

TERMS AND CONDITIONS

Redbarns bed and breakfast bookings

Your contract with us

1. Your contract is with us, Kopara Limited, registered office 179 Otahuna Road, Tai Tapu, RD2, Christchurch 7672, New Zealand.

Making your booking

2. You may request a booking in person, by telephone, by email, or in writing.

3. You may only make a booking on behalf of someone else if you are authorised to do so and provided that you agree to be responsible for that person's compliance with these terms as if they were the person making the booking.

4. Bookings are non-transferable.

6. A contract is only formed between you and us when we accept your booking request. No booking request shall be binding on us and no contract shall be formed unless and until we confirm to you that we have accepted your booking request.

7. If you have any special requirements (for example, because of infirmity or disability), please let us know at the time of booking. We will endeavour to accommodate your requirements, but our ability to do so is dependant on what these are and on the availability of a suitable room.

8. You must be at least 18 years old to make a booking.

9. We reserve the right to ask you to pay some or all of the price of your booking in advance.

Price

10. The price for each room per night is (except in the case of obvious errors) as advertised on our web site at the relevant time (www.redbarns.co.nz), unless we notify you of a different price at the time of your booking. Unless stated otherwise, all charges are inclusive of GST.

11. The price includes overnight occupancy of a double room by one or two adults (plus children in the circumstances set out below) and the following morning's continental breakfast, which you will find in the living area. Other meals are not included in the price.

12. The price does not include the cost of any other of our chargeable services which you might use during your stay. You will be charged for any use you make of these services at the rates current at the time of your stay.

Payment

13. The price of your booking is payable in full at least 2 days prior to your arrival, less any advance payments we might have already received from you.

14. If you fail to settle your account on arrival we cannot allow you occupancy.

15. By entering into a contract with us, you accept responsibility for paying all charges due to us under the contract.

16. Payment may be made in cash, by cheque or by bank transfer. We regret we are unable to accept credit cards payments at this time.

Check in and check out

17. Your room will normally be available for you from 1pm on your scheduled day of arrival. Please let us know if you are likely to arrive after 9pm so that we can make sure someone is available to check you in. Unless we specifically agree otherwise with you, you must vacate your room by 10am on your scheduled day of departure. If you do not do so, you will be charged for a late checkout or, if after

12 noon, for one further night's accommodation. Room keys must be returned to reception on departure.

Cancellation by you

18. We require payment of a non-refundable deposit of 30% of the total price of your booking at the time of booking, and payment of the balance (or, if no deposit has been taken, the total price of your booking) prior to arrival, and we reserve the right to cancel the booking without liability to you if the balance (or, as applicable, the total price of your booking) is not paid. You may cancel your booking at any time before 10am seven days (1 week) before your scheduled date of arrival and receive a full refund of your deposit, provided that you make the cancellation in writing.

19. If you cancel your booking after the time stated in paragraph 18, or if you do not take up your booking (a "no-show"), no refund of your deposit will be issued.

20. If you reduce the number of rooms or number of nights required within less than four weeks (28 days) of your scheduled arrival, we shall be entitled to retain a portion of the deposit (either in respect of the booking as a whole or, as applicable, in respect of the rooms or nights reduced) unless we are able to resell the room/s.

Length of time before the scheduled day of arrival

Cancellation charge (expressed as a percentage of the standard deposit of 30% of the total cost of your booking that secures your room/s):

Over 4 weeks	No charge
Between 1 and 4 weeks	50%
Less 1 week	100%

Children

22. Subject to suitable rooms being available, one child up to the age of 10 may share a room with one or two paying adults. Additional charges may apply. There will be an additional charge per night for each such child for whom you do request us to provide an extra bed, where we are able to do so. You must let us know at the time of booking if you wish any children to share your room, and it will be our decision as to whether or not suitable rooms are available. You must not leave any children under the age of 18 unattended in your room at any time.

NO SMOKING

23. SMOKING IS NOT PERMITTED ANYWHERE ON OUR PROPERTY. We live in a rural area and there is a significant fire risk at certain times of year. If you smoke in your room, we shall charge you an additional NZ\$250 to cover our costs to have the room cleaned.

Animals

24. We regret that no pets or other animals are allowed in your room.

Events outside our control

25. We shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to our premises, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, internet, gas or water).

Our liability to you

26. Other than in the circumstances set out in paragraph 25, in the event that a room is not available by your scheduled check-in time, our sole liability will be to use reasonable endeavours to help you find alternative accommodation at another nearby venue of a similar standard for a similar price.

27. Subject to paragraph 28, our total liability to you for any loss you suffer will be limited to the total price of your booking. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into, or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

28. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

Your liability to us

29. You will be liable for any damage you cause within your room or to other parts of our property. Please notify us immediately of any occurrence of damages. If property is found to be missing or damaged at any time during your stay, we reserve the right to terminate our contract with you and ask you to leave the property immediately.

PLEASE NOTE, we operate a septic tank via a macerator pump that can only handle human organic waste and toilet paper. Items such as condoms, sanitary products (tampons etc) will block and/or damage the pump and SET OFF AN ALARM. You will be liable for the initial plumber callout charge of \$275+gst plus any additional charges relating to any damage caused to the system.

General

30. Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

31. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

32. No person who is not a party to our contract with you shall have any rights under or in connection with it.

33. All written communications by you to us must be sent by post to 179 Otahuna Road, Tai Tapu, RD2, Christchurch 7672, New Zealand, or by e-mail to bookings@redbarns.co.nz (or to such other address that we may notify to you). We may send written communications to you at either the e-mail or postal address you give us.

34. In these terms a "working day" means a day other than a Saturday, Sunday or public holiday in New Zealand when banks are open for business.

35. These terms shall be governed by New Zealand law and shall be subject to the non-exclusive jurisdiction of the New Zealand courts.