

## TRAVEL CONNECTIONS NZ LTD - TERMS AND CONDITIONS

### TERMS AND CONDITIONS

- 1.1 The Terms. Please carefully read the following terms and conditions ("Terms") before using our services or having us create any bookings for you. All documentation issued by us is subject to these Terms, and if applicable, the terms and conditions of the Service Providers (see clause 2.4 below).

### WHO WE ARE

- 2.1 You and us. The words "we", "our" and "us" refer to the agency named above, and our members. The words "you" and "your" refer to the person who, by agreeing to these terms, appoints us as their agent to create bookings for them with Service Providers. You confirm that you have the authority to give us instructions on behalf of each person listed in a booking.
- 2.2 TAANZ [Travel Agent Association of New Zealand] Your broker is a TAANZ registered broker of Travel Connections NZ Limited. Travel Connections NZ Limited is a fully bonded member of TAANZ. Your broker acts as an agent only selling various travel related products on behalf of numerous transport operators, accommodation, and other wholesale service providers.
- 2.3 IATA - [International Air Transport Association] International Air Transport Association (IATA) now requires the inputting of passenger contact information when booking air tickets. A mobile number and/or an email address for passengers is required so that they can be reached by an airline while travelling, in the event of irregular flight operations and/or operational disruptions. These details must be included in all flight bookings. We will automatically add this information into your airline booking unless you notify us that you would prefer us not to. Should you prefer us not to display your contact details in your flight reservations, please note that you may not receive information from the airline relating to flight cancellation or schedule changes, including delay in departure.
- 2.4 Our Service and Obligations to You. Upon your acceptance of our quotation (including amendments as specified by you in writing) we will endeavour to secure your bookings and provide you with documentation for the services detailed. We are agents and not the providers of the services and products supplied by airlines, tour operators, hoteliers, car rental providers and other services. Service Providers: All contractual arrangements for such services are supplied by us strictly as agents for, and on behalf of the Service Providers. All documentation is issued by us subject to Travel Connections NZ Limited, Terms and Conditions, and also the terms and conditions of the Service Providers. What we supply to you is the arrangement and co-ordination of your travel and ancillary

services, the making of bookings, and issuing/supplying of tickets and vouchers to be redeemed by Service Providers. We will exercise all reasonable care and skill in carrying out the above services and in the selection of Service Providers. We acknowledge that we are bound by the statutory guarantees under the Consumers Guarantees Act 1993 where applicable. When issued by each Service Provider, such Service Providers documentation and contract shall, unless inconsistent with the law of New Zealand, constitute the sole agreement relevant to the supply of the service or product and shall be governed by the terms and conditions of that Service Provider subject to the applicable law in the country in which it is supplied. We have no control over the products or services provided by Service Providers, or the way they are provided. We will endeavour to ensure that they are suitable to meet the requirements you have made known to us. We cannot accept liability for loss of any kind which arises from any act, omission or default on the part of Service Providers. Neither can we accept responsibility for loss caused by Acts of God or force majeure such as (but not restricted to) weather or equipment disruptions, acts of government or other authorities, wars, hostilities, civil disturbances, strikes, riots, pilferage, medical or customs regulations or requirements. Travel is an individual experience and opinions and preferences differ from person to person. Individual satisfaction can be affected by many circumstances beyond our control (e.g. Weather) and we cannot be responsible if any aspect of your trip does not meet your expectations. We will take reasonable care and skill in selecting suppliers to ensure your safety and enjoyment. Any adventure activity has some measure of risk and therefore all bookings are made on the condition that you will accept those risks and acknowledge that neither we nor any of our officers, employees, agents, sub-contractors nor your fellow passengers, shall be liable in any way for injury, loss, damage or claim, of any kind to person or property, whether direct, consequential or compensatory, regardless of cause.

## PRICING AND PAYMENT

- 3.1 Pricing. Unless otherwise stated, all prices are in New Zealand dollars and are inclusive of all pre-payable taxes including goods and services tax (GST) if applicable, collectable airport taxes, fuel surcharges and insurance levies. All taxes are subject to change without notice. Prices do not include any items of a personal nature such as alcoholic beverages, gratuities, meals, transport from your home port, for example, unless otherwise indicated. Your travel arrangements can increase in price for various reasons, including currency exchange variances and Service Provider price fluctuations, until full and final payment is received. If you have paid a deposit, we will contact you to advise you of such increases, and we reserve the right to collect the additional amount from you. In

some instances, you can take advantage of price guarantee schemes to ensure that you are not liable for increases. Please consult us about the availability of such schemes. No items other than those specifically referred to are included. Extras not specified are to be paid for directly by you to the supplier and may include the cost of meals, laundry, telephone, insurance, sightseeing, taxes, gratuities, passport and visa fees.

- 3.2 Availability. All prices are subject to availability. We are reliant on information supplied to us by Service Providers and other third parties. Therefore, prices and availability may change after prices are offered to you and before you request that we create bookings on your behalf.
- 3.3 Specials. Specials are available for a limited time. You must check with us whether a special displayed, e.g. [on our website], is still available. There may be terms and conditions that apply to specials.
- 3.4 Errors. Every effort is made to ensure that all information and prices are complete and accurate, but errors may occur from time to time. We reserve the right to correct any errors or omissions, and any bookings based on an incorrect price will not be valid. You will be advised of any such error at the earliest opportunity, and you will then have the option to pay the correct price or cancel and receive a full refund of any monies already paid by you. The price offered to you will be the price applicable to your bookings.

## PASSPORT, VISA and entry REQUIREMENTS

- 4.1 Prior to requesting that we create your bookings. Please forward a copy of the photo page of all travellers' passports prior to requesting that we create bookings on your behalf, so that we can ensure that we spell all travellers' names correctly. Please note that it is your responsibility to ensure that all documentation matches the passport for each traveller on the booking. Any charges for changes or cancellations, associated with errors, will be borne by you.
- 4.2 Passport requirements. Many countries require your passport to be valid for 6 months, or more, beyond the expected date that you return, and for most countries you must have a machine-readable passport. For some countries a valid visa will be required. If you are not on a NZ/Australian passport, you require a re-entry permit. You should check with the relevant consular offices as to the passport and visa requirements for your trip and your personal circumstances. Your passport must be in good condition, if it is damaged or excessively worn it may not be valid. Any criminal convictions or previous contagious diseases may affect your entry into certain countries. While we can assist, your passport and visa requirements are your responsibility. We waive all responsibility including airline charges if we have not sighted your passport.

- 4.3 Visa requirements and visa waivers. Visas are required for many countries and must be obtained prior to arrival into that country. Visas can take varying times to obtain and whilst we can assist with obtaining visas, it is your responsibility to apply for visas in time prior to travelling. An electronic visa waiver program is in place for the United States of America and Canada on dedicated websites. These must be obtained by every traveller on the booking and these waivers can expire. It is your responsibility to make sure you have a current visa waiver.
- 4.4 Re-entry visa. We also require a copy of your New Zealand re-entry visa if you are not travelling on a New Zealand or Australian passport.
- 4.5 Pandemic, Epidemic measures (e.g. Covid-19). Pandemic or epidemic conditions (such as those related to Covid-19) in countries that you are travelling to, from, or through, must be checked by you, including those which restrict your return to New Zealand. We are not responsible should your travel be refused, interrupted, changed or delayed because of epidemic or pandemic measures.
- 4.6 General travel documentation. You are responsible for obtaining all passport, visa and health information and all correct and necessary documentation for each passport holder travelling on the booking. We will assist you to obtain such information on request, however the final responsibility for obtaining the necessary information and complying with any of these requirements remains with you.

## OTHER TRAVEL REQUIREMENTS

- 5.1 Medical requirements. Some countries may require a valid inoculation certificate to enter or transit the country, and it is your responsibility to obtain such certificates. While we can assist, this is your responsibility. If you are travelling with prescription medicines, you are advised to carry a letter from your doctor stating the details of your prescription.
- 5.2 Mileage and loyalty. Your airline Frequent Flyer/Mileage Membership can be entered into your reservation. Please advise your Travel consultant of your membership numbers. Please retain your boarding passes and ticket copies as a record to protect against the airline system not capturing your data correctly. These programs are provided by the airline concerned and Travel Connections NZ Limited accepts no responsibility for default by the airline in honouring such programs. Please note that not all airfares are eligible for points. Travel Connections NZ Limited reserve the right to charge a fee for airline verification of travel completed.
- 5.3 Credits, vouchers and loyalty points. If you plan on using airline or other credits, vouchers or loyalty points to pay for your booking, make sure you let us know well before their expiry date. We are not

responsible if credits, vouchers or points expire before they can be used. We reserve the right to charge a fee for any bookings made on behalf of the relevant passenger/s.

- 5.4 Baggage. Prior to requesting that we create bookings on your behalf, please check that the baggage requirements of the relevant Service Provider are sufficient, as baggage allowances can differ between Service Providers (particularly for things like sports equipment or when your travel is on a smaller aircraft).
- 5.5 Travel advisory. We recommend that you check any travel and health warnings prior to requesting that we create bookings on your behalf.
- 5.6 Insurance. We strongly recommend, and believe it is essential, that you take out appropriate travel insurance to cover your travel arrangements. If you purchase an insurance policy through us, we may receive a commission from the insurance provider for this. If you do not take out insurance that is at your risk. The decision to take out such insurance and the amount of cover taken is entirely your decision. Travel insurance will (subject to the insurance company's policy conditions) include cover for cancellations due to unforeseen events, including, accident, illness, injury, medical costs, luggage, money, rental car excess etc. We suggest you ensure the policy commences when you make your first payment towards your holiday to ensure you receive the benefit of the cancellation and curtailment section of the travel insurance. We advise that there is no cover for carrier or agent default. Medical conditions need to be notified and accepted by the insurance provider (EMC - Existing Medical conditions). Please contact the Insurance Provider to see if these conditions can be covered. Change of Health: - After you have purchased the policy you must inform us of any change to health.

## BOOKING CONDITIONS

- 6.1 Bookings. No booking instruction from you will be binding on us until we have accepted it and confirmed to you.
- 6.2 Deposit. We require a non-refundable deposit to confirm your acceptance of these Terms. Once you have paid the deposit, we will create the bookings we have agreed to make on your behalf. The deposit is part payment of the price of the bookings that we create for you. The deposit may vary depending on the requirements of each Service Provider and their own terms and conditions.
- 6.3 Further Payments. Payments for the balance of your bookings as set out in our advice to you must be made when due. Failure to do so may result in cancellation of your bookings by us or a Service

Provider and no compensation will be payable. Cancellation fees may also be charged by Service Providers and us in accordance with these Terms.

- 6.4 Documentation. Once we have received payment in full of you, tickets and documentation will be finalized and requested from the Service Provider. Delivery of these tickets and documentation to you is dependent on each Service Provider.
- 6.5 Ticketing. It is your responsibility to comply with each Service Provider's ticketing and other terms and conditions.
- 6.6 Special requests. Special requests will be passed on to the Service Provider but can never be guaranteed. You should advise us of any special requests no later than 7 days prior to your departure.
- 6.7 Urgent confirmation. Should you require urgent confirmation of a booking that necessitates us telephoning our supplier(s), any communication charges imposed may be passed on.
- 6.8 Alterations by Service Providers. We do not take responsibility for any change of departure time, booking number or other alterations made by Service Providers, including airlines.
- 6.9 Amendments and cancellations. Your ability to amend and cancel bookings is dependent on the terms and conditions applied by each Service Provider. Cancelled or amended bookings may incur Service Provider fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced, especially if tickets need to be re-issued or bookings redocumented. Where we incur any liability for a Service Provider's amendment or cancellation fee for any booking which you change or cancel, you agree to indemnify us for that fee. We also reserve the right to charge our own fees for any amendments or cancellations, to cover commissions or other revenue forgone by us, because of your amendment or cancellation. Travel Connections NZ Limited booking and service fees are non-refundable.
- 6.10 Problem Solving. If, during your trip you do have an experience which is not to your satisfaction, we strongly recommend that you take the matter up with the Service Provider concerned at the time and advise your travel consultant immediately. This provides the opportunity to have the matter discussed and investigated on the spot, and a remedy can be negotiated to enable you to continue enjoying your trip. While claims in connection with the services we provide will be governed by the laws of New Zealand, any claim or legal action against an overseas Service Provider will, in terms of their contract to supply, most likely be governed by the laws of their country. We have found from experience that it is difficult (in some countries impossible).
- 6.11 Refunds. Refunds will depend on the terms and conditions of each Service Provider. Where you seek a refund for a cancelled booking for which payment has been made to the Service Provider, we will not provide a refund to you until we receive the cleared funds from that Service Provider. Service Provider refund processing

times vary and may take many months. Service Providers also often deduct administration fees on refunds.

- 6.12 Service fees. On occasion where we are unable to be remunerated by commission (or similar) from a Service Provider, we reserve the right to charge you a service fee for creating bookings on your behalf.

## DISCLAIMERS, LIABILITY AND YOUR INDEMNITY

- 7.1 Individual experience. Travel is an individual experience and opinions and preferences may differ, and we cannot take responsibility if this aspect of your booking does not meet your expectation.
- 7.2 Force majeure. We are not liable to you for any change, delay, suspension or cancellation of any of your bookings that results from an event or situation beyond our or a Service Provider's reasonable control such as fire, flood, earthquake, storm or other act of God, war or other conflict, hijacking, electronic interference, epidemic or pandemic (including Covid-19 or similar lockdowns or travel restrictions), labour shortages, or failure of a Service Provider.
- 7.3 Disclaimers. To the extent permitted by law, we (including our officers, directors, employees or broker/agents) shall not be liable for any loss or damage in contract, tort or otherwise (including direct, indirect, consequential or other) which may arise as a result, directly or indirectly from the provision of our services or these Terms unless we have directly caused it through our negligence or a breach of your booking instructions that we have accepted. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, our liability is limited to remedies required under applicable law (including the Consumer Guarantees Act 1993).
- 7.4 Your rights. Nothing in these Terms is intended to limit any rights you may have under the Consumer Guarantees Act 1993, or the Fair-Trading Act of 1986.
- 7.5 Indemnity. You indemnify, and hold us, and our officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, any tax, legal and/or accounting fees, arising out of or in connection with your access to our services or your violation of these Terms.

## GENERAL

- 8.1 Privacy. We understand and respect the importance of your privacy, and we are committed to protecting your privacy in accordance with the Privacy Act 2020. Please also read our privacy policy at <https://www.travelconnections.co.nz/> as it will apply to all information you provide to us.

- 8.2 Useful Websites. We strongly recommend, in conjunction with discussion with your travel broker/agent, you check the registered websites for any Travel and Health warnings.  
<https://safetravel.govt.nz/> <https://www.passports.govt.nz/>  
<https://www.miq.govt.nz/>
- 8.3 Contact us. If you have any questions, concerns or complaints in relation to these Terms please let us know.
- 8.4 Severability. If any provision or part-provision of these Terms is or becomes void, illegal or unenforceable, it will be deemed modified, to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be severable and deemed to be deleted, and will not affect the validity, legality or enforceability of the remaining provisions.
- 8.5 Assignment. We may assign or transfer these Terms, at our sole discretion, without restriction. 8.6 Jurisdiction. These Terms are to be governed by and construed in accordance with New Zealand law. You agree to submit to the exclusive jurisdiction of the courts of New Zealand with respect to any claim or matter arising out of or in connection with these Terms or their termination.

## DECLARATIONS

- 9.1 Declarations. On behalf of the people stated in the bookings and the person/s making payment for the bookings, you confirm, by using our services and having us create bookings on your behalf, that:
- 9.1.1 you have read, understood and accepted these Terms and Conditions, including these declarations. In particular you understand: (a) If bookings that we have paid for on your behalf are cancelled and we cannot recover the payment from the Service Provider, if you initiate a charge back via a credit card company, we will be entitled to recover that payment directly from you; (b) If you do not pay on time, your bookings may be cancelled by us or the Service Provider and no compensation will be payable; and (c) Changes or cancellations by you may incur Service Provider costs including cancellation fees of up to 100% of the cost of the booking. In addition to this, compensation for the loss of revenue, to us, will incur, a minimum fee of \$150.00 per person.

## TOUR PAYMENT DEADLINES

- Please note that all tour operators have strict payment deadlines. To ensure your booking is secure, we need to receive your full payment no later than the due date on this statement. Failure to pay by the due date could result in your place being cancelled.

## AIRFARE RULES AND CONDITIONS



- It is important that you review your Air Ticket and ensure you make yourself familiar with the rules and conditions associated with your ticket. Lower priced air tickets generally come with stricter penalties to change and are often non-refundable. If you have any questions around the conditions of your ticket, please discuss with your Broker.

#### ADVANCE SEAT RESERVATION

- Please note that all seat reservations, both paid and complimentary, are subject to change by the airline at any time. Changes can be due to operational reasons, such as a late change in aircraft type, or for safety or security reasons. If an airline must change your advance seat reservation, they will do their best to reserve an equivalent new seat for you, however they do have the right to amend at their discretion.