

The Lost Spring Loyalty card scheme: Terms & Conditions

In using this card you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person using this card as the registered cardholder and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to The Lost Spring as a company. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of any payments necessary to undertake the process of our loyalty scheme for the Client in the most appropriate manner, or any other means for the express purpose of meeting the Clients needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing Consumer Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

Privacy Statement

We are committed to protecting your privacy. Authorized employees within the company on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

Confidentiality

Client records are regarded as confidential and therefore will not be divulged to any third party unless legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share or rent your personal information to any third party or use your email address for unsolicited mail. Any emails sent by this company will only be in connection with the provision of agreed services and products.

Disclaimer

The information and offers provided by us are on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this loyalty scheme and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this card.

This company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Cash or EFTpos, all major Credit/Debit Cards and Company Cheque with appropriate ID are all acceptable methods of payment. Our terms are payment in full at the time of purchase. Returned cheques will incur a \$25 charge to cover banking fees and administrative costs. To be eligible for the agreed discounts the loyalty card must be produced at the payment stage, no card no discount.

Termination of Agreements and Refunds Policy

The Lost Spring reserves the right to cancel any membership as it sees fit. Notification of the cancellation will be subject to confirmation in writing and/or for instance, in person, via email, mobile phone 'text message' and/or fax. Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services already underway. No refunds shall be offered, where a service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused services shall be refunded.

General

The laws of New Zealand govern these terms and conditions. By purchasing the card you consent to these terms and conditions and to the exclusive jurisdiction of the New Zealand courts in all disputes arising out of such purchase. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the card will signify your acceptance of any adjustments to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made by contacting you directly and/or on key pages of our website. It is advisable therefore that you check on a regular basis.

These Terms and Conditions form part of the Agreement between the Client and ourselves. Your accessing of the loyalty card and its benefits and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.



Welcome to Whitianga's and New Zealand's newest and most magical thermal attraction and to our Loyalty Card programme. It is an absolute pleasure to have you on board and ready to experience the wonderful mineral waters in our thermal pools, the blissful indulgence and sheer pampering in our day spa and of course, the delicious culinary creations from our restaurant. Thank you for purchasing our new Loyalty VIP card, it really makes sense to reward our most loyal customers and locals with savings on a range of our products and to be able to keep you informed of our latest specials and current news.

The discounts* on offer for you to enjoy are:

- \$10 off the Day rate – was \$45, but for you \$35pp
- \$5 off the Hourly rate – was \$20, but for you \$15pp
- \$1 off the Locker Hire rate – was \$3, but for you \$2 per locker
- \$2 off the Robe Hire rate – was \$10, but for you \$8 per robe
- \$1 off the Extra Towel Hire rate – was \$3, but for you \$2 per towel
- 20% of any treatment in our day spa Monday through Friday

*discounts are for the registered cardholder only and may not be transferred to other accounts.

We look forward to a wonderful relationship with you and urge you to keep an eye on our website, www.thelostspring.co.nz, for any changes to the loyalty scheme or just ask when you are here (whilst soaking up the thermal benefits of course).

Warmest regards from our “family” to yours,

The Lost Spring Team

phone(07) 866 0456 fax (07) 866 0457

The Lost Spring Loyalty Card Service Agreement

I, _____, accept the Terms & Conditions associated with the loyalty card program. I promise to relax and enjoy myself whenever I am at The Lost Spring and will endeavor to ensure others may know of my sense of contentment by spreading the "word". I also promise to inform the fantastic staff & management of anything I believe would be of assistance to allowing The Lost Spring to soar even higher be it with improvements to service, provision of extra services or even if I think the pool could be hotter/colder/filled with champagne (you get the picture) etc, etc.

Date: ____/____/____

No. of Cards needed (1 per person): _____

Credit Card No.: _____ Exp.: ____/____

Name/s on Card: _____
(\$10 per card will be charged & GST receipt will be sent along with your new card/s)

Address: _____

Contact Phone: _____

Email: _____

Signature: _____ Date of Birth: __/__/____

Mobile: _____ Home Phone: _(____)_____

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Office Use Only:

Member Card #: _____ Date Issued: ____/____/____