

NZ Travel Brokers Booking Terms and Conditions

1. Introduction

Please read the following terms and conditions carefully. You must not make any booking unless you understand and agree with the following terms and conditions. These terms and conditions apply to bookings you make with the **NZ Travel Broker** that you have engaged (we, us, them, they); in person, on the phone or by email.

We will rely on the authority of the party making a booking to act on behalf of any other party involved and the party making the booking will bind all involved travellers to these terms and conditions.

2. Service Commitment

Your **NZ Travel Broker** will provide services with a commitment to deliver them with reasonable care and skill, fit for purpose, charged at a reasonable price and completed within a reasonable time.

3. Agency

We act as an agent for, and sell various travel related products as an agent on behalf of transportation, accommodation and other service providers, such as airlines, coach, rail and cruise line operators, as well as wholesalers.

Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorise us to) make travel bookings on your behalf and to arrange relevant contracts between you and travel service providers. We exercise care in the selection of reputable service providers, but we are not ourselves a provider of travel services and have no control over, or liability for, the services provided by third parties.

All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by these service providers. We can provide you with copies of the relevant service provider terms and conditions on request.

Your legal rights in connection with the provision of travel services are against the specific provider and, except to the extent a problem is caused by fault on our part, are not against us.

Specifically, if for any reason (excluding fault on our part) any travel service provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.

4. Prices

All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Please note that prices quoted are subject to change. Price changes may occur by reason of matters outside our control which increase the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes, supplier tariff increases, and airfare increases. Please contact your **NZ Travel Broker** for up-to-date prices.

Prices will be quoted in New Zealand dollars, unless specifically stated otherwise.

5. Deposits

You will be required to pay a deposit or deposits when booking. Your **NZ Travel Broker** will advise these amounts and when they are due. All deposits are non-refundable for cancellations made by you.

6. Final Payment

Final payment will be required up to 6 weeks prior to departure unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

7. Payments

Payment by credit card: surcharges apply and these may vary between 2% and 3.5% depending on the card you use to make your purchase. We accept Visa, MasterCard, American Express, Q Card, Q MasterCard, Debit Card, GEM Visa and Farmers Card. You authorise us to charge all fees incurred by you in relation to the services provided to your nominated credit card. If payment is not received from the card issuer or its agent for any reason, you agree to pay us all amounts due immediately on demand.

Payment by cash or direct credit: funds are required to be deposited at least 24 hours prior to final payment due date to allow time for cleared funds to appear in our Bank Account. Please include the surname of you and your **NZ Travel Broker** as a reference.

Payment by cheque: funds are required to be deposited at least 7 working days prior to final payment due date to allow time for cleared funds to appear in our Bank Account. Please include the surname of you and your **NZ Travel Broker** as a reference.

Our bank account details are:

BNZ Palmerston North,
NZ Travel Brokers Ltd Trust Account,
020 727 0074481 02

8. Amendment and Cancellation Fees

Cancelled bookings will incur service fees and charges, including supplier fees. These can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Service fees, charges and supplier fees will also apply where a booking is amended, changed or tickets or other travel documents are re-issued.

Where we incur any liability for a cancellation fee or charge for any booking which you cancel or amend, you agree to indemnify us for the amount of that fee or charge in addition to any service fee your **NZ Travel Broker** charges.

The applicable fees and charges will be advised at the time of quoting and booking.

9. Travel Insurance

We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements. Your insurance protection should include cover for cancellation, medical and repatriation expenses, personal injury and accident, death and loss of personal baggage and money and personal liability insurance. Your **NZ Travel Broker** can provide you relevant information about travel insurance options.

10. Travel Documentation

Travel documents include, without limitation, airline tickets, hotel vouchers, tour vouchers or any other document, in electronic form or otherwise, used to confirm an arrangement with a service provider. They may be subject to certain conditions and/or restrictions including, without limitation, being non-refundable, non-changeable and subject to cancellation and/or amendment fees and cannot be transferred to another person to use.

All airline tickets must be issued in the name of the passport or photo identity holder and used in segment order and cannot be used out of sequence, otherwise onward flights may be cancelled.

An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled, so please review your travel documentation carefully and immediately advise your **NZ Travel Broker** of any errors in names, dates or timings.

11. Taxes

Certain taxes are mandatory in various countries. There may also be an additional local tax charged at some airports and hotels. All taxes are subject to change without notice. Airline taxes will be confirmed at the time your airline ticket is issued.

12. Passports

All travellers must have a valid passport for international travel and many countries require at least 6 months validity from date of return and some countries require a machine-readable passport. Your **NZ Travel Broker** will assume that all international travellers booked will have a valid New Zealand passport. If this is not the case, you must let them know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility, except to the extent caused by fault on our part.

13. Visas

If you need information regarding visas, passports and other travel document requirements for your trip, please ask your **NZ Travel Broker**. They can provide you with general information on visa and passport requirements that apply to international travel bookings you make with them. Your **NZ Travel Broker** can also obtain more specific information from an external visa advisory service provider on your behalf and can assist you to obtain visas, fees will apply.

We do not warrant the accuracy of information provided by any external service provider and accept no liability for any loss or damage which you may suffer in reliance on it, except to the extent caused by fault on our part. We do not accept liability should you be refused entry into any country regardless of having a visa, except to the extent caused by fault on our part.

14. Travel Advice

We recommend that you contact the Ministry of Foreign Affairs and Trade or visit their website at www.safetravel.govt.nz for general travel advice, as well as for specific advice, including safety alert levels, relating to the destination you wish to visit. We recommend you register on the **Safe Travel** website, so that you may be more easily contacted in an emergency.

15. Health

It is your responsibility to ensure that you are aware of any health requirements for your travel destinations and to ensure that you carry all necessary vaccination or health declaration documentation.

16. Loyalty Programme Memberships

Please advise your **NZ Travel Broker** all frequent flyer and loyalty programme membership details for inclusion at the time of booking. Check your frequent flyer membership and loyalty programme for the related specific terms. We cannot guarantee that the supplier will credit you with points for your booking. It is your responsibility to retain all boarding passes or other relevant documents for proof of travel.

17. Refunds

We are unable to provide any applicable refund to you until we receive the paid funds back from the relevant supplier. Some supplier refunds may take up to 6 weeks to be paid. Any refunds will be returned to you in the same way as the original booking form of payment.

18. Liability

To the extent permitted by law, neither **NZ Travel Brokers Limited** nor any of its related bodies corporate, directors, employees, brokers or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.

Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law, including the Consumer Guarantees Act. This liability clause is subject to your rights under the Consumer Guarantees Act and nothing in these terms and conditions is intended to limit any rights you may have under the Consumer Guarantees Act or the Fair Trading Act.

19. Governing Law

If any dispute arises in relation to the agreement between you and your **NZ Travel Broker** as constituted by these terms and conditions or otherwise, the laws of New Zealand will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New Zealand and waive any right that you may have to object to an action being brought in those courts.

20. Force Majeure

In these terms and conditions, a reference to force majeure means any of the following: an event caused by war, government action, strike, lockout, other industrial disturbance or labour difficulty, variation in customs duties, act of God, act of public enemy, blockade, revolution, riot, insurrection, civil commotion, lightning, storm, flood, fire, earthquake, explosion, embargo, pandemic, substitution of goods, shortage of supplies, increased shipping or other freight charges, premium on overseas funds, unavailability of or disruption to communication networks, infrastructure or services, unavoidable accident, lack of transportation, or anything done by or to a person, government or other competent authority, except the party relying on force majeure.

21. Assignment

The parties acknowledge that no rights in respect of this contract shall be assigned to any third party.

22. Entire Agreement

The parties to this contract agree that these Terms and Conditions take priority over any other arrangements entered into via the parties. Neither party can rely on earlier written documents, or anything said or done or on behalf of another party, before the terms and conditions have been completed.

23. Variation

No variation of these terms or any of the Agreements will be of any force or effect unless it is in writing and signed by each party to the Agreement.

24. Signatory

The person signing the Terms of Trade or Quotation Summary for or on behalf of the Client warrants that they have the authority of the client to enter this contract. The person so signing hereby indemnifies **NZ Travel Brokers** against all losses and costs that may be incurred by **NZ Travel Brokers** arising out of the person so signing the agreement failing to have such authority.

For the purposes of these Terms and Conditions, any documentation completed by way of email exchange shall be deemed to be written acceptance of the contract terms as outlined in previous clauses referring to confirmation of contract.