

AGREEMENT TO OCCUPY PREMISES IN THE GRAND MERCURE WELLINGTON CENTURY CITY APARTMENT

PARTIES:

New Millennium Design Limited – the owner of the Grand Mercure Wellington, Century City Apartments and Century City Apartments referred to as “us” or “we” in this Agreement;

and

the person making the booking – being the person who accepts the terms and conditions in this agreement by any means (whether by signing a booking form, or by making a booking online or by making a telephone booking) referred to as “you” in this Agreement.

BACKGROUND

We own a hotel known as Grand Mercure Wellington Century City Apartments located at 70 Tory Street, Wellington, New Zealand (the “Hotel”). You wish to occupy the Room. Our relationship is governed strictly by the terms of this Agreement.

AGREEMENT

1. By completing a Booking Form (in person, via internet or telephone or any other means) for the Room you are making us an offer for a revocable license to occupy the Room. We may accept or decline your offer at our discretion.
2. By making the booking you confirm that you have read and understood the terms of this Agreement and agree to be bound by this Agreement.
3. If accept your offer a legally binding contract will be created and it will be subject to this Agreement. We will confirm our acceptance of your offer by confirming your booking.
4. Special room requests indicated on your booking form may be subject to availability and additional cost and are not guaranteed until check-in.
5. You undertake that:
 - 5.1. all details you provide for the purpose of booking the Room are correct; and
 - 5.2. that the credit card you are using is your own; and
 - 5.3. that there are sufficient funds to cover the cost of the product or service.

Your booking and/or your license to occupy may be revoked at any time if you fail to make good on any of these obligations.

6. We will use our best endeavors to provide you with the services the subject specified in your Booking Form. However, in certain circumstances, we may need to change the details of your booking or substitute other services for your booking without giving notice or reasons. In such cases, we will use our best endeavors to organise alternative arrangements to reduce the impact of the changes on you.
7. If you want to change any details of your booking, you must contact us immediately and request that the booking be changed. Any changes to the dates of processed booking will be considered by us subject to availability and the cancellation policy set out below. Charges may apply.

REVOCABLE LICENSE TO OCCUPY

8. By confirming your booking we accept your offer and grant you a revocable license to occupy the Room as set out in your Booking Form on the terms and conditions set out in this Agreement subject to any amendments and clarifications made in the Booking Form by us. Until your booking has been processed and confirmed there shall be no legally binding agreement between us.
9. You may occupy the Room for the period which has been accepted by us during the booking process. We may agree at our discretion to extend your booking subject to availability.
10. You may request that the term of your license be shortened if you so require, however cancellation fees may apply. Please enquire at the reception about the current cancellation rate.
11. Prior to taking possession of the booked room(s) you must provide us with a bond by way of a valid credit card imprint (the "Bond"). The Bond shall secure any breach of this Agreement by you, your employees, guests or any other person within your control. We can debit your Credit Card to compensate ourselves for any loss or damage suffered by us as a result of any breach of this Agreement including specifically, without limitation:
 - 11.1. Any unpaid rate;
 - 11.2. Any unpaid use of facilities including minibar or internet;
 - 11.3. Any damage to any of the chattels; and/or
 - 11.4. Any missing chattels.
12. In addition, to eliminate identity fraud, we will ask you to provide photo ID at check-in to ensure that your identity matches the booking identity. A record and/or copy of this photo ID may be retained by us to minimize the risk of fraudulent credit card usage and for verification purposes with your credit card provider in the event of disputation.

RATE

13. The rate payable for occupation of the Room shall be the rate agreed at the time of booking. The rate shall apply for the duration of your stay as agreed at the time of booking. If you wish to extend your stay a new rate may apply. Each request for extension of your stay will be treated as a new booking and will be processed subject to availability and at the then current rate.
14. If the rate and/or any other charges are not paid at the time of check out and for any reason cannot be debited to the credit card provided as a bond, then in addition to the outstanding charges you shall also be liable for:
 - 14.1. interest at a rate of 14% per annum applicable from the time of checkout until the debt has been repaid in full;
 - 14.2. all costs incurred by us in collecting the outstanding charges from you (including any fees charged by our debt collectors and solicitors); and
 - 14.3. any other cost, damage or loss (including consequential loss) which we may suffer.

TERMS OF OCCUPATION

15. A cancellation of a booking made at or earlier than 1800 hours NZ time (6pm) on the day prior to arrival will not incur a cancellation fee. Any cancellation made after this time will be charged as one night stay.

16. If you fail to arrive at the hotel without prior notification of cancellation a one night's accommodation penalty will be charged.
17. Our check in time is 1500 hours (3pm). If you require a guaranteed early check in prior to this time there will be an additional one night's charge to reserve the room.
18. Our check out time is 1100 hours (11am). A late checkout can be arranged in advance and is subject to availability. This may incur additional charges depending on the requested time.
19. Only the people who are named in the Booking Form can occupy the relevant room(s). If you wish to bring a guest into your room after your booking has been processed, you must notify us accordingly. Additional charges may apply. We have the right to refuse entry to your guest(s) and may revoke your license to occupy the room(s) if you allow unauthorized people to occupy the room(s).
20. You are fully responsible for all actions of the individuals occupying the room(s) under this Agreement. You are responsible for any damage caused to the room(s) and/or the Hotel by you and/or your guests or invitees or anyone else in your control.
21. You agree and warrant that each room shall be occupied exclusively, as a private single family dwelling, and no room or part of the room shall be used at any time during the term of this Agreement for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private residential dwelling. You must comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the room(s).

DAMAGE TO ROOMS AND CHATTELS

22. You are fully responsible for any damage that may be caused to the room(s) and/or any chattels contained in the room at Check In time. You must indemnify us for any costs we may suffer in the course of fixing any such damage.

INSPECTION OF PREMISES

23. We shall have the right at all reasonable times during the term of this Agreement to enter the Room for the purpose of inspecting and/or servicing the Room.

CHECKOUT

24. This agreement shall terminate after you check out from our room at the Reception and pay all the applicable charges.
25. Following completion of the check out procedure we shall audit and if we identify any items that need to be rectified following your stay (such as damage to the unit or missing chattels) or if we find that the rate charged for the use of services (such as mini-bar) is not consistent with actual usage, we shall charge your credit card provided to us as a bond for the relevant amount to compensate us for any loss or damage we suffer.

FAILURE TO CHECK OUT

26. If you remain in possession of the Room after the date which has been agreed as the last date during the booking process, you will be automatically the then current standard rate applicable to your room. If you fail to check out within 12 hours from your check out time we will have the option of either:
 - 26.1. terminating this Agreement and opening the Room for booking by other customers; or

- 26.2. charge your credit card the then carnet daily rate for the Room until such time as you check out.

ANIMALS

27. You are not allowed to keep any animals in the Room without a specific written authorisation from us (which we can withhold at our own discretion). If we consent to an animal being accommodated in the Room, we can charge you extra for cleaning the carpets of the relevant Room.

VARIATION

28. We can modify this Agreement, at any time at our sole and absolute discretion, without notice and, unless otherwise indicated, such changes will become effective immediately.

WEBSITE

29. We make every effort to ensure all information displayed on our site is accurate. All rates and rooms are subject to change without notice and also subject to availability at the time of booking.
30. Rates are per room per night, subject to maximum number of guests per Room. Guests must use the existing bedding.
31. You agree that you use the site at your own risk. The content, services and materials in the site are provided "as is" and on an "as available" basis without representations or warranties of any kind either express, implied or statutory. To the maximum extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, design, accuracy, capability, sufficiency, suitability, capacity, completeness, availability, compatibility or arising from course of dealing or course of performance. We do not warrant that the site or the services, content, materials or functions contained in the site will be continuously available, uninterrupted or error-free, that defects will be corrected, or that the site, services, content, materials or the servers that make the site or such services, content and materials available are free of viruses or other harmful components or are accurate or complete.
32. Without affecting any of your statutory rights that cannot be lawfully excluded, we will not be liable for any losses, damages, liability, claims or expenses (whatsoever and irrespective of whether direct, indirect, consequential) arising from the use of or connected with our site or any products or services purchased on our site.
33. We explicitly disclaim any responsibility for the accuracy, content, or availability of information found on sites that link to or from the Site. We do not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against us with respect to such sites and third party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.
34. We are not responsible for telephone, electric, electronic, network, Internet, computer, hardware or software program malfunctions, failures, delays or difficulties, or late, lost, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail, e-mail, form postings, connections, messages or entries, or the security of any and all such matters.

35. Further, we are not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in our Site or by any technical or human error which may occur in the processing of any information related to the Site.
36. You also agree that we are not responsible or liable in any way for injury, loss or damage to your computer or interception or use of credit card information, related to or resulting from use of our Site or any sites, services or materials linked or related thereto or therefrom and also are not responsible or liable in any way for any injury, loss, claim or damage relating to or resulting from any part of the Site operating or not operating on computers or networks used by you or communicating with such computers or networks.
37. Although we intend that descriptions contained in the Site be current and accurate, we make no warranty or representation that descriptions of products in the Site are accurate, complete, current, or reliable in any or all respects. In the event that a product described in the Site is not as described, your sole remedy is to return it in unused condition in accordance with the suppliers' return policy.
38. We reserve the right to cancel or modify reservations where it appears that a customer has engaged in fraudulent or inappropriate activity or under other circumstances where it appears that the reservations contain or resulted from a mistake or error.

RELEASE

39. By utilising the site, you acknowledge and agree that we are released, discharged and held harmless from and are not responsible or liable for any liability with respect to all aspects of the site that may occur from use of the site or the acceptance, possession, use or misuse of information, materials, services or products related thereto or acquired therefrom.

LIMITATION OF LIABILITY - USE OF FACILITIES AND WEBSITE

40. Under no circumstances, including, but not limited to, negligence, shall we be liable for any lost profits, cost of cover, direct, indirect, incidental, special, reliance, consequential or punitive damages that result from the use of, or the inability to use, our website or occupy the room that has been confirmed.

ENTIRE AGREEMENT

41. This Agreement together with the Booking Form constitute the entire agreement between us relating to the subject matter herein. No waiver of any term, provision or condition of these Terms, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall any waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver. You agree that you will execute and deliver to us, in recordable form if necessary, such further documents, instruments or agreements, and shall take such further action, that may be necessary or appropriate to effectuate the purposes of this Agreement.

TERMINATION

42. This Agreement is effective until terminated by either party. You may terminate this Agreement by checking out of your Room and paying all applicable charges.

GOVERNING LAW

43. This Agreement shall be governed, construed and interpreted by, through and under the Laws of New Zealand.

SEVERABILITY

44. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

NON-WAIVER

45. No indulgence, waiver, election or non-election by Landlord under this Agreement shall affect Tenant's duties and liabilities hereunder.
46. The Tenant shall pay the Landlord all costs (including legal costs as between solicitor and client) incurred in while enforcing or attempting to enforce the Landlord's rights under this Lease.

PRIVACY

47. Throughout our dealings with you we may collect personal information. In addition to any other information you may choose to provide to us, this personal information may include: your name and contact information; date of birth; preferred communication methods; business name, title and business address; credit card details, including the three-digit code that appears on the back of your credit card; member number, frequent flyer or travel partner program affiliation; date of arrival and departure; room and vacation preferences; travel history; and details on hotel, airline and rental car packages you book. We may also record details on joint travelers, including their names and frequent flyer numbers, and the age of the driver of the rental car.
48. We use your personal information to inform you of our services and upcoming promotions. We may also use it to send you newsletters, promotions and featured specials, and to conduct surveys, sweepstakes, prize draws, and other contests via email, telephone or postal mail.
49. We may disclose personal information, with or without prior notice to you, in order to:
- (i) comply with applicable laws;
 - (ii) respond to governmental inquiries or requests from public authorities;
 - (iii) comply with valid legal process;
 - (iv) respond to an emergency.
50. For your own privacy protection, we encourage you not to include sensitive personal information in any emails you may send to us. Please do not send credit card numbers or any sensitive personal information to us via email.
51. To the extent required by applicable law, you may be able to request that we inform you about the personal information we maintain about you and, where appropriate, request that we update, correct, and/or suppress personal information about you that we maintain in our active database. We will make all required updates and changes within the time specified by the applicable law and, where permitted by law, may charge an appropriate fee to cover the costs of responding to the request.

INTERPRETATION

Booking –

Booking form –

Room – one or more rooms in the Hotel which you have booked or have requested to book as applicable