

TFE Hotels Conditions of Stay (New Zealand)

By signing these Terms and Conditions you acknowledge and agree that:

- (1) you have read, understood and agree to any specific terms and conditions that are applicable to your stay at the hotel specified above (**Hotel**), including any specific releases and indemnities, available at www.tfehotels.com/en/terms-conditions/;
- (2) you must checkout of all rooms by 11.00 am on the date shown for your departure and return any keys and/or security cards;
- (3) you are personally liable for, and must pay us any additional costs, fees, expenses and charges associated with:
 - (i) any goods and services that you or your guests or invitees consume or use;
 - (ii) keeping any room(s) empty to facilitate your requested check-in time;
 - (iii) you or your guests departing after the checkout time above;
 - (iv) remedying any loss or damage caused by you or your guests or invitees during your stay to any part of the premises of the Hotel, including any loss or damage arising from any false or improper activation of a fire alarm, fire extinguisher or other similar safety device;
 - (v) replacing lost or unreturned keys / security cards;
 - (vi) any additional time our housekeeping requires to clean any room(s) covered by your reservation due to smoking, extra cleaning, furniture rearrangement, unreasonable mess, illness, violence or abuse of in room furniture or equipment; and
 - (vii) additional persons staying in any room(s) covered by your reservation, (in each case, the **Charges**);
- (4) you are responsible to pay all Charges, applicable room rate(s) and any associated fees in connection with all rooms covered by your reservation (whether or not you are staying in the rooms) and the actions of all your guests and invitees (including any and all Charges that are caused by your guests and invitees);
- (5) you must pay us all Charges for which you are responsible at the time of your departure (unless we agree to alternative payment terms in writing or otherwise seek payment on an interim basis) and if any Charges remain outstanding after your departure (or any alternative payment period), we will have the right to add such Charges to your account or to charge such Charges to any credit card associated with your reservation or account;
- (6) settling your account via credit card may incur additional credit card transaction fees, including a 1.2% fee for Visa, Mastercard, American Express or China UnionPay cards in Australia, a 1.5% fee in New Zealand, or a 2.5% fee for Diners Card or Japan Credit Bureau cards;
- (7) you must advise us of any change in the number of persons staying in any room covered by your reservation;
- (8) any activity of a commercial or promotional nature is not permitted anywhere within the Hotel without the prior written approval of hotel management;
- (9) any money, jewellery or other valuables, goods or vehicles that you or any of your guests or invitees brings into any part of the premises of the Hotel (**Possessions**) remain your responsibility and:
 - (i) we are not responsible for their safekeeping; and
 - (ii) neither you nor any of your guests or invitees will make any claim against us for any damage or loss to those Possessions, regardless of how or where the loss or damage occurred;
- (10) regardless of length of any stay at the Hotel, there are no tenancy, lease or other rights created under any landlord, tenant or other laws;
- (11) you and each of your guests and invitees must comply with any policies provided or otherwise advised to you from time to time;
- (12) we grant you and your guests a licence to stay in the Hotel for the dates of your reservation as specified above, and we may terminate that licence at any time in our sole and absolute discretion without providing any reason. You agree that this agreement does not grant you any tenancy, residential or other rights under any

landlord or tenant arrangement, and that the room you are occupying is temporary accommodation only and not your principal place of residence;

(13) we have the right to exercise, enforce and comply with any and all requirements, rights and obligations set out in or provided by any liquor licenses that are held by the Hotel; and

(14) you have obtained the appropriate permission from all individuals for whom you are submitting personal information and you, and any individual for whom you are submitting personal information, consent to the processing of such personal information in accordance with the privacy policy of **TFE Hotels**, which is available at www.tfehotels.com/privacy-policy (**TFE Hotels Privacy Policy**).

These Terms and Conditions are governed by the law in force in New Zealand and you irrevocably submit to the non-exclusive jurisdiction of courts exercising jurisdiction in New Zealand and the courts having appeal from them. If a provision in these Terms and Conditions is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from these Terms and Conditions and this does not affect the validity or enforceability of the remainder of the provision or these Terms and Conditions. By signing this guest registration card (including these Terms and Conditions), you authorise TFE Hotels to collect, process and use any information that you provide to TFE Hotels (including any personal information whether about you or another individual) for any lawful, business related purpose and to store and transmit such information in accordance with the TFE Hotels Privacy Policy. If you have chosen to sign up to the TFE Hotels eClub, you agree to receive updates, news, offers and promotions from TFE Hotels and selected third parties through email and direct mail.

You indemnify, and will at all times keep the Hotel and each of its officers, employees, agents, contractors and sub-contractors indemnified against any liability, loss, damages, cost or expense (including legal and settlement costs determined on a full indemnity basis) incurred by the Hotel arising out of or in any way connected with personal injury, including sickness and death (including but not limited to in relation to exposure to or infection from a contagious illness) caused, contributed to or brought about by an act or omission of the Hotel or any of its officers, employees, agents, contractors and sub-contractors.

You hereby waive, release and indemnify the Hotel and each of its officers, employees, agents, contractors and sub-contractors from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages and liabilities, whether known or unknown, in law or equity, that you had or may have, arising from or in any way related to your stay at the Hotel, or your use of the facilities and equipment made available by the Hotel for your use during your stay.