

Operator Booking Terms & Conditions

Lauderburn House – Otago Central Rail Trail

These Operator Booking Terms & Conditions (“Terms”) apply to all bookings made by tour operators, cycle companies, travel agents, or similar businesses (“Operators”) through the Lauderburn House website or by direct arrangement.

By making a booking, the Operator agrees to be bound by these Terms.

1. Definitions

- **Accommodation:** Lauderburn House B&B, located at 3375 Becks-Lauder Road.
 - **Operator:** Any business booking accommodation on behalf of guests.
 - **Guest:** The individual(s) staying at the Accommodation.
 - **Rush Booking:** A booking made within the timeframe defined in clause 6.
 - **We / Us / Our:** The owner/operator of Lauderburn House..
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2. Scope of Agreement

2.1 These Terms apply **only to Operator bookings** and operate separately from guest-facing terms.

2.2 Operators book accommodation **as principal**, not as agent of Lauderburn House B&B].

2.3 Operators are responsible for ensuring Guests are informed of:

- House rules
- Check-in/check-out times
- Cancellation and behaviour policies

3. Booking Process

3.1 All bookings are subject to availability and confirmation by us.

3.2 We reserve the right to:

- Decline Operator bookings during peak periods
- Limit group sizes or room allocations
- Close Operator availability at short notice

3.3 Special requests (early check-in, late arrival, dietary needs) are not guaranteed unless confirmed in writing.

4. Rates & Payment

4.1 All rates are in **New Zealand Dollars (NZD)** and include GST unless otherwise stated.

4.2 Unless otherwise agreed in writing:

- Payment is required in full at the time of booking, or
- In accordance with approved Operator credit terms

4.3 Operators are responsible for full payment of:

- Accommodation charges
- Any applicable Rush Booking Fees
- Any charges arising from guest damage or excessive cleaning

5. Operator Commission (10%)

5.1 Approved Operators are entitled to a **10% commission** on accommodation bookings.

5.2 Commission applies to:

- The **base accommodation rate only**

5.3 Commission **does not apply** to:

- Rush Booking Fees
- Extras, add-ons, or third-party services
- No-show bookings.

5.4 Commission will be applied as specified at the time of booking as:

- **Net Rates**, with commission already deducted

5.5 Commission entitlement is conditional upon:

- Full and timely payment
 - Compliance with these Terms
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6. Rush Booking Fee

6.1 A **Rush Booking Fee** applies to bookings made within **24 hours** of arrival.

6.2 The Rush Booking Fee is:

- **NZD \$100 per room per night**

6.3 The Rush Booking Fee:

- Reflects additional operational and staffing costs
- Is **non-refundable**

- Is **not commissionable**
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7. Cancellations & Amendments

7.1 Cancellation charges apply as follows:

- More than **48 hours** prior to arrival: no charge
- Within **24** of arrival: full charge.
- No-shows: **100% of booking value**

7.2 Amendments:

- Are subject to availability
 - May incur additional charges
 - Amendments made within the Rush Booking period may attract a Rush Booking Fee
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8. Guest Conduct & Damage

8.1 Guests are expected to behave respectfully and comply with all house rules.

8.2 Operators accept responsibility for:

- Damage caused by their Guests
- Excessive cleaning required
- Missing or broken items

8.3 We reserve the right to terminate accommodation without refund for serious misconduct.

9. Check-In & Check-Out

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

Late arrivals common to Rail Trail travel should be advised in advance.

10. Pricing & Rate Integrity

10.1 Operators may not advertise or sell accommodation at rates **lower than our published rates** without prior written approval.

10.2 Bundled tour pricing is permitted provided accommodation rates are not separately discounted or misrepresented.

11. Liability

11.1 Guests stay at their own risk.

11.2 To the maximum extent permitted by New Zealand law, we are not liable for:

- Loss or damage to property
- Injury or accident
- Delays or disruptions due to weather, trail conditions, transport issues, or events beyond our control

11.3 Nothing in these Terms limits rights under the **Consumer Guarantees Act 1993**, where applicable.

12. Force Majeure

We are not liable for failure to provide accommodation due to events beyond our reasonable control, including natural disasters, power outages, government restrictions, or Rail Trail closures.

13. Termination

13.1 We may suspend or terminate Operator booking privileges for:

- Repeated cancellations or no-shows
- Non-payment
- Breach of these Terms

13.2 Termination does not affect outstanding payment obligations.

14. Governing Law

These Terms are governed by the laws of **New Zealand**, and the parties submit to the exclusive jurisdiction of New Zealand courts.

15. Acceptance

By making a booking through our website or by direct arrangement, the Operator confirms acceptance of these Terms.