



SMART CARD

Terms and Conditions

Introduction

1. Scope

These terms and conditions **“Conditions”** govern your possession and use of your Wellesley Boutique Hotel WBH or “we”, “us” or “our” Smart Card hereafter referred to as the Card or Cards.

2. Cards

WBH operate the Card system in respect of your use of the Card in accordance with these Conditions. Cards are issued by WBH. Each Card initially contains the amount of Stored Value purchased for the Card at the time the Card is issued, and then such residual value as may remain on the Card from time to time (Stored Value).

3. Conditions

The Card is issued subject to, and must be used in accordance with, these Conditions. By accepting or using the Card, you accept all of these Conditions. If you do not accept these Conditions, you must refrain from using the Card.

4. Changes

We may (at any time and with prior notice to you) revise these Conditions. Changes to these Conditions will take effect immediately once they are published on WBH Website (www.wellesleyboutiquehotel.co.nz). By ordering, or continuing to use, the Card after we have published revised Conditions, you agree to be bound by the revised Conditions.

5. Defined terms

Where a definition is set out anywhere in these Conditions, that definition shall apply to the rest of these Conditions unless the context otherwise requires.

Conditions of issue and use

6. Primary obligations

You agree to:

1. use the Card only in accordance with these Conditions;
2. comply with all notices, policies, and instructions relating to the use of the Card that we may issue from time to time as detailed on www.wellesleyboutiquehotel.co.nz;
3. provide us with any information and assistance that we may reasonably request relating to the issue, use, suspension, and/or cancellation of the Card;
4. comply with all laws and regulations applicable to your use of the Card;
5. take proper care of the Card to avoid damage including keeping the Card flat and not bending it (as that may damage the Card);
6. not misuse, deface, or deliberately damage or destroy, the Card;
7. not tamper with, or allow anyone else to tamper with, the Card.

7. Carrying Cards together

You should not carry two or more Cards together (for example, in your pocket, wallet, or handbag).

8. Right to retain

The WBH shall be entitled (without providing any reason for doing so) to confiscate or retain any Card which:

1. WBH suspect or have reason to believe has been fraudulently issued, stolen, tampered with, or used in breach of the Conditions; or
2. was not issued to the person presenting the Card.

9. Co-operation

You agree to co-operate with WBH and, if applicable, the Police, in recovering your Card if it is lost or stolen, or if we suspect any suspicious behaviour or activity in relation to your Card.

Risk and title, expiry, suspension, cancellation, card transfer

10. Expiry

Any Stored Value on the Card will be forfeited at the expiration of one (1) year (ie: 365 days including the day on which the Stored Value was added to the Card).

11. Cancellation

We may, in our absolute discretion, cancel any Card if you breach, or WBH suspects you have breached, any of these Conditions.

12. Funds (Stored Value) Transfer

Where you lawfully hold the Card, you may (except where specifically provided otherwise in these Conditions) permanently transfer funds (Stored Value) from your Card to the Card of another person. A fee may be charged for this service.

13. Card return

We may at any time require you to return your Card in the manner notified by WBH. In such event, we will replace your Card with a Card having an equivalent Stored Value.

14. Multiple Cards

On your request and upon your paying a fee of \$15.00 (including GST) per additional Card we will issue an additional Card (or additional Cards) which is or are able to be used with the original Card and share the Stored Value with the original Card such that any of those Cards can be used to complete all transactions on the same Stored Value.

15. Ordering

You may request the Card by completing and submitting an order form available from reception at the WBH or by calling us on +64 4 474 1308. When you request a Card, you must provide all required information such that it is truthful and correct.

Stored Value, usage and charges

16. Minimum and maximum amounts

When you purchase a Card you are required to buy an initial minimum amount of \$200 Stored Value. The minimum amount you may credit (add) to your Card shall be \$200. There is no maximum amount that can be held on the Card. Additional Stored Value can be credited to any Card at reception at the WBH or at such other location as WBH at its sole discretion may allow. The Stored Value credited to the Card shall be 25% more than the amount paid. Additional Stored Value may be paid for by cash, eftpos or cheque and the full amount plus 25% will be credited to the Stored Value without fee or deduction. Additional Stored Value may be paid for by Credit Card and the full amount plus 25% will be credited to the Stored Value but 3% of the amount paid (not including the additional 25%) will be debited (subtracted) from the Stored Value.

17. Determination of Stored Value

The determination by us as to the amount of Stored Value on a Card shall be final and conclusive. We reserve the right to correct the Stored Value on your Card if we believe that a technical or accounting error has occurred. For the purposes of such determination, the value as determined by us and shall be deemed to be conclusive and binding as to:

1. the value encoded in the Card; and
2. our records, including all records that we generate from the Card system.

18. Residual Stored Value

The Stored Value on a Card is non-refundable and, except to the extent permitted under the section 'Cancellation and transfer', non-transferable.

19. Interest

No interest will be payable to you in relation to the Stored Value on any Card.

20. Usage

You may use the Card to pay for:

1. Food and beverages at the WBH
2. Accommodation and ancillary services at the WBH

in every case, in accordance with these Conditions.

You may not use the Card to pay for any functions at the WBH, including pre-function food and beverages held on the ground floor as part of, or in conjunction with, a function.

21. Right to refuse

We may refuse to accept the Card for payment if:

1. the Card is expired, suspended, or cancelled;
2. we suspect that the Card has been fraudulently issued, stolen, tampered with, or used, or that the Card may in any way pose a risk to the Card system;
3. the Stored Value on the Card is insufficient or has been exhausted;
4. the Card system is unable to process the payment for any reason whatsoever;
5. the Card is being offered to pay for goods and services that do not qualify for payment with the Card; or
6. you do not comply with these Conditions.

22. Transaction details

All transaction details, and other details recorded as a result of you using the Card will be recorded and retained by us. You are able to request a print out of your transactions from reception at the WBH or by calling us on +64 4 474 1308; you acknowledge that there may be delays in the updating of certain transaction data, and that there may be a charge for this service.

23. Debits to Stored Value and Fees

The Stored Value on a Card will be debited in the circumstances set out below:

1. Payment Transactions;
2. Fees as specified in these Conditions;
3. Other charges as specified in these Conditions.

When you use a Card to pay for goods or services, the Stored Value on the Card will be debited by the amount payable for the goods or services.

The charges and other amounts payable to us under these Conditions are stated and payable in New Zealand dollars, and are inclusive of any applicable Goods and Services Tax (GST). We may vary any such charges and amounts at any time by publishing revised Conditions in accordance with the Clause 4 ('Changes'). We may also introduce additional fees and charges in relation to any services or functionality relating to the Card and the Card system that we introduce in the future.

Lost, stolen, or non-functioning Cards

24. Your responsibility

You are responsible for safeguarding your Card against loss, damage, and theft, and ensuring that your Card is not used by any person without your permission. We shall have no obligation to prevent the use of a lost or stolen Card by a person. We will also have no obligation to cancel any lost or stolen Card or to transfer the Stored Value on that lost or stolen Card to a replacement Card.

25. Non-functioning Cards

We will not be responsible or liable for replacing any non-functioning Card except where we, in our absolute discretion, determine that the Card's failure to function is the result of an inherent manufacturing defect. In particular, we will not be responsible or liable for replacing any Card that has been rendered non-functioning by reason of the Card being:

1. bent, scratched, folded, snapped, torn, delaminated, chipped, cut, cracked, punctured, crushed, or smashed;
2. melted, burnt, frozen, or exposed to any other extreme temperature;
3. immersed in water, or otherwise exposed to liquid;
4. tampered with in any way; or

5. used otherwise than in accordance with any of our instructions or guidelines relating to the Card, or where we determine that you have failed to take proper care of the Card.

Cancellation, Replacement and Transfer of Stored Value from non-functioning Cards

26. Cancellation of Cards

If a Card is rendered non-functioning, you may ask us to cancel that Card by:

1. calling us on +64 4 474 1308. You will also be required to supply your Card number, full name, and answer some security questions; and
2. returning the Card to us to the address that we notify to you, to enable us to determine whether Clause 25 (Non-functioning Cards) of these Conditions applies.

27. Replacement of Cards

When requested we may replace a Card for whatever reason and, except for an inherent manufacturing defect (as noted in Clause 25) a fee of \$20 (including GST) shall be payable and will be debited against your Stored Value.

28. Transfer of Stored Value

When requesting cancellation of a Card that has been rendered non-functioning, you may also request the transfer of any residual Stored Value from that Card to a replacement Card. When you request a transfer of Stored Value:

1. you must return the Card to us to the address that we notify to you, to enable us to determine whether Clause 25 of these Conditions applies;
2. you must confirm the reason for the transfer (e.g. non-functioning, lost or stolen card);
3. subject to Clause 25 (Non-functioning Cards), you must pay the Card charge applicable at the time you request the transfer for the replacement Card, together with an administration fee of \$15 (incl. GST);
4. we will do our best to promptly cancel the original Card and we will transfer any residual Stored Value (as at the time you requested the transfer) to the replacement Card;
5. we will not be responsible or liable for any loss or damage that you may suffer as a result of any delay in delivery of the replacement Card, or as a result of us delivering the replacement Card to an address other than the address specified in your order; and
6. our determination as to the amount of Stored Value transferred to the replacement Card shall be final and conclusive, but we reserve the right to make subsequent adjustments to that determination if we obtain transaction records which indicate that an adjustment is required to the amount of Stored Value transferred.

Privacy

29. WBH Privacy Policy

Where we collect personal information from or about you in order to provide you with a Card, or through your use of a Card, the WBH Privacy Policy shall apply. For an explanation of our practices and policies relating to the collection, use, and storage of your personal information, please refer to the WBH Privacy Policy, (set out at the end of these Conditions and) which forms part of these Conditions.

Warranties

30. Exclusion

To the maximum extent permitted by law, we disclaim all warranties, representations, and guarantees (whether, express, implied, or statutory), with respect to the Card system, the Cards, and your use of (or inability to use) the Card system, a Card, (including, without limitation, warranties of availability, accuracy, non-infringement, title, completeness, timeliness, currency, merchantability, or fitness for a particular purpose).

31. Consumer Guarantees Act

Nothing in these Conditions is intended to avoid the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, or to exclude liability arising under any other statute, if and to the extent that such liability cannot be lawfully excluded, and these Conditions shall be modified to the extent necessary to give effect to that intention. If you acquire any goods or services from us for the purposes of a business you agree that the guarantees and remedies provided in the Consumer Guarantees Act 1993 shall not apply.

Liability and indemnity

32. Risk

You carry and use a Card at your own risk, and we will not be responsible for any interference or damage suffered by any electronic device which occurs as a result of your carrying or using a Card.

33. Exclusion

To the maximum extent permitted by law, we (and our respective employees, contractors, and agents) shall not be liable (in contract, tort, or otherwise) to any party for any direct, indirect, special or consequential loss, damage, cost, expense, delay, or inconvenience (including, without limitation, loss of profits, loss of opportunity, interruption of business, and loss of data) that is suffered by that party in connection with:

1. the ordering, issue, use of, inability to use, or reliance upon, a Card;

2. any goods or services purchased using a Card;
3. any delay in issuing a Card;
4. a Card being damaged or non-functioning for any reason (except where we determine in our absolute discretion under Clause 25 (Non-functioning Card) that a Card's failure to function is the result of an inherent manufacturing defect, in which case our liability shall be limited to the issuance of a replacement Card and the transfer of any Stored Value from the non-functioning Card to such replacement Card);
5. a Card being suspended or cancelled for any reason;
6. a Card being confiscated or otherwise retained by us;
7. any period where any equipment, software, or system is unavailable for processing Card transactions (for example, the addition of Stored Value to a Card or the use of a Card for payment),

even if we have been expressly advised of the possibility of such damages.

34. Limitation

If, notwithstanding the exclusion in Clause 33, we are found liable to you under these Conditions (or in contract, tort, or otherwise), to the maximum extent permitted by law, our liability to you shall not exceed in aggregate the sum of \$25 for each Card to which your claim relates.

35. Indemnity

You hereby agree to indemnify us from and against all actions, proceedings, claims, liabilities, penalties, costs (including legal costs on a solicitor and own client basis), awards, damages, losses, and expenses arising directly or indirectly as a result of:

1. your altering, interfering with, or tampering with a Card (or allowing a third party to do so);
2. your failure to comply with any of these Conditions;
3. our collecting, using, storing, and disclosing Third Party Information (as that term is defined in the WBH Privacy Policy) in the manner set out in the WBH Privacy Policy; and
4. your negligent or wilful acts or omissions.

Intellectual property

36. Ownership

The Cards (including any software and data stored thereon), and the Card system, are protected under copyright and other laws of New Zealand, and under international conventions and similar laws abroad. You acknowledge and agree that, unless otherwise stated, all copyright and other intellectual property rights that may subsist in the Cards (including any software and data stored thereon), and the Card system, belong to us or our suppliers (as the case may be).

37. Restriction

Except with our prior written permission in each instance, you must not:

1. alter, remove, or obscure any copyright notice or other notice appearing on a Card; or
2. decompile, reverse engineer, decrypt, resell, distribute, reproduce, or modify any Card (or any software or data stored thereon) in any way or for any purpose (or permit anyone else to do so).

38. No rights conferred

Nothing you do on or in relation to the Cards (or any software or data stored thereon), and/or the Card system will transfer any intellectual property rights to you or licence you to exercise any intellectual property rights except with our express written permission in each instance.

39. Trade marks

You acknowledge and agree that the trade marks appearing on any Card belong to us, our suppliers, or other third parties (as the case may be). Except with the prior written permission of the trade mark owner, you must not use, copy, or adapt any trade mark appearing on a Card (or permit anyone else to do so).

General

40. Assignment and subcontracting

We may assign, transfer or subcontract our rights or obligations under these Conditions without your consent.

41. No waiver

Our failure or neglect to enforce at any time any of these Conditions shall not be construed to be a waiver of our rights, or to in any way affect the validity of the whole or any part of these Conditions, or to otherwise prejudice our rights to take subsequent action. Any waiver made by us in respect of any right provided for in these Conditions shall not be construed to be a waiver of any further or future right arising under these Conditions.

42. Severability

If any of these Conditions is held invalid, unenforceable or illegal for any reason, that provision shall be deemed deleted and the remainder of these Conditions shall remain in full force and effect to the maximum possible extent.

43. Governing law

These Conditions shall be governed by, and construed in accordance with, New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all issues and disputes which may arise under or in relation to Cards, the Card system, or these Conditions. You agree that the New Zealand courts are a convenient forum in which to hear and determine any such issues and disputes.

44. New Zealand use only

The Cards are intended for use in New Zealand and may not satisfy the laws of (or be appropriate or suitable for use in) any other country. You are responsible for compliance with applicable local law and you must ensure that accessing and using the Cards is not illegal or otherwise prohibited by the laws of other countries jurisdictions.

45. Electronic communications

You consent to receiving communications from us electronically (other than promotional messages under the Unsolicited Electronic Messages Act 2007, in which case we will obtain your consent to receiving such promotional messages in accordance with that Act) and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002.

46. Entire agreement

These Conditions constitute the entire agreement between the parties and supersedes all prior communications, representations, agreements or understandings, either verbal or written, between the parties with respect to the subject matter of these Conditions.

47. Force majeure

We shall not be liable for any non-performance, error, interruption, or delay in the performance of our obligations under these Conditions or in the availability or performance of the Card system, if this is due (in whole or in part, directly or indirectly) to any event or circumstance which is outside reasonable control of us, including (without limitation):

1. flood, lightning, acts of God, fire, earthquakes, and other natural disasters;
2. judgments, legislations, acts, orders, regulations, bylaws or other measures of any kind on the part of any court, governmental, parliamentary, or regulatory authority;
3. failure of any electricity or telecommunications service (including the Internet);
4. failure of any equipment, software, computer hardware, or system required for the operation of the Card system where the maintenance and repair of that item is the responsibility of a third party;
5. the acts or omissions of any party for whom we are not responsible.

48. Contact

If you have any questions, compliments, or complaints in relation to a Card or the Card system, please contact us using the contact details set out below.

Wellesley Boutique Hotel Limited

2-8 Maginnity Street, Wellington

New Zealand

Phone: +64 4 474 1308

Email: info@wellesleyboutiquehotel.co.nz

To enable us to respond promptly to complaints, please include your full contact details including your Card number, email address, postal address and contact phone numbers during office hours. If you require a response, we will do our best to respond to as soon as possible.

Privacy Statement

In this policy “Wellesley Boutique Hotel”, “WBH”, “we” and “our” means **Wellesley Boutique Hotel Limited**. WBH is committed to protecting your privacy in all the records we hold including (but not limited to) all written, electronic and on-line records. At WBH, we appreciate that you do not want the personal information you provide to us distributed indiscriminately and here, we explain how we collect information and what we do with it.

What data do we collect? When you submit a proposal or a query to WBH we may ask you to submit information such as your name, e-mail address, postal address and telephone number. You are under no obligation to provide such information. However, if you should choose to withhold requested information, we may not be able to respond to you or provide certain services.

How is the information used? WBH will use the information you provide to:

- o operate the business it carries out;
- o issue and operate your Card or Cards;
- o operate the Card system;
- o identify visitors to our web page;
- o improve the content of our web page;
- o customise the content and/or layout of pages for each individual customer; and
- o carry out research on customer demographics, interests and behaviour.

With whom is the information shared? WBH may disclose aggregate statistics about site visitors and customers in order to describe services to prospective partners, advertisers and other reputable third parties and for other lawful purposes, but these statistics will include no personally identifying information. WBH may disclose personal information if required to do so by law or if it believes that such action is necessary to protect and defend the rights, property or personal safety of WBH, the WBH site or its visitors. The WBH site contains links to other sites. WBH is not responsible for the privacy policies or the content of such other sites.

Security WBH places great importance on the security of all personally identifiable information associated with our customers. We have security measures in place to attempt to protect against the loss, misuse and alteration of customer data under our control. For example, our security and privacy policies are periodically reviewed and enhanced as necessary and only authorised personnel have access to user information. While we cannot ensure or guarantee that loss, misuse or alteration of data will not occur, we use our best efforts to prevent this.

Use of cookies Cookies are pieces of information that a website transfers to your hard drive to store and sometimes track information about you. Most web browsers automatically accept cookies, but if you prefer, you can change your browser to prevent that. However, you may not be able to take full advantage of a website if you do so. Cookies are specific to the server that created them and cannot be accessed by other servers, which means they cannot be used to track your movements around the web. Although they do identify a user's computer, cookies do not personally identify users and passwords and credit card information are not stored in cookies. We may use cookies from time to time to:

- o estimate our audience size and patterns;
- o track preferences and to improve and update our website

Your acceptance of these terms By using the WBH site, you consent to the collection and use of this information by WBH and to the WBH privacy policy. If we change our privacy policy in any way, we will post these changes on this page. Please e-mail any questions, concerns or comments you have about this policy to info@wellesleyboutiquehotel.co.nz or write to us at: Wellesley Boutique Hotel Limited, 2-8 Maginnity Street, Wellington, New Zealand.