.6 Subject to clause 10.1, in the event that we are found liable, whether in contract or in tort or otherwise, for any loss, damage or injury arising directly or indirectly from your Booking and the Kiwi Caravan Experience provided by us or under these Terms and Conditions, our liability is limited to (at our option):
- (a) a replacement Kiwi Caravan Experience of comparable or superior quality; or
 - (b) damages not exceeding the Booking Price of your Booking for the Kiwi Caravan Experience.

11. Indemnity

- 11.1 You acknowledge that you are fully liable to us for any loss, damage and other monies owed to us, under these Terms and Conditions and we reserve the right to deduct charges from your credit card or from the Bond (if applicable).
- 11.2 You indemnify us and our officers, directors, agents, advisers and employees against any actions, proceedings, losses, damages, liabilities, claims, costs and expenses including fines, penalties, legal and other professional costs on a full indemnity basis that we or any of our officers, directors, agents, advisers or employees incurs or suffers as a direct or indirect result of:
- (a) the provision of the Kiwi Caravan Experience by us to you;
 - (b) any breach of these Terms and Conditions by you;
 - (c) where applicable, any claim being made against us by one of your customers in relation to our obligations under the Consumer Guarantees Act 1993 (if any).
- 11.3 You indemnify us and irrevocably authorise us to make a charge against your credit card and/or to deduct from the Bond an amount equivalent to the cost of any damage, loss or any other monies owed under these Terms and Conditions.
- 11.4 Any charge we make to your credit card and/or any deduction that we make to the Bond shall be without prejudice to any other rights we have under the Terms and Conditions or under law to pursue you for further loss or damage over and above the extent of the quantum of the credit card charges and/or bond facility and any such amounts shall be payable by you to us on demand.

- 11.5 Any amounts owed by you to us under the Booking and these Terms and Conditions may be passed on to an appropriate agency for collection (which may result in your credit rating being adversely affected).
- 11.6 Interest may be charged on any amount owing after the due date for payment at the rate of 2% per month or part month.
- 11.7 You shall pay all legal and other costs we incur (including legal costs on a solicitor-client basis) or which may be incurred in the recovery or attempted recovery of overdue amounts from you or in the enforcement or attempted enforcement of our rights under these Terms and Conditions.
- 11.8 You shall make all payments you owe to us without deduction, counterclaim or set-off.

12. Power to Revise Terms and Conditions

- 12.1 We may revise these Terms and Conditions at any time (and such revised Terms and Conditions will apply to any subsequent bookings).

13. Collection and Use of Your Personal Information

- 13.1 You authorise us to hold and use the information supplied by you when making your Booking for the purposes of processing and completing your Booking and providing the Kiwi Caravan Experience to you. You also agree that we may disclose your personal information to such third parties as we in our sole discretion deem necessary, for the purpose of providing the Kiwi Caravan Experience to you and recovering any debts owed to us by you. You are entitled to have access to the personal information held by us about you and to correct it from time to time.
- 13.2 You must enter all the information into the online Booking form in order for your Booking to be processed.
- 13.3 We do not sell or rent your personal information to third parties. We only release your personal information as specifically provided herein or otherwise in compliance with law.
- 13.4 We take all practicable steps to ensure that any personal information that we collect is securely protected. You authorise us to contact you by email or by phone in relation to any matters affecting your Booking.
- 13.5 If you are based in the European Union and you make a Booking for a Kiwi Caravan Experience then the General Data Protection Regulation ("GDPR") forms part of these Terms and Conditions and we are committed to complying with the GDPR when dealing with your personal information.

14. Insurance

- 14.1 You are responsible to purchase your own travel insurance.

15. Miscellaneous

- 15.1 These Terms and Conditions shall be binding on the legal representatives, assignees and successors of both parties.
- 15.2 If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.3 Any failure by us to enforce at any time or for any period any one or more of the provisions of these Terms and Conditions shall not be a waiver of those provisions or of our right at any time subsequently to enforce these Terms and Conditions or exercise any other right or power contained in these Terms and Conditions.
- 15.4 We may at any time assign our interest in and rights under these Terms and Conditions.
- 15.5 You consent to receiving email and other correspondence from time to time regarding the Kiwi Caravan Experience and other matters that we reasonably consider may be of interest to you.
- 15.6 The law of New Zealand shall apply to these Terms and Conditions.

16. Definitions

- 16.1 "Arrival Date" means the date of your intended arrival under your Booking
- 16.2 "Bond" means a bond in the sum of \$300.00 to cover:
- (a) any damage the Caravan by you;
 - (b) any damage to any items on or inside the Caravan or provided for your use as part of the Kiwi Caravan Experience; and
 - (c) any loss or damage caused by your breach of any of these Terms and Conditions.
- 16.3 "Booking" means the booking made by you through our Website for a Kiwi Caravan Experience with us and includes any changes to the booking that we have both agreed to.
- 16.4 "Cancellation Policy" means our cancellation policy set out in clause 8.
- 16.5 "Caravan" means the caravan accommodation which will be provided to you by us as part of the Kiwi Caravan Experience.
- 16.6 "Departure Date" means the date of your intended departure under your Booking
- 16.7 "Kiwi Caravan Experience" means the experience that we provide for classic kiwi caravan accommodation in a beautiful natural setting.
- 16.8 "Manual" means the Caravan manual which will be provided by us to you on your arrival or which will be left for you inside the Caravan itself.
- 16.9 "Park" means Shakespear Regional Park.
- 16.10 'Price' shall mean the cost of the Booking as agreed between us and you subject to these Terms and Conditions.
- 16.11 "Site" means the camp site at the Park (Te Haruhi Bay campground at Shakespear Park) where the Caravan is situated or is to be situated.
- 16.12 'We', 'us' and 'our' shall mean KiwiCaravanExperience Limited, a duly incorporated company in New Zealand (company number 7005433) and its agents and employees.
- 16.13 "Website" means www.kiwicaravanexperience.co.nz.
- 16.14 "Working Days" means any day of the week on which the major trading banks are open for ordinary banking business in Auckland, New Zealand and excludes Saturday's, Sunday's and public holidays.
- 16.15 'You' shall mean you the customer and your agents and employees or any person acting on behalf of and with the authority of the customer.