



# TERMS OF SERVICE

## FOR CHOICE BACKPACKERS

Terms of Service PUB INT EN – 006R | 2024-04-27



## **INTERPRETATION**

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

### *Pre-Authorization*

Meaning a process, which results in a specified monetary amount temporarily set aside/held or deducted from your credit card/account limit but not yet transferred to the merchant.

### *Check-In*

Meaning the formal admission of the Guest and the formal start of Your stay

### *Check-Out*

Meaning the formal discharge of the Guest and the formal end of Your stay.

### *Customer, Guest, You, Your, Accompanying Persons*

Meaning any natural person, which is bound by these Terms that stays with Us under a reservation.

### *Fraudulent Reservation*

Meaning a reservation made with an invalid (credit) card, made in an attempt to harm Choice Backpackers or a third party, or made to illegally obtain funds or services, or made to commit a crime.

### *NZD*

Meaning New Zealand Dollar(s).

### *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, any of their subsidiaries or resellers.

### *Premises*

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

### *Stay*

The time between Check-In and Check-Out.

### *Website*

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

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

Meaning the document You are currently reading, which governs the contractual relationship between the Guest and the Accommodation Provider.

### *Valid Credit Card*

Meaning a physical hard copy of a VISA or MASTERCARD credit card, which will not have expired on the reservation's Check-Out date, which holds the name of the guest for that reservation, which can be physically produced for inspection upon check-in, which is signed, which is not defaced, and which at any time between making the reservation and the check-out date is not blocked, is activated for international online purchases, and holds funds equal to or in excess of the sum of 2 times the total amount of the reservation plus NZD 100.00.

### *Valid ID*

Meaning a genuine non-temporary government-issued photo ID, that will not have expired on the reservation's Check-out date and is not defaced or compromised in any other way.

## **1 INTRODUCTION & SERVICE DESCRIPTION**

- 1.1 These Terms of Service (Terms) govern the contractual relationship between Choice Backpackers Limited (Choice Backpackers, Accommodation Provider, Service Provider, Hostel, Us, We, Our) and the Guest (Customer, You, Accompanying Persons) 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 and Websites.
- 1.3 We may revise these Terms from time to time without giving prior notice. Changes to these Terms will take effect immediately once they are published on the Service Provider's Websites and replace any older version of these Terms. By extending your 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 specified rate and whose provision you agree to may start before payment is taken is defined as: Reservation and provision of commercial temporary/short-term lodging of natural persons in a private or shared room for the purpose of sleep or 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 Regardless of the channel booked through, You agree that Your reservation with Us requires a Valid Credit Card, which may be used for payment and as security.
- 2.2 You authorize Choice Backpackers to use the supplied card information without additional notification to pay (partially) for the total amount of the reservation, arrears, incidental charges, damages, late payments, penalties, fees, deposits, or other amounts You owe.
- 2.3 In addition to the total amount of the reservation, You authorize Choice Backpackers to run a Pre-Authorization on Your card, which may not exceed the higher of either the total amount of your reservation or NZD 100.00.
- 2.4 You agree to be charged the total amount of Your reservation and any Pre-Authorization at any time after you made the reservation. For the avoidance of doubt, You agree to be charged prior to your arrival.
- 2.5 In case Your card is declined or otherwise invalid, Your reservation may be cancelled immediately.
- 2.6 You agree that all reservations are subjected to availability and Fraudulent Reservations may be cancelled at any time.
- 2.7 You agree that there are no refunds for accidentally made reservations or change of mind.
- 2.8 You agree that Your reservation may be upgraded to a room/bed type of equal or higher quality, which may include a change from a shared to a private room without a change of the total rate for the reservation. You also agree to change Your room/bed during Your Stay to a room/bed of equal or higher quality, which may include a change from a shared to a private room if the operation requires it without a change of the total rate, or with a change of the total rate reflecting the current daily rate of the new room/bed, where Your new room/bed is not of equal or higher quality.
- 2.9 You agree that providing false personal information or incorrect contact details may lead to the cancellation of your reservation without a refund.
- 2.10 You agree that where Choice Backpackers is required to cancel Your reservation, whether paid or unpaid and regardless of what channel received through (including reservations made

through OTA), We shall not be liable for any relocation and/or transportation cost, the cost of any alternative accommodation or any other cost resulting from the cancellation.

- 2.11 For group bookings of more than one Guest in dormitories, You agree that every attempt is being made to accommodate the group in the same room, however, based on availability, operational requirements and seasonal fluctuations this may not be guaranteed.
- 2.12 You agree that monies paid for Your reservation may be reallocated and used to offset any of Your past unpaid reservations, arrears, incidental charges, damages, late payments, penalties, fees, deposits, or other amounts You owe, which may lead to Your reservation not being paid and resulting in You not being able to Check-In.
- 2.13 You agree that guests under the age of 16 must be accompanied by a parent, guardian or teacher for the duration of their Stay.
- 2.14 There is no upper age limit to Stay or make a reservation with Choice Backpackers, however, You agree that You may be assigned a top bunk.
- 2.15 Rooms are sold as is. You may inspect the room prior to making a reservation. However, You agree that the room not being as You imagined it does not represent grounds for cancellation or a refund. As we are a budget accommodation provider, You agree to accept minor to medium imperfections of the premises.

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

- 3.1 You agree that Check-In time starts at 02:00 pm NZT and ends at 10:00 pm NZT.
- 3.2 To qualify for Check-In, You agree to present upon Check-In a hard copy of your Valid ID, the physical Valid Credit Card used to make the reservation and the reservation confirmation.
- 3.3 To qualify for Check-In, You agree to be fully vaccinated against diseases that are declared a pandemic 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 To qualify for Check-In, You agree not to be intoxicated or under the influence of illicit substances.
- 3.5 If You do not qualify for Check-In, You agree not to be eligible for a refund.
- 3.6 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 at the Accommodation Provider's Premises.
- 3.7 You agree that trespassed individuals may be denied Check-In without the option of a refund, even if a valid and/or paid reservation can be produced.
- 3.8 You agree that upon the request of Choice Backpackers or any of its representatives, Guests and visitors must produce their room key, electronic access tag, Valid Credit Card and/or Valid ID for inspection, as long as they are checked in and/or on the Premises.
- 3.9 You agree that Check-Out time ends at 10:00 am NZT.
- 3.10 You agree that 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 to the reception.
- 3.11 You agree that after Check-Out You may use the luggage storage facilities on the departure day only and in accordance with the current reception hours and luggage storage policies. You agree that 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. Choice Backpackers is not responsible for the loss of and damages to Your stored luggage.

#### **4 GUEST BEHAVIOUR, SMOKING, ACCESS, GUEST & HOSTEL PROPERTY, INCIDENTAL CHARGES**

- 4.1 The electronic access tag and the key issued to You will grant access to all areas available to You and You agree that areas the electronic access tag and key are not working for, are off-limits to You and must not be accessed.
- 4.2 You agree that 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 with access to areas that would otherwise be off-limits to them.
- 4.3 You agree to receive and meet visitors in the lobby only.
- 4.4 You agree to be fully vaccinated against diseases that are declared a pandemic 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. You also agree to undergo testing for the aforementioned diseases when asked for by the accommodation provider or its representatives.
- 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 to regularly change Your bed linen, at least once a week or whenever reasonably required.
- 4.6 You agree not to eat/drink and store food or drinks of any kind (other than closed bottled water) in Your room, and to store all Your food and drinks in Our fridges or pantry.
- 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 and to keep this space tidy, clean, and organised.
- 4.8 You agree that if You, in the opinion of Choice Backpackers, compromise the comfort, peace, safety or security of other guests, staff, visitors or residents, You are required to leave Our Premises without the option of a refund.
- 4.9 You agree that We may inform Immigration New Zealand about any misbehaviour standing in conflict with your visa conditions or the current legislation.
- 4.10 You agree to respect other guests, staff, visitors, residents and property.
- 4.11 In the case of groups, You agree that the group leader is responsible for the entire group, must ensure that all members of their group behave acceptably and that the misbehaviour of any individual group member may result in the eviction of the entire group without the option of a refund.
- 4.12 You agree that any behaviour qualifying as an infringement, offence or crime will be reported to the police, local authority and/or other government body without exception.
- 4.13 You agree that alcohol can be consumed in moderation in the lobby only and that We may confiscate alcohol or other items that are used to violate these Terms.
- 4.14 You agree that smoking is not permitted anywhere on the Premises, and that this includes the usage of electronic cigarettes, vapes or any other device emitting fumes by the combustion of any material or substance.
- 4.15 You agree that if You are found smoking on the Premises (including balcony areas) You may be asked to leave the premises immediately without the option of a refund.

- 4.16 You agree that it remains Your responsibility to ensure that Your personal belongings are secure and safe at all times when leaving them in Your room and/or in any other area, whether supervised or unsupervised.
- 4.17 You agree that We are not liable 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 agree to reimburse Choice Backpackers for any damages caused by Your inappropriate, reckless, negligent or intentional behaviour during Your Stay and You agree that the amount of a fair estimate of the caused damages can be charged or held by Us by using Your Valid Credit Card until all caused damages are settled and/or repaired.
- 4.19 You agree that 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 left behind, and that all other items (including bonds and deposits) will become Our property 1 week after they have been left behind.
- 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).
- 4.21 You agree that Choice Backpackers is not suitable for self-isolation and that if You have or tested positive for COVID-19, You must leave the premises without the option of a refund.
- 4.22 At all times, You agree to follow all reasonable directions of Choice Backpackers and its representatives issued verbally or in writing, whether directly or indirectly.
- 4.23 You agree that violating any provisions of these Terms, may lead to you eviction without the option of a refund.
- 4.24 We are providing low budget accommodation and are not a full-service accommodation provider (hotel), and You therefor agree to be charged for additional services involving staff that are otherwise not part of the defined services or incurs a cost to Us.
- 4.25 You agree that the following actions may result in additional charges 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 (NZD 50.00 per additional guest); 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; leaving behind Your 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.
- 4.26 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.
- 4.27 You agree that if You are found smoking and/or tampering with/triggering the local smoke alarm due to negligence or intentional action You will be charged NZD 450.00 plus the cost for any damage caused. You also agree that if You trigger the building-wide smoke alarm and/or causing the attendance of Fire and Emergency New Zealand due to negligence or intentional action You will be charged the higher of either NZD 750.00 or the actual cost for any damage caused.

- 4.28 You are expected to maintain a reasonable standard of personal hygiene and cleanliness in Your room and agree that 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.
- 4.29 You agree that losing Your key and/or electronic access tag or a genuine fault of any of Our locks does not warrant forceful entry into Your room or otherwise causing damages to the Accommodation Provider's property.
- 4.30 You agree that the Accommodation Provider does not offer a 24-hour reception and You accept all disadvantages and detriments resulting from that.

## **5 CANCELLATIONS & REFUNDS**

- 5.1 You agree that the cancellation policy of the rate plan You chose for Your reservation applies and that unless a flexible rate plan is booked, all reservations are non-refundable.
- 5.2 You agree that cancelling a non-refundable reservation, or a flexible reservation outside the free cancellation window of 48 hours prior to the start of Your Check-In day, may result in the charge of the total amount of the reservation without the option of a refund.
- 5.3 You agree that if You do not complete Check-In by the end of the Check-In time on Your reservation's Check-In date, the reservation is classified as a no-show and may be cancelled without a refund.
- 5.4 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 flexible reservation.
- 5.5 You agree that to cancel a reservation You must send, and We must receive, a valid cancellation request for any individual reservation by You in writing addressed to [choice@hostel.nz](mailto:choice@hostel.nz) mentioning the reservation ID.
- 5.6 Once You have completed the Check-in, We follow a no-refund policy, where all payments made are final and cannot be refunded.
- 5.7 Cancellation refunds will be processed within 14 calendar days.

## **6 PRIVACY, PHOTOGRAPHY & REVIEWS**

- 6.1 You agree not to take photos and/or videos, while being located on Our Premises.
- 6.2 You agree that the copyright of any material created or generated by You 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. You may keep a copy of Your work for private use but You are prohibited from publishing the content on any online or offline platform.
- 6.3 Our general privacy policy applies.
- 6.4 You agree that any rating/review made by You must be true and made under Your real name that allows Us to identify You and link You to Your reservation. You agree to have Your entire rating/review deleted upon Our request if we cannot establish You as a guest or if it contains untrue statements. Retaliation ratings/reviews are prohibited.

## **7 THIRD-PARTY RESERVATIONS**

- 7.1 You agree that the sole parties to this Accommodation Agreement concerning all reservations made via OTA are Choice Backpackers and You.

- 7.2 You agree that an OTA may only act as an intermediary between the parties of the Accommodation Agreement governing the reservation.
- 7.3 During the time the reception is closed, You agree to contact the customer service of your OTA, in case of any emergencies.
- 7.4 Where applicable these Terms also apply to third-party reservations, and precede and supersede 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.
- 7.5 You 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.

## **8 FORCE MAJEURE**

- 8.1 You agree that 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 the Accommodation Provider to accommodate guests.
- 8.2 You agree that the reservation's cancellation policy shall apply even in the event of Force Majeure and that regardless of the channel, the reservation was received through (incl. third-party OTA 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, due to Force Majeure, You agree that the reservation becomes frustrated, and We will not be liable for any other refund but the amount of the remaining reservation.
- 8.3 We recommend taking out travel insurance and You agree that the total amount of the reservation is still payable in the event of missed, cancelled, or delayed flights/other transportation, or any other event that prevents You from travelling to the Accommodation Provider, including sickness, accident and death.

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

- 9.1 You agree that although great care has been taken in providing and/or publishing information to Guests and third parties, We cannot guarantee its accuracy.
- 9.2 You agree that reservations with obviously mistakenly uploaded and/or published room rates may be cancelled by Us without any consequence for either party.
- 9.3 You agree to indemnify Us for all monies payable to a third party (e. g. OTA) originating from a claim that You raise with that third party.
- 9.4 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.
- 9.5 You accept and agree to enter into these Terms by submitting a request/paying for or making a reservation, or by completing the Check-In process.
- 9.6 You agree that 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.