

Terms & Conditions

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1 Reservations

All reservations (regardless of channel) require a valid credit card, which may be used as security against your stay and whose usage is authorized by you without additional prior notification in case of any incidental charges, damages or late payments. An authorization hold may be put on your credit card, which may not exceed the higher of either the total amount of your reservation or NZD 50.00. You may be charged the full amount of your reservation, prior to arrival. In case the credit authorization hold fails or your account holds insufficient funds, your reservation may automatically be cancelled. All reservations are subjected to availability and Choice Backpackers reserve the right to decline or cancel any reservations, whether paid or unpaid and no matter what channel received through (including third-party reservations through OTA), and shall not be liable for any relocation and/or transportation cost or the cost of any alternative accommodation. For group bookings of more than one person in dormitories, every attempt is being made to accommodate the group together, however, based on availability and seasonal fluctuations this may not be guaranteed. Monies paid for future reservations by a guest may be used to offset arrears of the same guest, which may have arisen from unpaid past reservations (including no-shows or outstanding cancellation fees), incidental charges or penalties.

2 Age Restrictions

Guests under 16 years are to travel with a parent/guardian/teacher, and we recommend private rooms only. There is no upper age limit, however, please be aware that you may be assigned a top bunk.

3 Check-In & Identification

Check-In time is at 02:00 pm. To comply with current New Zealand legislation (Statistics Act 1975) we require every guest to present a valid passport upon check-in, which legally proves its country of citizenship. Upon the request of the staff of Choice Backpackers, guests and visitors must produce their room key and/or government photo ID for inspection, as long as they are checked-in and/or on the premise.

4 Check-Out

Check-out time is at 10:00 am. Departing guests are required vacate the room (including removal of all their belongings), to return the room key, electronic access tag and the complete set of linen (dormitories only) back to reception. After this time guests may use the luggage storage facilities for the departure day only. Guests are responsible for and must ensure that they can retrieve their stored items during the opening hours of the reception, which may change from time to time.

In case of a late departure, guests may be charged for the higher of either an additional night of the occupied room at the rate set for that day or NZD

50.00.

5 Access to the Premise

The personal electronic access tag and the key will grant permission to access all areas available to guests. Areas the electronic access tag and key are not working for, are off-limits to guests and must not be accessed. It is prohibited to share your electronic access tag and key with other guests and/or people or to use them to give other people access to any areas. Guest are permitted to receive visitors in the lobby only. Trespassed individuals may be denied check-in, even if a valid and/or paid reservation can be produced, in which case no refund will be offered.

6 Guest Behavior & Smoking

The comfort, safety and security of all guests are of paramount importance to Choice Backpackers. Guests, who, in the opinion of Choice Backpackers, compromise the comfort, safety or security of other guests, staff or residents will be requested to leave the hostel premises and will not be offered a refund of any kind. If you are an international traveller, we may inform Immigration New Zealand about any misbehaviour standing in conflict with your visa conditions. Guests are expected to respect other guests, staff, residents and property. In the case of groups, the group leaders must ensure that all members of their group behave acceptably. Failure of any individual group member to do so may result in the eviction of the whole group. Any behaviour qualifying as an infringement, offence or crime will be reported to the police without exception. Alcohol can be consumed in moderation in the lobby only.

Smoking is not permitted anywhere on the premises. This includes the usage of electronic cigarettes, vapes or any other device emitting fumes by the combustion of any material or substance. Guests found smoking within the building may be asked to leave the premises immediately and will not be offered a refund. This includes any balcony area. Guests found smoking and/or triggering the smoke alarm due to negligence or intentional action will be charged the higher of either NZD 300.00 for local alarm or NZD 1500.00, in case the fire department attends, or the actual cost and/or damage incurred.

7 Guest & Hostel Property

It remains the guest's responsibility to ensure that their personal belongings are secure at all times when leaving them in their room and/or in any designated luggage area, whether supervised or unsupervised. Choice Backpackers accepts no liability for the loss and/or theft of or damage to their property (including personal/physical injuries and the loss of resulting monies) however sustained or caused.

Guests are to reimburse Choice Backpackers for any damages caused by inappropriate behaviour during their stay.

8 Incidental Charges

Choice Backpackers is providing affordable accommodation for backpackers with a low budget. We are not a full-service accommodation provider (hotel). We, therefore, reserve the right to bill for additional charges involving staff

that are otherwise not covered by the accommodation agreement. The following actions may result in additional charges of a minimum of NZD 50.00 payable by the guest and/or qualify for an eviction, without any refund:

Not complying with any notice or warning issued verbally or in writing; (temporary) loss of electronic access tag and/or key; exceeding the number of booked guests staying in your room; stealing of any kind; any form of damaging the hostel or guest property, whether intentionally or accidentally; not washing, drying or storing away used dishes of the kitchen; excessive use of our lost and found service; forgotten laundry, which has to be picked up by our staff; leaving luggage behind after your departure day; allowing other guest and/or people currently not checked-in to access areas they would otherwise not have access to; sexual harassment of any kind; physical or verbal assault or abuse of the hostel staff, other guests, customers or members of the public on hostel premises.

Guests are expected to maintain a reasonable standard of personal hygiene and cleanliness in their room. If additional cleaning is required due to guests not abiding by these Terms and Conditions the higher of either NZD 50.00 or the actual cleaning costs may be charged in addition to any reimbursement for the loss of revenue resulting from the necessary closure of a room at the daily rate set at the beginning of the day of the incident.

9 Cancellations & Refunds

Unless a refundable rate plan is booked (must be explicitly stated), all reservations are non-refundable and may be charged in full at any time after the reservation has been made. Declined transactions for any non-refundable bookings may result in the automatic cancellation of the reservation. Reservations not checked-in by the end of the day of their check-in date are classified as no-shows and may be automatically cancelled.

The cost of the entire stay may still be payable, even when shortening the stay after or prior to arrival on a non-refundable rate plan or outside the free cancellation window of a refundable reservation.

Choice Backpackers must receive a valid cancellation request for any individual booking in writing addressed to choice@hostelnz.co.nz mentioning the reservation ID.

Once checked-in, Choice Backpackers follows a no-refund policy, where all payments made are final and cannot be refunded. Cancellation refunds will be processed within 15 working days.

10 Privacy & Photography

It is not permitted to take photos and/or videos of the interior of or on the premise. Authors agree that the copyright of any material created or generated on the grounds of the premise is automatically transferred to Choice Backpackers Ltd., free of charge.

Choice Backpacker's general privacy policy applies.

11 Third-Party Reservations

Guests agree that the sole parties of an accommodation agreement concerning all reservations made via Online Travel Agencies (OTA) are Choice Backpackers and the guest. An OTA may only act as an intermediary between the parties of the accommodation agreement governing the reservation.

Where applicable these Terms and Conditions also apply to third-party reservations and precede any other contracts, terms and conditions issued by or agreed to between third parties (such as OTA) and guests, when in conflict with these Terms and Conditions.

Authors agree that the copyright of any review created and published on a third-party website or other online or offline catalogue are automatically transferred to Choice Backpackers Ltd., free of charge.

Guests agree to waive all rights and claims against Choice Backpackers deriving or originating from agreements between a third party (e. g. OTA). and guests or Choice Backpackers.

12 Force Majeure

Force Majeure events shall be defined by but not limited to the following list: acts of God or nature, volcanic eruptions or explosions, (natural) disasters, fire, (acts of) war, hostilities, local or national emergency, invasions, compliance with public authority, government regulations or interventions, military actions, terrorism, (biological, chemical or nuclear) explosions, rebellions, riots, insurrections, strikes, civil disorder, closures of airports or any other exceptional and catastrophic event, circumstance or emergency which makes it impossible or illegal for guests to travel to or stay at the accommodation, or which makes it impossible for the accommodation provider to accommodate guests.

The reservation's cancellation policy shall apply even in the event of Force Majeure and regardless of the channel, the reservation was received through (incl. third-party reservations). Force Majeure events do not constitute any right to a refund for guests, as long as the accommodation provider is able to fulfil the accommodation agreement on their end. Where the accommodation provider is unable to fulfil the accommodation agreement, guests shall accept a room credit voucher for the remainder of their unused accommodation.

13 Accuracy

Although great care has been taken in providing and/or publishing information to guests and third parties, we cannot guarantee its accuracy.

Reservations with obviously mistakenly uploaded and/or published room rates may be cancelled by Choice Backpackers without any consequence for either party.

14 Indemnification

Guest will indemnify Choice Backpackers for all monies payable to a third party (e. g. OTA) originating from a claim that the guest makes with that third party.

15 Jurisdiction

Guests irrevocably agree that the courts of New Zealand shall have exclusive jurisdiction to hear, settle and/or determine any dispute, controversy or claim (including any non-contractual dispute, controversy or claim) arising out of or in connection with this agreement or stay, including any question regarding its existence, validity, formation or termination.

16 Acceptance

Guests accept and enter into these terms and conditions by submitting a request/paying for or making a reservation, or by completing the check-in process.

17 Severability

If a provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: (i) the validity or enforceability in that jurisdiction of any other provision of these terms and conditions, or (ii) the validity or enforceability in other jurisdictions of that or any other provision of these terms and conditions.