

THE PRIVATE TRAVEL COMPANY

AGENT BOOKING TERMS AND CONDITIONS

1. THESE TERMS

- 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 2.3 below).
- 1.2 **Website.** If you are using our website, our website terms and conditions will also apply www.privatetravel.co.nz but these Terms prevail if there is any inconsistency.

2. WHO WE ARE

- 2.1 **You and us.** The words "**we**", "**our**" and "**us**" refer to the agency named above. 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.** We are bound and bonded by the Travel Agents Association of NZ (TAANZ) Constitution. This bonding requirement ensures your funds are better protected.
- 2.3 **Service Providers.** We are your agent and not the provider of the services and products you have requested. We refer to these providers, such as airlines, tour operators, hoteliers, car rental providers and the like as "**Service Providers**" in these Terms. When we create bookings for you, we are doing so as your agent, so the contract for those services is directly between you and the Service Provider. All bookings are therefore made subject to the Service Provider's own terms and conditions, including conditions of carriage and limitations of liability and you must check these carefully. Your legal rights in connection with the provision of travel services are against the specific Service Provider. We are not liable to you for loss of any kind which arises from the act, omission or default on the part of a Service Provider. We are also not responsible for the content of any material or promotion supplied by or derived from Service Providers and shall not be liable for any direct or indirect loss or damage suffered by you (or any other party) from accessing, using, relying on or trading with such Service Providers.

3. PASSPORT, VISA AND ENTRY REQUIREMENTS

- 3.1 **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 or cancellations associated with errors will be borne by you.
- 3.2 **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. Your passport must be in good condition, if it is damaged or excessively worn it may not be valid.
- 3.3 **Visa requirements and visa waivers.** Visas are required for many countries and must be obtained prior to arrival into that country. Criminal convictions and previous contagious diseases may affect your entry into certain countries. Visas can take varying times to obtain and while we 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.
- 3.4 **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.
- 3.5 **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.

- 3.6 **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. When assisting with international travel bookings, we will assume that all travellers on the bookings have a valid New Zealand passport.

4. OTHER TRAVEL REQUIREMENTS

- 4.1 **Inoculation requirements.** Some countries may require a valid inoculation certificate to enter or transit the country and it is your responsibility to obtain such certificates.
- 4.2 **Mileage and loyalty.** Prior to requesting that we create bookings on your behalf, please provide us with all applicable airline mileage and loyalty schemes that you or any person on the booking belong to so these may be added to your reservations. Please note that some reservations may not be eligible for rewards under mileage and loyalty schemes. We reserve the right to charge a fee for mileage and loyalty scheme verification of travel already completed.
- 4.3 **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.
- 4.4 **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).
- 4.5 **Travel advisory.** We recommend that you check any travel and health warnings prior to requesting that we create bookings on your behalf.
- 4.6 **Insurance.** We strongly recommend 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.

5. PRICING AND PAYMENT

- 5.1 **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, 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.
- 5.2 **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.
- 5.3 **Specials.** Specials are available for a limited time. You must check with us whether a special displayed on our website is still available. There may be particular terms and conditions that apply to specials. You must contact us or the relevant Service Provider to determine whether any particular terms and conditions apply.
- 5.4 **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.

6. 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 from you, tickets and documentation will be finalised 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. We strongly recommend that you check these details with the Service Provider prior to travel.
- 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 request no later than 7 days prior to your departure.
- 6.7 **Urgent confirmation.** If you require urgent confirmation of your bookings and we incur costs in obtaining that confirmation, those costs may be passed on to you.
- 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 dependant 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 the amount of 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 as a result of your amendment or cancellation, up to a maximum of 20% of the original cost of the booking.
- 6.10 **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.
- 6.11 **Chargeback Indemnity.** Where a booking is cancelled and you are entitled to a charge back to us on your credit card, and where we have already paid the sum being charged back, as your agent, to a Service Provider, you will indemnify us as your agent if we cannot recover that charge back amount from the Service Provider within 7 days. We may separately charge the same credit card for this indemnity payment. Where possible we will assist you to try to recover the amount directly from the Service Provider. To avoid the need for chargebacks, we strongly recommend that you make fully refundable bookings where the option is available.
- 6.12 **Service fee.** On occasions 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.

7. 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 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 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.
- ## 8. 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 www.privatetravel.co.nz as it will apply to all information you provide to us.
 - 8.2 **Contact us.** If you have any questions, concerns or complaints in relation to these Terms please let us know.
 - 8.3 **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.
 - 8.4 **Assignment.** We may assign or transfer these Terms, at our sole discretion, without restriction.
 - 8.5 **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.

9. DECLARATIONS

- 9.1 **Declarations.** On behalf of the people stated in the bookings and the person 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, 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 costs including cancellation fees up to 100% of the cost of the booking and compensation to us for lost revenue up to 20% of the cost of the booking; and
 - 9.1.2 we have recommended that you purchase travel insurance, and you have either purchased an insurance policy through us or you have chosen to make your own insurance arrangements.