

Payment Plan Terms and Conditions

This document sets out the terms and conditions for the purchase of your holiday at Ohope Beach TOP 10 Holiday Park by installments under a payment plan. By proceeding with your booking, you confirm that you have read and acknowledge these terms and conditions.

Eligibility to Participate in the Payment Plan

In order to be eligible to pay for your holiday by the payment plan, you must:

- be an New Zealand Citizen or Permanent Resident; and
- be eighteen (18) years of age and over; and
- have a valid debit or credit card (Visa or Mastercard).
- Payment plans are only available:
 - when you book your holiday via our website;
 - when the holiday value is at least \$500.00 and
 - when all payments can be made under the selected payment plan before the final direct debit date.

Payment Plan – Instalment Frequency Options

- Each transaction occurs a \$2.00 admin fee
- You may select the frequency of your repayments on the online checkout screen.
- All instalment payments can only be made using an accepted credit or debit card (Visa or Mastercard only).
- Repayment options can be made weekly, fortnight or monthly, subject to the time frame between the date of your holiday and the date you start your payment plan.

The first and subsequent payments under the payment plan will be deducted as follows:

- Weekly payment option – First payment deducted on the start date. Subsequent payments deducted weekly on the corresponding business day;
- Fortnightly payment option – First payment deducted on the start date. Subsequent payments deducted fortnightly on the corresponding business day; or

- Monthly payment option – First payment deducted on the start date. Subsequent payments deducted monthly on the corresponding business day

The final payment for all payment plan options will be due and payable at least 14 days before the date of the holiday (“final direct debit date”).

- The final payment amount and final direct debit date will be specified in the online checkout screen.
- Any outstanding or missed instalment under a payment plan must be paid by no later than the final direct debit date.
- The amount of each payment due and payable by you under the payment plan will be as specified in the online checkout screen.
- All payments due to us will be collected by us in accordance with the terms of this agreement.
- All payments are in New Zealand dollars. The purchaser is solely liable for any currency conversion fee charged.

Cancellation of the Holiday

- If you do not complete the payments under the payment plan or a payment remains outstanding after the final direct debit date, then the park manager has the right to cancel your booking. Reasonable efforts will be made to contact you (on the contact details you have provided) to collect payment before this is done.
- To cancel your holiday during the payment plan period you will need to contact us in writing and confirm your cancellation no less than 5 business days prior to your next direct debit date. If you do not provide sufficient time for cancellation, we may be unable to cancel your next payment prior to the next direct debit date.
- If your holiday is cancelled by you or us for any reason, including for reasons outlines in clause 4(a) or (b) above, you will be subject to our standard terms and conditions. Please note any payment plan fees incurred before this time, will not be refunded. Terms & conditions.

General conditions

You acknowledge and agree that:

- An admin fee is applied to each instalment of a payment plan
- You must provide us with accurate and complete billing information including your legal name, address, telephone number, email address and in some cases, date of birth or other proof of identification. We will not be liable for any billing errors that occur as a result of you providing inaccurate billing information.
- You must notify us immediately if your card details provided to us for the purposes of charging your payment plan are no longer current or have changed. You can update your card details by contacting us by phone or email. Contact us.
- On or around each direct debit date, we will debit your nominated card for the amount due and payable pursuant to the payment plan.
- The biller name on your card statement will be the name of the Ohope Beach TOP 10 Holiday Park where you have booked your holiday.
- If a direct debit date falls due on a day which is not a business day, the direct debit date will be on the next business day. If you are unsure when the payment will be processed to your card, you should ask your financial institution.
- It is your responsibility to have sufficient funds available on your card to enable your payments to be made on each direct debit date.
- Each transaction occurs a \$2.00 admin fee
- If your card payment is declined or is otherwise unsuccessful, we will use reasonable endeavours to notify you by the contact details you have provided to us (text message, email or telephone) that a payment is overdue. If our attempts to contact you are unsuccessful and the amount remains outstanding, then we reserve the right to debit your card again for that amount after 3 business days.
- In the case of a transaction being rejected for Non Sufficient Funds (NSF) we will attempt to process the payment again and charge you an additional \$20 for each attempt returned NSF.
- You are liable for any bank fees or merchant fees associated with your dishonoured payments.
- Any queries concerning disputed payments must be directed to us in the first instance by contacting us via phone or email.
- Except to the extent that disclosure is necessary in order to process card payments, investigate and resolve disputed transactions or is otherwise required by law, we will keep details of your card payments confidential.

Contact details and notices

It is your responsibility to keep your contact details, including your phone number, email address and postal address up to date and notify us of any changes to those details.

Termination and variations

- The agreement may be terminated by us at any time by notice in writing to you if you breach these terms and conditions.
- You are bound by the latest version of these Terms and Conditions. We will use reasonable endeavours to notify you of any changes to the terms and conditions by placing a notice on the park website. Where there are material changes to these Terms and Conditions that could adversely affect or limit your rights, we will provide additional notice to you by way of the email address you have provided to us and you thereafter have the right to cancel the payment plan in accordance with clause
- Where possible, we will give at least 1 months' notice of such changes.

Privacy

- The Website is owned and operated by Ohope TOP 10 Holiday Park.
- Ohope Beach TOP 10 Holiday Park is committed to protecting the privacy of your personal information.
- For more detailed information about how Ohope Beach TOP 10 Holiday Park collects, stores and uses your personal information in the course of its business activities, please click here to view our Privacy Policy. Alternatively, please call Ohope Beach TOP 10 Holiday Park if you would like a hard copy of the policy sent to you.

Queries and disputes

If you have a query or dispute in regard to the agreement, we ask that you contact please [click here](#) to view our park details.