Paroa Hotel: Terms, Conditions and Privacy Policy

Paroa Hotel Limited

1. Introduction

These Terms and Conditions apply to all bookings and all guests of Paroa Hotel, operated by Paroa Hotel Limited ("we", "us", "the Hotel").

By making a booking, staying with us, or using our facilities, you agree to be bound by these terms. If you are booking on behalf of other people, you confirm that you have their authority to accept these terms for them, and you remain personally responsible for their conduct and for all charges relating to the booking.

Nothing in these terms limits your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986 where you are dealing with us as a consumer.

Please read section 3 carefully. It explains the pre-authorisation hold we place on your card before arrival.

2. Reservations, Cancellations and No-Shows

2.1 What counts as a group booking

A booking of 3 rooms or more at the Hotel is a group booking. The terms in section 2.3 apply to it.

A booking of 1 or 2 rooms is an individual booking, and the terms in section 2.2 apply to it.

Where a person, or a related group of people, makes separate bookings that together come to 3 rooms or more for the same dates, we may treat those bookings as a single group booking. If we do that, we will tell you in writing before your arrival.

2.2 Individual bookings (1 or 2 rooms)

Cancellations must be made at least **48 hours before your scheduled arrival date** to avoid a charge.

Cancellations made less than 48 hours before arrival, and no-shows, are charged 100% of the total booking value. This is the full value of every night you booked, not the first night only. Once you are inside the 48 hour window we have held those rooms for you and turned other guests away, and we have no realistic opportunity to re-let them.

For example, a two night booking of $200 per night cancelled 12 hours before arrival is charged $400.

Where we do manage to re-let a room for any of the nights you booked, we reduce your charge by the amount we receive for those nights.

Cancellations must be made in writing to **hello@paroa.co.nz**. A cancellation takes effect when we receive it, not when you send it. If you do not receive an acknowledgement from us within 24 hours, please phone to confirm.

2.3 Group bookings (3 rooms or more)

When you cancel	Fee
More than 30 days before arrival	No fee
30 to 7 days before arrival	50% of the total booking value
Less than 7 days before arrival, or no-show	100% of the total booking value

Reducing the number of rooms in a group booking is a partial cancellation, and the fees above apply to the rooms you cancel. A group booking remains a group booking for the purposes of these terms even if it later drops to fewer than 3 rooms.

Where we manage to re-let a cancelled room for any of the nights booked, we reduce your charge by the amount we receive for those nights.

2.4 Non-refundable rates

Some rates and special offers are non-refundable. These are clearly labelled at the time of booking and require full payment when you book. They cannot be cancelled, changed, refunded or transferred.

2.5 Early departure

If you check out earlier than your booked departure date, you remain liable for the full booked stay unless we agree otherwise in writing.

2.6 Changes by us

We will always try to honour your booking as made. If we cannot accommodate you due to circumstances beyond our reasonable control, we will either move you to a comparable room, help you find comparable accommodation nearby, or refund you in full. Our liability in that situation is limited as set out in section 12.

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3. Pre-Authorisation Hold

This section explains how we hold funds on your card. Please read it before you book.

3.1 What we hold and when

Approximately **48 hours before your scheduled arrival**, we place a pre-authorisation hold on the card you provided at booking.

The amount held is the **total value of your stay, capped at two nights' tariff**. For example:

- A one-night booking of $200: we hold $200.
- A two-night booking of $400: we hold $400.
- A five-night booking of $1,000: we hold $400, being two nights.

3.2 What a pre-authorisation is

A pre-authorisation is **not a payment**. It is a temporary hold that reserves the amount on your card. The money is not taken by us and does not become ours.

If you are using a debit card, the held amount will leave your available balance and you will not be able to spend it until the hold is released. This is how debit cards work and it is outside our control. We strongly recommend you use a credit card.

3.3 What the hold covers

The hold is a security for:

- any cancellation fee or no-show charge under section 2
- your accommodation charges, if they are not otherwise paid
- food, beverage and other charges you post to your room
- minibar and in-room items consumed
- any fee in the Schedule of Charges at section 9
- loss of, or damage to, our property caused by you or your guests, in accordance with section 8

3.4 Payment for your room is separate

Payment for your accommodation is taken **at check-in**, by a separate transaction. The pre-authorisation hold remains in place during your stay. This means that during your stay both the room payment and the hold amount will be committed on your card at the same time.

3.5 Release of the hold

After you check out, and once we have confirmed there are no outstanding charges and no damage, we release the hold.

Once we release it, the timing of the funds returning to your account is **determined by your bank, not by us**. This typically takes 3 to 10 business days. We cannot speed this up. If the funds have not returned to you after 10 business days, please contact your bank in the first instance.

3.6 Additional or replacement holds

Card issuers place their own limits on how long a hold can last, and some holds expire automatically. We may place an **additional or replacement pre-authorisation hold** at check-in or at any point during your stay where:

- your stay is four nights or longer
- the original hold has expired or been declined
- your charges to the room are approaching or exceed the amount held

Where more than one hold is active, we will release any hold we do not need.

3.7 If we need to charge against the hold

We may convert all or part of the hold into a payment where you owe us money under these terms. Before we do that for damage or loss, we follow the process in section 8.

If the amount you owe exceeds the amount held, you remain liable for the balance and we will invoice you for it.

3.8 If we cannot place a hold

If your card is declined, expired, or we cannot place the hold, we will contact you. If we cannot secure a valid card before your arrival, we may treat the booking as cancelled and release the room, and the cancellation fees in section 2 will apply.

3.9 Card surcharges

A card surcharge of up to 2% applies to credit card and contactless payments. The surcharge is shown to you before you confirm the payment, and it appears as a separate line on your receipt.

The surcharge covers the fees our bank charges us to accept the payment. It does not exceed what it costs us to accept your card. No surcharge applies to cash or to EFTPOS payments made by inserting or swiping your card.

The pre-authorisation hold at section 3 is not a payment, and no surcharge applies to it.

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4. Payment

Currency. All amounts are in New Zealand Dollars and include GST unless stated otherwise. Currency conversion costs and any fees charged by your own bank are your responsibility.

Individual bookings. Payment is taken at check-in unless the rate you booked requires payment earlier.

Group bookings. Full payment is due 30 days before arrival unless we have agreed a different arrangement in writing.

Accounts. We do not offer credit accounts unless agreed in writing in advance.

Room charges. Where we allow you to charge food, beverage or other items to your room, those charges are payable on check-out. We may decline to allow room charging, or set a limit on it, at our discretion.

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5. Check-In and Check-Out

Check-in: from **2:00pm Check-out:** by **10:00am**

Early check-in may be available by arrangement. It is not guaranteed and may attract a charge, which we will tell you about before you accept it.

Late check-out may be available by arrangement. Without a prior arrangement, if you have not vacated the room within one hour of the check-out time, a charge of **one night's tariff** applies, because the room cannot be serviced and resold.

Identification. We may ask for photo identification at check-in. The name on the identification must match the booking. We may refuse check-in where identification is not provided.

Minimum age. The person making the booking and the person checking in must be **18 years or older**. Guests under 18 must be accompanied by a responsible adult who is staying at the Hotel.

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6. House Rules

These rules exist so every guest gets a decent night's sleep and the rooms are in good order for the next person. Breach of these rules may result in a charge under section 9, and in serious cases we may ask you to leave without a refund.

6.1 Registered guests

Only the guests named on the booking may stay in the room. If additional people stay overnight without being registered, a charge of the full published rate per person per night applies, and we may ask you to leave.

Visitors are welcome in the public areas of the Hotel. Visitors are not permitted in guest rooms after 10:00pm.

6.2 Noise and quiet hours

Quiet hours are 10:00pm to 7:00am. Noise that can be heard from outside your room during this period is not acceptable.

6.3 Parties and gatherings

Parties and gatherings are not permitted in guest rooms at any time. If you want to host something, talk to us and we will find you a space in the Hotel.

Where we determine a party or gathering is taking place in a room, we may end your stay immediately. You will forfeit the balance of your booking and be charged one night's tariff, in addition to any damage or cleaning costs.

6.4 Smoking and vaping

Paroa Hotel is entirely smokefree and vape-free indoors. This includes all guest rooms, corridors and indoor public areas, and applies to cigarettes, cigars, vapes and any other smoking or vaping device.

Smoking or vaping in a guest room attracts the charge set out in section 9.

6.5 Pets

Pets are not permitted anywhere on the property.

Disability assist dogs, as defined in the Dog Control Act 1996, are welcome. Please tell us when you book so we can allocate a suitable room.

6.6 Cooking

The cooking of shellfish, seafood, and other strong smelling foods is not permitted in our units. These odours linger in soft furnishings and take the room out of service for the following guest.

Breach of this rule attracts the charge set out in section 9.

6.7 Alcohol

We are licensed under the Sale and Supply of Alcohol Act 2012 and we take our host responsibility obligations seriously.

- Alcohol is not to be brought onto the licensed premises for consumption. BYO is not permitted.
- Our staff will refuse service to any person who is intoxicated, and to any person under 18 or who cannot produce approved evidence of age.
- Refusal of service is not negotiable and is not grounds for a refund.

6.8 Fire safety

Do not tamper with, cover, or disable smoke detectors, fire extinguishers, sprinklers or any other fire safety equipment. This is dangerous and it is an offence.

Where a guest's actions cause a fire alarm activation and a Fire and Emergency New Zealand callout, the charges in section 9 apply.

6.9 Behaviour

Abuse, threats, harassment or violence towards our staff or other guests will not be tolerated. We will ask you to leave immediately, with no refund, and we will involve the Police where appropriate.

6.10 Vehicles and parking

Parking is provided free of charge for guests, at your own risk. We are not responsible for loss of or damage to vehicles or their contents.

6.11 Lost property

We will hold lost property for 30 days. We can return items at your cost. Unclaimed items after 30 days may be disposed of or donated. Perishable items are disposed of immediately.

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7. Right to Refuse or End a Stay

We may refuse a booking, refuse check-in, or end a stay in progress where:

- a guest breaches these terms or the house rules
- a guest is abusive, threatening or violent
- a guest damages our property
- we reasonably believe a booking has been made fraudulently, or on a stolen or unauthorised card
- we are required to by law

Where we end a stay because of your conduct, no refund is payable for the unused portion of the booking.

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8. Damage, Loss and How We Handle It

8.1 Your responsibility

You are responsible for the condition of your room and for the conduct of everyone in your party and any visitors you bring onto the property. You are liable for the cost of repairing or replacing anything you or they damage, lose or take, beyond fair wear and tear, and for any loss of income where a room cannot be sold as a result.

8.2 Our process

If we identify damage, loss, or a charge under section 9, this is what happens.

1. **We record it.** We photograph the room before it is serviced, on the day the damage is found.
2. **We notify you within 24 hours of your departure.** We email the address on your booking, describing what we found, attaching the photographs, and setting out the amount and how we calculated it.
3. **You have 48 hours to respond.** If you dispute it, reply to that email and tell us why, with anything you want us to consider. We will look at it properly and reply to you.
4. **We charge on the third day.** If you do not respond within 48 hours, or your response does not change the position, we charge the amount to your pre-authorisation hold, or invoice you for any balance above it.

We work to this timeframe because the pre-authorisation hold on your card is released automatically a short time after your departure. Once it is released we cannot use it, so we deal with these matters quickly rather than leaving them open.

8.3 Immediate charges

Where damage is serious, where the room cannot be sold, or where you have already been spoken to about the matter during your stay, we may charge the hold at once. We will still send you the photographs, the amount and our reasoning at the time we do it, and you can still come back to us under section 8.4.

8.4 If you disagree after we have charged

If you believe we have charged you in error, email **hello@paroa.co.nz** and we will review it. If we got it wrong, we refund you. This does not affect any rights you have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

8.5 Charges are based on actual cost

Except for the fixed charges published at section 9.2, any damage charge reflects the actual cost we incur to repair or replace the item on a like for like basis, evidenced by a supplier price, quote or invoice. We will not charge you more than our actual loss.

9. Schedule of Charges

9.1 Damage, loss and breakages: replacement cost, like for like

Where you damage, stain beyond cleaning, lose or remove any of our property, **we charge you what it actually costs us to replace or repair it, on a like for like basis.**

"Like for like" means we replace the item with the same make, model and quality, or the nearest equivalent available to us if that exact item is no longer sold. We do not upgrade the item at your expense, and we do not charge you for improving on what was there.

This applies to everything in the room and on the property, including linen, towels, bedding, pillows and mattresses, appliances, remotes, crockery, glassware and cutlery, furniture, fixtures, fittings, artwork, doors, walls, flooring and grounds.

How we work out the amount. We use the price we actually pay our supplier, or the repair quote or invoice we actually receive. We will show you that evidence as part of the process in section 8. If an item can be properly cleaned or repaired rather than replaced, we charge for cleaning or repair, not replacement.

We do not charge for fair wear and tear. Normal use is expected and is our cost, not yours.

Loss of income. Where damage means a room cannot be sold, we also charge one night's tariff for each night the room is out of service, up to the point it is back in use.

9.2 Fixed charges

These are the only fixed charges we apply. They reflect deep cleaning, the room being taken out of service, and loss of income.

Item	Charge
Smoking or vaping in a guest room	One night's tariff for that room
Cooking of shellfish, seafood or strong smelling food in a unit	One night's tariff for that room
Excessive cleaning required (soiling, vomit, spills, rubbish) beyond normal servicing	One night's tariff for that room
Unregistered overnight guest	Full published rate, per person, per night
Late check-out without arrangement (beyond one hour)	One night's tariff
Lost or unreturned room key or fob	$40
Ending of stay for breach of house rules (party, abuse, damage)	Forfeiture of the balance of the booking, plus one night's tariff

9.3 Fire safety

Item	Charge
Fire and Emergency New Zealand callout caused by guest breach of these terms	The full amount charged to us by FENZ, plus a $150 administration fee
Tampering with, covering or disabling a smoke detector	Replacement or reinstatement cost, plus any FENZ charge above
Discharged or missing fire extinguisher	Replacement or recharge cost, plus any FENZ charge above

9.4 Unpaid amounts

Where an amount remains unpaid 14 days after we invoice you, you are liable for our actual debt recovery and legal costs.

All charges include GST.

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10. Bookings Made Through Third Parties

If you booked through an online travel agent or third party website such as Booking.com or Expedia:

- **Their cancellation, payment and refund terms apply to your booking**, not the terms in section 2 of this document. Please check the terms you agreed to with them.
- **Everything else in this document still applies to you**, including the pre-authorisation hold in section 3, the house rules in section 6, the damage provisions in section 8, and the Schedule of Charges in section 9.
- Where the third party has paid us by a virtual card covering the room only, we will require a valid card from you at check-in for the pre-authorisation hold and any incidentals.
- Changes and cancellations to those bookings must be made through the third party. We cannot make them for you.
- We are not responsible for errors in rates, room descriptions or inclusions published by third parties.

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11. Functions and Events

These terms apply where you book a function, event or private dining at Paroa Hotel.

11.1 Confirmation and deposit

A booking is confirmed when we receive:

- your written acceptance of the function quote, and
- a **deposit of 50% of the quoted total or the agreed minimum spend**.

Until both are received, the date is held on a tentative basis only and we may release it to another client.

11.2 Final payment and final numbers

- **Final guest numbers** are due 7 days before the event. This number becomes the minimum you are charged for, even if fewer people attend.
- **Final payment** is due on the day of the event unless we have agreed credit terms in writing.
- Additional charges incurred on the day are payable on the day.

11.3 Function cancellation

When you cancel	Fee
More than 60 days before the event	Deposit refunded, less a $150 administration fee
60 to 30 days before the event	Deposit forfeited
30 to 7 days before the event	50% of the quoted total or agreed minimum spend
Less than 7 days before the event	100% of the quoted total or agreed minimum spend

Postponement is treated as a cancellation unless we agree otherwise in writing.

11.4 Function conduct

- The person who books the function is responsible for the conduct of all attendees and for any damage they cause.
- Our host responsibility obligations under the Sale and Supply of Alcohol Act 2012 apply in full. Our staff will refuse service to intoxicated guests and to minors. This is not negotiable and does not entitle you to any refund.
- We do not permit BYO alcohol.
- We do not permit the removal or relocation of Hotel furniture, fittings or equipment without our agreement.
- Decorations, signage and equipment brought in by you must be agreed with us in advance, and removed at the end of the event. We may charge for removal and for any damage caused by fixings.
- Confetti, glitter, rice and similar are not permitted indoors. A cleaning charge applies.
- We reserve the right to end a function where the conduct of attendees is unsafe, unlawful, or unacceptable. No refund is payable in that situation.

11.5 Suppliers and external contractors

Any external supplier you engage, including entertainers, photographers and caterers, must be approved by us in advance and must comply with our health and safety requirements while on site. You are responsible for their conduct and for any damage they cause.

11.6 Things outside our control

If we cannot hold your event because of circumstances beyond our reasonable control, we will offer you an alternative date or refund monies paid. Our liability is limited as set out in section 12.

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12. Liability

By making a booking you confirm that you are of sufficient age and legal capacity to enter into a binding contract and to accept liability for charges incurred under it.

To the extent permitted by law:

- We are not liable for indirect or consequential loss arising from your stay, your event, or your use of our facilities.
- We are not liable for loss of or damage to your personal property, including property left in rooms, in vehicles, or in public areas, except where the loss is caused by our negligence.
- Our facilities and grounds are used at your own risk.

Where you are a consumer under the Consumer Guarantees Act 1993, nothing in these terms limits or excludes your rights under that Act.

Where you are booking for business purposes, the Consumer Guarantees Act does not apply, and our total liability to you is limited to the amount you paid us for the booking.

Nothing in these terms limits our liability for death or personal injury caused by our negligence, or for fraud.

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13. Privacy Policy

We are committed to protecting your personal information in accordance with the **Privacy Act 2020**.

13.1 What we collect

- Your name, contact details, address and date of birth
- Payment card details and billing information
- Booking details, room preferences, dietary requirements and accessibility needs
- Details of your stay, including charges and incidents
- Correspondence with us
- CCTV footage, where you are in an area covered by our cameras
- Identification details, where we ask to sight identification at check-in

13.2 Why we collect it

- To take, manage and honour your booking
- To process payments and pre-authorisation holds
- To meet our obligations under the Sale and Supply of Alcohol Act 2012 and other law
- To provide the services you have asked for
- To keep our guests, staff and property safe
- To handle incidents, damage and disputes
- To send you offers and news about the Hotel, where you have not opted out

13.3 Marketing

Where we hold your contact details, we may send you occasional offers and news. Every message includes an unsubscribe option. You can opt out at any time by emailing hello@paroa.co.nz.

13.4 Who we share it with

We do not sell your personal information.

We share it only:

- with our payment processor and our booking system provider, so we can take your booking and process payment
- where required by law, including to the Police, a Court, the Licensing Inspector or a regulator
- with our insurers or advisers, where necessary to deal with a claim or a dispute
- where you have asked us to

Some of our service providers store data outside New Zealand. Where that happens, we take reasonable steps to ensure comparable protection applies.

13.5 Card details

We do not store full card numbers on our own systems. Card details are held securely by our payment provider in accordance with card industry security standards.

13.6 CCTV

We operate CCTV in public areas of the property for the safety and security of guests, staff and property. We do not operate CCTV in guest rooms or bathrooms. Footage is retained for a limited period and is only accessed where there is a proper reason to do so.

13.7 How long we keep it

We keep your information only as long as we need it, and as long as the law requires. Financial records are kept for 7 years as required by the Inland Revenue Department. Marketing contact details are kept until you opt out. CCTV footage is retained for approximately 30 days unless it is needed for an incident or investigation.

13.8 Your rights

You have the right to ask us what personal information we hold about you, and to ask us to correct it if it is wrong. Email **hello@paroa.co.nz** and we will respond within 20 working days, as required by the Privacy Act 2020.

13.9 Security and breaches

We hold your information securely and limit access to staff who need it. If we experience a privacy breach that is likely to cause you serious harm, we will notify you and the Office of the Privacy Commissioner as required by law.

13.10 Complaints

If you are not happy with how we have handled your personal information, contact us first at hello@paroa.co.nz. If you are still not satisfied, you can complain to the Office of the Privacy

Commissioner at www.privacy.org.nz.

14. General

Changes to these terms. We may update these terms. The version that applies to your booking is the version published on our website at the time you made your booking.

Governing law. These terms are governed by New Zealand law. Any dispute will be dealt with in the New Zealand courts.

Severability. If any part of these terms is found to be unenforceable, the rest continues to apply.

Entire agreement. These terms, together with your booking confirmation, form the agreement between us.

15. Contact Us

Paroa Hotel Paroa Hotel Limited (NZBN 9429030728523)

508 Main South Road, Paroa, Greymouth 7805, New Zealand

Email: **hello@paroa.co.nz** Phone: **(03) 762 6860** Freephone (within New Zealand): **0800 762 6860**

For questions about your booking, these terms, or your personal information, please contact us using the details above.