



THE ELMS - TERMS AND CONDITIONS OF ENTRY

These Terms and Conditions apply to all bookings and to all people entering The Elms historic buildings and gardens complex at 15 Mission Street, Tauranga, New Zealand. By making a booking and/or entering The Elms you have accepted and agreed to comply with these Terms and Conditions of Entry.

If you are booking or buying tickets for others you must share these Terms and Conditions with them and you are responsible for ensuring all group members comply with these Terms and Conditions. If you have any questions concerning these Terms and Conditions, please contact us before making a booking or entering The Elms.

If you do not act in accordance with these Terms and Conditions you may be required to leave The Elms without any entitlement to a refund. If you are part of a group, the group will be treated as one and our staff may remove the whole group from The Elms without any entitlement to a refund.

For the purposes of these terms:

"You" means a customer, being any person entering The Elms, its gardens, car park and all external areas and "Us" means The Elms Foundation, who own and operate The Elms. Any reference to our staff includes all our volunteer guides and/or helpers.

Important Notices

You agree to follow all our signage and the instructions and directions of our staff.

You must not touch or handle any items on display unless you are invited by our staff to do so, as these include valuable historic items of cultural and spiritual significance.

Historic houses and gardens contain risks. This may result in injury. Risks include but are not limited to stairs, uneven surfaces, water features, and natural vegetation. There is also a busy road directly in front of The Elms, which is used regularly by cars and buses.

Please note that no wheelchair access is available to the historic buildings or the toilet facilities.

To the fullest extent permitted by law, you are responsible for your personal property while you are at The Elms. You are not encouraged to bring valuables of any kind into The Elms.

Health and Safety

Reading the safety/evacuation material is compulsory for all people entering The Elms. In order to attend The Elms safely you must be able to understand the safety/evacuation material in full. If you feel you do not understand any aspect of the safety/evacuation material, please let our staff know immediately.

Children and Young People

Anyone under 16 years old must be accompanied by a parent or another responsible adult at all times throughout their visit to The Elms.



Cancellation

We reserve the right to restrict, withdraw, or cancel entry to The Elms and/or any activity or attraction at The Elms any time for reasons beyond our reasonable control, and if so, where you have already paid for your entry tickets, we will refund or transfer your entry ticket/s.

Smoking and alcohol policy

Smoking (including electronic cigarettes or any other artificial cigarettes or smoking devices) and alcohol are not permitted anywhere within The Elms, including the gardens, car park and all external areas. Alcohol supply and/or consumption for special events will only be permissible if discussed beforehand, and agreed to, by The Elms management on such terms and conditions as The Elms may impose in its sole discretion.

Personal Information

Any personal information we collect about you will be held by The Elms Foundation, 15 Mission Street, Tauranga, New Zealand.

Your personal information may be collected so that we can provide services to you. If you do not provide this information, we may not be able to provide services to you. Your personal information will be shared with our staff and any third parties who help us to provide services to you.

If you opt in to receiving further information from us via electronic messages such as via email, text and SMS about special events, offerings, and updates about The Elms, your personal information will also be used by us for that purpose.

You have the right to access and request correction of any personal information about you held by us. For that purpose please contact our Manager at manager@theelms.org.nz.

Legal information

These Terms and Conditions are subject to the laws of New Zealand.

Nothing in these Terms and Conditions is intended to limit or modify any rights that you may have under the Consumer Guarantees Act 1993. Subject to this, to the fullest extent permitted by law:

- you indemnify us and our trustees, employees, staff, officers, contractors, and agents from and against all claims, damages, liabilities, costs, fines, levies, penalties, losses and expenses (including reasonable legal fees) of any nature which we may suffer or incur or for which we may become liable in respect of or arising out of your visit to The Elms; and
- the extent of our liability to you (collectively) for any loss, damage, claim or expense is limited in aggregate to the amount of any entry fee you have paid to us for the relevant visit to The Elms.