



# **TERMS OF SERVICE**

## FOR CHOICE BACKPACKERS

Terms of Service PUB INT EN – 004R | 2021-11-25



## **INTERPRETATION**

*Accommodation Provider, Choice Backpackers, Service Provider, Us, We, Our*  
Meaning Choice Backpackers Limited.

### *Authorization Hold*

Monies temporarily set aside and deducted from your credit card/account limit but not yet transferred to the merchant.

### *Check-In*

The formal admission of the Guest and the beginning of their stay.

### *Check-Out*

The formal discharge of the Guest and the end of their stay.

### *Customer, Guest, You, Your*

The natural person which enters into this agreement.

### *NZD*

Meaning New Zealand Dollar.

### *NZT*

Meaning New Zealand Time and refers to either the New Zealand Standard Time (NZST) or the New Zealand Daylight Time (NZDT).

### *OTA*

Meaning Online Travel Agency

### *Premises*

The area for which We have legal ownership, including houses and/or buildings, as well as its land and outbuildings.

### *Stay*

The time during which the service defined under section 1.4 of these Terms is actively provided beginning with the Check-In and ending with the Check-Out.

### *Website*

Meaning <http://hostelnz.co.nz>

### *Terms of Service, Terms, Accommodation Agreement*

The contract governing your Stay. The document you are currently reading.

### *Valid Credit Card*

A VISA, MASTERCARD or UNIONPAY credit card which will not have expired on the Check-In date and holds the necessary funds to pay for the service defined under section 1.4 of these Terms.

### *Valid Passport*

A genuine passport that will not have expired on Check-In and is not compromised in any other way.

## **1 INTRODUCTION & SERVICE DESCRIPTION**

- 1.1 These Terms of Service (Terms) govern the Stay with Choice Backpackers Limited (Choice Backpackers, Accommodation Provider, Service Provider, Us, We, Our) of the Guest (Customer, You) including any pre- and post-sale activities.
- 1.2 You agree to be bound by these Terms by checking-in, paying, booking, reserving or staying with Us, by entering or visiting the Accommodation Provider's premises or by using Our facilities.
- 1.3 We may revise these Terms. Changes to these Terms will take effect immediately once they are published on the Service Provider's website [hostelnz.co.nz](http://hostelnz.co.nz) (Website). By extending the current or paying for a new reservation, by continuing to stay at or re-visiting the Accommodation Provider's premises or by continuing to use Our facilities after we have published revised Terms, You agree to be bound by the revised Terms.
- 1.4 The service provided to you in exchange for the payment of the daily rate is defined as: Commercial temporary/short-term lodging of a natural person in a private or shared room for the purpose of sleep, rest, food preparation and consumption, safety, shelter and access to laundry and toilet/shower facilities in a sharing economy system to which with Your agreement, the Residential Tenancies Act 1986 does not apply.

## **2 RESERVATIONS**

- 2.1 All reservations (regardless of channel) require a valid credit card, which may be used as security against Your stay.
- 2.2 You authorize Choice Backpackers to use Your card information without additional prior notification to pay for any actual reservation or incidental charges, damages or late payments, up to the actual amount incurred from the moment a reservation is made or card details are provided to 14 calendar days after Your Check-Out date.
- 2.3 You authorize Choice Backpackers to put an Authorization Hold on Your card, which may not exceed the higher of either the total amount of your reservation or NZD 50.00.
- 2.4 You agree to be charged the full amount of Your reservation, prior to arrival.
- 2.5 In case the card Authorization Hold fails or Your account holds insufficient funds, Your reservation may be cancelled.
- 2.6 All reservations are subjected to availability.
- 2.7 Choice Backpackers reserve the right to decline or cancel any reservations, whether paid or unpaid and regardless of 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.
- 2.8 For group bookings of more than one Guest in dormitories, every attempt is being made to accommodate the group together, however, based on availability and seasonal fluctuations this may not be guaranteed.
- 2.9 Monies paid for future reservations by You may be used to offset any of Your arrears, which may have arisen from unpaid past reservations (including no-shows or outstanding cancellation fees), incidental charges or penalties.
- 2.10 Guests under the age of 16 must be accompanied by a parent, guardian or teacher for the duration of their Stay.
- 2.11 There is no upper age limit, however, please be aware that You may be assigned a top bunk based on the current availability.

### **3 CHECK-IN, CHECK-OUT, IDENTIFICATION**

- 3.1 Check-In time is at 02:00 pm NZT.
- 3.2 To qualify for Check-In, You agree to present a hard copy of your valid passport upon Check-In, which legally proves Your country of citizenship, as well as, the physical credit card used to make the reservation. Other government-issued photo ID hardcopies may be accepted at the sole discretion of Choice Backpackers to comply with our identification requirements.
- 3.3 To qualify for Check-in, You must be fully vaccinated against SARS-CoV-2/COVID-19 and be able to produce sufficient evidence about your immunization status, as laid out by the Accommodation Provider in accordance with the current public health guidelines of New Zealand.
- 3.4 You agree to an unattended check-in process facilitated by yourself in accordance with our self-check-in instructions, which we will make available to you via the email address provided by You during the reservation process and you agree to have access to upon your arrival.
- 3.5 Trespassed individuals may be denied Check-In without the option of a refund, even if a valid and/or paid reservation can be produced.
- 3.6 Upon the request of Choice Backpackers or any of its representatives, Guests and visitors must produce their room key, credit card and/or government photo ID for inspection, as long as they are checked in and/or on the Premises.
- 3.7 Check-Out time is at 10:00 am NZT.
- 3.8 Departing Guests are required to vacate their 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 the reception.
- 3.9 After Check-Out You may use the luggage storage facilities for the departure day only and in accordance with the current reception hours. You are responsible for and must ensure that You can retrieve Your stored items during the opening hours of the reception, which may change from time to time.

### **4 GUEST BEHAVIOUR, SMOKING, ACCESS TO PREMISES, GUEST & HOSTEL PROPERTY**

- 4.1 The personal electronic access tag and the key will grant access to all areas available to You. Areas the electronic access tag and key are not working for, are off-limits to You and must not be accessed.
- 4.2 You are prohibited from sharing your electronic access tag and key with other guests, visitors or members of the public and from using them to provide other people access to any areas that would otherwise be off-limits to them.
- 4.3 Guests are permitted to receive visitors in the lobby only.
- 4.4 All guests, visitors, contractors and other members of the public aged 12 and over must be fully vaccinated against SARS-CoV-2/COVID-19 and be able to produce sufficient evidence about your immunization status, as laid out by the Accommodation Provider in accordance with the current public health guidelines of New Zealand.
- 4.5 You agree to maintain a reasonable level of personal hygiene including having at least one shower per day or whenever reasonably required, regular usage of a deodorant effectively countering any sweat odours originating from your body, storing worn clothes in a sealed bag, washing and drying your used clothes with water and detergent in a washing machine/tumble dryer and regular change of your bed linen, at least once per week or whenever reasonably required.
- 4.6 Eating and storing food or drinks of any kind (other than closed bottled water) in the room is not permitted. Food and drinks must be stored in Our fridges or food storage area.

- 4.7 You agree to maintain your personal living space in a dormitory to a degree that allows other guests a reasonable usage of the same space.
- 4.8 Guests and visitors, who, in the opinion of Choice Backpackers, compromise the comfort, peace, safety or security of other guests, staff, visitors or residents are required to leave Our Premises without the option of a refund.
- 4.9 If you are an international traveller, we may inform Immigration New Zealand about any misbehaviour standing in conflict with your visa conditions or the current legislation.
- 4.10 Guests and visitors are expected to respect other guests, staff, visitors, residents and property.
- 4.11 In the case of groups, the group leader is responsible for the entire group and must ensure that all members of their group behave acceptably. Misbehaviour of any individual group member may result in the eviction of the entire group without the option of a refund.
- 4.12 Any behaviour qualifying as an infringement, offence or crime will be reported to the police, local authority and/or another government body without exception.
- 4.13 Alcohol can be consumed in moderation in the lobby only.
- 4.14 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.
- 4.15 Guests found smoking within the building (including balcony areas) may be asked to leave the premises immediately without the option of a refund.
- 4.16 It remains Your responsibility to ensure that Your personal belongings are secure at all times when leaving them in Your room and/or in any other area, whether supervised or unsupervised.
- 4.17 We accept no liability for the loss and/or theft of or damage to any property (including personal/physical injuries and the loss of resulting monies) however sustained or caused.
- 4.18 You are to reimburse Us for any damages caused by inappropriate behaviour during Your Stay.
- 4.19 Lost items or items left behind, which are of considerable monetary worth or which are of considerable importance or quality will become Our property 3 months after they have been found/acquired. All other items (including bonds) will become Our property 1 week after they have been found/acquired.
- 4.20 You agree to mitigate the effects of any public health risk (incl. pandemics) by strictly following all public health advice, restrictions and recommendations, by following policies and procedures the Accommodation Provider puts in place, by undergoing vaccinations to lower health risks to You, other guests, visitors, staff and the general public and to produce sufficient evidence about all actions taken in the effort to mitigate these risks, as laid out by Us and to provide personal information to accurately determine a broad range of public health risks (e. g. vaccination status).

## **5 INCIDENTAL CHARGES**

- 5.1 We are providing low budget accommodation and 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 these Terms.
- 5.2 The following actions may result in additional charges of a minimum of NZD 50.00 payable by You and/or qualify for eviction or denial of check-in, without the option of any refund:  
Any violation of these terms of service, 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 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; left behind the laundry, which has to be picked up by Our staff; leaving behind luggage or large rubbish items after Your departure

day; allowing other guests 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 Our staff, other guests, customers or members of the public on Our premises.

- 5.3 In case of a late Check-Out, you agree to be charged for an additional night of the occupied room at the rate set for that day plus a late payment fee of NZD 5.00 per day late.
- 5.4 Guests found smoking and/or tampering with/triggering the local smoke alarm due to negligence or intentional action will be charged NZD 300.00 plus the cost for any damage caused. Guests triggering the building-wide smoke alarm and/or causing the attendance of Fire NZ due to negligence or intentional action will be charged the higher of either NZD 1725.00 or the actual cost for any damage caused.
- 5.5 You are expected to maintain a reasonable standard of personal hygiene and cleanliness in Your room. If additional cleaning is required due to You not abiding by these Terms 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.

## **6 CANCELLATIONS & REFUNDS**

- 6.1 The cancellation policy of the rate plan You chose for Your reservation applies. Unless a refundable rate plan is booked, all reservations are non-refundable and may be charged in full at any time after the reservation has been made.
- 6.2 Declined transactions for any reason may result in the automatic cancellation of the reservation.
- 6.3 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 without a refund.
- 6.4 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.
- 6.5 We must receive a valid cancellation request for any individual reservation by You in writing addressed to [choice@hostelnz.co.nz](mailto:choice@hostelnz.co.nz) mentioning the reservation ID.
- 6.6 Once checked-in, We follow a no-refund policy, where all payments made are final and cannot be refunded.
- 6.7 Cancellation refunds will be processed within 21 calendar days.

## **7 PRIVACY & PHOTOGRAPHY**

- 7.1 It is not permitted to take photos and/or videos of the interior of or on the Premises.
- 7.2 Authors agree that the copyright of any material created or generated on the grounds of the Premises is automatically transferred to Choice Backpackers Ltd., free of charge. You also grant Us an exclusive, transferable, sub-licensable, royalty-free and worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content. The author may keep a copy of their work for private use but is prohibited from publishing the content on any online or offline platform.
- 7.3 Our general privacy policy applies.

## **8 THIRD-PARTY RESERVATIONS**

- 8.1 You agree that the sole parties of this Accommodation Agreement concerning all reservations made via Online Travel Agencies (OTA) are Choice Backpackers and You.
- 8.2 An OTA may only act as an intermediary between the parties of the Accommodation Agreement governing the reservation.

- 8.3 Where applicable these Terms also apply to third-party reservations and precede any other contracts, terms and conditions issued by or agreed to between third parties (such as an OTA) and guests, when in conflict with these Terms of Service.
- 8.4 Guests agree to waive all rights and claims against Us deriving or originating from agreements between a third party (e. g. OTA). and You or Us, if these are in violation of these Terms of Service.

## **9 FORCE MAJEURE**

- 9.1 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.
- 9.2 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 We are able to fulfil the Accommodation Agreement on Our end. Where We are unable to fulfil the Accommodation Agreement, You agree to accept a room credit voucher for the remainder of Your unused accommodation.

## **10 ACCURACY, INDEMNIFICATION, JURISDICTION, ACCEPTANCE, SEVERABILITY**

- 10.1 Although great care has been taken in providing and/or publishing information to guests and third parties, we cannot guarantee its accuracy.
- 10.2 Reservations with obviously mistakenly uploaded and/or published room rates may be cancelled by Us without any consequence for either party.
- 10.3 You will indemnify Us for all monies payable to a third party (e. g. OTA) originating from a claim that You raise with that third party.
- 10.4 You 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.
- 10.5 You accept and enter into these Terms by submitting a request/paying for or making a reservation, or by completing the Check-In process.
- 10.6 If a provision of these Terms 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, or (ii) the validity or enforceability in other jurisdictions of that or any other provision of these Terms.