

TERMS OF SERVICE

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply in these Terms:

The Travel Brokers, we, us and our means **Tanya Franklin** trading as **Tanya Franklin – The Travel Broker**.

Business Day means any day other than a Saturday, Sunday or public holiday in the region in which the Services are provided.

Confidential Information means this Agreement and any non-public financial, business or commercial information relating to a Party (in any form) which the other Party may receive or obtain in connection with this Agreement or the Services.

Customer, you and your means you, the Customer.

Travel Booking means any Travel Product or Travel Products that have been booked by us on your behalf and confirmed by the relevant Travel Provider.

Travel Product means any travel service or product offered by a Travel Provider (for example, an airfare, cruise or hotel accommodation).

Travel Providers means any provider of Travel Products and **Travel Provider** means any one of them.

Services means any travel consulting and advisory services that we provide to you from time to time, including (as applicable) designing travel holiday packages, booking Travel Products on your behalf, facilitating amendments or cancellations to your Travel Booking, advising on relevant travel requirements and all incidental consultancy and advisory services.

1.2 The following rules of interpretation apply in this Agreement:

(a) References to persons include natural persons and any other body corporates (wherever incorporated).

(b) References to the words including, include or similar words do not imply any limitation.

2. AGREEMENT

2.1 Unless agreed otherwise in writing, these terms of service (**Terms**) apply to every supply of Services by us to you, including any bookings you make with other staff in my brokerage, over the phone or by email. We reserve the right to amend the Terms from time to time by written notice to you. Your continued use of the Services, or subsequent requests for further Services will be deemed acceptance of such amended Terms and such amended Terms will replace any previous arrangements or understandings between you and us.

2.2 If you instruct us to make a booking and/or accept our quote that shall constitute acceptance these Terms and such quote, together with these Terms, shall constitute the agreement between you and us (**Agreement**). Any variations or additions to the Agreement not expressly agreed in writing by us are expressly rejected.

3. AGENCY

3.1 We are a travel agent only. This means we arrange travel services and sell Travel Products on behalf of third party Travel Providers, including airlines, tour and cruise operators, car hirers and accommodation providers. Our Services to you include booking and advisory services that allow you to purchase Travel Products from the Travel Providers. We charge a Service Fee for providing these services to you.

3.2 Each Travel Product is governed by the terms and conditions of the relevant Travel Provider. This means that your rights to amend or cancel your Travel Booking, and the cost of doing so, will be governed by the Travel Provider's terms and conditions. In no circumstances is The Travel Brokers liable to you for the delivery of the Travel Product by the Travel Provider.

3.3 We will use reasonable endeavours to ensure you are aware of the Travel Provider's terms and conditions. This includes notifying you of key terms such as the Travel Provider's amendment and cancellation policies, and any additional fees which may apply to the Travel Product (for example, tipping, resort fees etc.) at the time of travel.

4. OUR SERVICES

4.1 We will provide the Services on the basis set out in our quote and otherwise in accordance with the terms and conditions contained in this Agreement.

4.2 In our performance of the Services, we will:

(a) exercise due care and skill; and

(b) comply will all applicable laws, regulations and by-laws in force relating to the provision of the Services.

4.3 Subject to clause 4.4, we will provide our Services in accordance with the consumer guarantees contained in the Consumer

Guarantees Act 1993 (**CGA**). In summary, this means the Services:

- (a) will be carried out with reasonable care and skill;
- (b) will be reasonably fit for any particular purpose made known by you to us;
- (c) will be of such a nature and quality that they can reasonably be expected to achieve the desired result; and
- (d) will be provided within any agreed timeframe or, if no timeframe is agreed, within a reasonable time.

If we do not meet any of the consumer guarantees, you have rights under the CGA.

4.4 Where you are in “trade” and acquiring the Services for the purposes of “trade” (as that term is defined in the CGA), you acknowledge and agree that:

- (a) the provisions of the CGA will not apply to this Agreement or any Services provided by us under this Agreement; and
- (b) it is fair and reasonable to be bound by this provision.

5. SERVICE FEES AND COMMISSIONS

5.1 The fees payable by you shall be as agreed or quoted in writing prior to our provision of the Services, or, in the absence of any agreement thereof, at our rates set out in the Schedule (**Service Fees**). The Service Fees are not refundable, even if the Travel Product is cancelled or not used for any reason.

5.2 You acknowledge and agree that we may receive commissions, fees, rebates, gifts or other financial incentives from Travel Providers in respect of your travel booking (**Commissions**). We are not obligated to pass such Commissions on to you.

5.3 Unless we require payment in part or in full in advance of providing any Services (which we may so require in our sole discretion), we will submit booking confirmations including costs and/or invoices to you on a periodic basis or on completion of the Services. You must pay each invoice in full within seven days of the date of invoice. Payment can be made by direct credit to our nominated bank account or by credit card (note refer to 7.4 a fee may be applicable).

5.4 If a sum required to be paid by you under this Agreement is not paid to us by the due date:

- (a) you must also pay interest on that sum at the rate of 3% per annum (calculated daily and capitalised monthly) for the period beginning on the due date and ending on the date that the sum (including all accrued interest) is paid in full by you; and
- (b) we shall not be obliged to perform further Services unless and until such outstanding amounts are paid to you.

6. YOUR TRAVEL BOOKING

6.1 We will book the Travel Products on your behalf in accordance with your instructions and the information provided by you.

6.2 It is your responsibility to provide all required information for each traveller and you must ensure such information is correct. This includes accuracy of full names as per passports, advising us of any medical (including pregnancy), dietary or mobility conditions of any traveller that is relevant to the Travel Product. We are not responsible for any losses or damages arising from any incorrect information provided by you.

6.3 You acknowledge and agree that:

- (a) the Travel Products or cost is not guaranteed until payment has been made in full and the Travel Provider has processed and issued a confirmation of the Travel Booking;
- (b) the Travel Products offered are subject to availability and can be withdrawn or subject to change [without notice] by the Travel Provider at any time in accordance with the Travel Provider's terms and conditions;
- (c) it is your responsibility to contact the Travel Provider prior to departure to ensure there is no change to the scheduled departure time.

6.4 For international and domestic departure, e-tickets will be issued upon payment and completion of the booking process. All other travel documentation, such as hotel booking confirmations, will be emailed to the email address you provided as an e-document. We will not be responsible if your e-ticket does not arrive due to an incorrect email address provided by you or your junk email settings. You must notify us immediately if you change your email address or contact telephone number after making a booking. It is your responsibility to advise us if you have not received your e-ticket confirmation. Should the Travel Provider issue paper vouchers, these will be posted to the address you provided.

6.5 Baggage allowance varies from airline to airline and in many cases the airfare you have paid may not include the cost to cover checked baggage. Please check with your Travel Advisor and/or the airline providing your flights for the allowances.

6.6 If you have specific seat requests, notify your travel advisor. The airline reserves the right to amend or change any seating requests, including prepaid seating. This is totally outside of our control.

- 6.7 To determine whether your airfare is eligible for Frequent Flyer rewards, please contact the airline directly. For bookings made by telephone or email please advise of your Frequent Flyer details and these will be added to your reservation. We do not take any responsibility should an airline not register your trip. You should retain copies of your air ticket and boarding pass. Special requests will be passed on to the Travel Provider but cannot be guaranteed.

7. PAYMENT OF TRAVEL BOOKING

- 7.1 You must pay for the Travel Products in accordance with the payment terms of the relevant Travel Provider and any deposit requirements set out in the Schedule.
- 7.2 Payment can either be made by you:
- (a) to us at time of confirmation of your Travel Booking, in which case we will provide the Travel Provider with your credit card details on your behalf where payment is via your credit card, or we will hold such funds on trust on your behalf in a separate bank account and pay such funds to the relevant Travel Provider in accordance with the Travel Provider's payment terms where payment is made by cash or bank transfer (**Merchant Method**); or
 - (b) directly to the relevant Travel Provider at the time of confirmation of your Travel Booking or at the time of travel as required by the Travel Provider's payment terms (**Retail Method**).

We will work with you to determine which payment method is appropriate for you.

- 7.3 Payment may be due in a foreign currency (currency other than the original card holders' country of issue), in which a case currency conversion may be payable. The currency conversion would be calculated on the date of payment using the Travel Provider's exchange rate of the day. Please refer to your financial institution for applicable fees.
- 7.4 Payment by way of the Merchant Method may incur credit card fees as set out in the Schedule. Payment by way of the Retail Method may incur credit card or debit card fees charged by the Travel Provider, in which case you will be notified of such charges prior to payment.
- 7.5 There may be taxes levied abroad but not paid at the point of purchase that are payable in relation to hotel bookings (e.g. local taxes, sales tax etc.). Any local taxes will be payable by you directly to the Travel Provider at the time of check in/check out.

8. AMENDMENTS TO TRAVEL BOOKING

- 8.1 We will assist you with making any amendments required to your Travel Booking (including where such amendments are required to re-schedule your Travel Booking as a result of a Force Majeure Event such as COVID-19 related events) as requested by you. You agree to pay the Service Fees to us for such Services, provided that we will waive the Service Fees where an amendment is required due to our error, negligence or fault.
- 8.2 Your rights to make any amendments to your Travel Booking is subject to the Travel Provider's terms and conditions and the applicable consumer laws in the jurisdiction in which the Travel Provider is located.
- 8.3 The Travel Provider may charge amendment fees in accordance with the terms and conditions agreed between you and the Travel Provider. Please be aware many Travel Providers treat name changes and route and/or itinerary alterations as a full cancellation and these can incur the Travel Provider's full cancellation charges.
- 8.4 We are not liable for any amendment or cancellation fees charged by the Travel Provider or any refusals to amend the Travel Booking made by the Travel Provider.

9. CANCELLATION OF TRAVEL BOOKING

- 9.1 If you cancel or do not use your Travel Product for any reason (including where such cancellation is due to a Force Majeure Event, such as COVID-19 related events), your right to a refund or credit is subject to the terms and conditions of the Travel Provider or the applicable consumer laws in the jurisdiction in which the Travel Provider is located.
- 9.2 The Travel Provider may charge cancellation fees in accordance with the terms and conditions agreed between you and the Travel Provider.
- 9.3 If the Travel Provider is required to provide you with a refund or credit for the Travel Product, we will liaise with the Travel Provider to arrange that refund or credit on your behalf. You agree to pay the Service Fees to us for such assistance.
- 9.4 If you are entitled to a refund and you originally paid for the Travel Product via the Merchant Method, we are unable to provide you with such refund until we receive it from the Travel Provider. If you originally paid for the Travel Product via the Retail Method, the Travel Provider will provide the refund directly to you. Please note generally most Travel Providers take between 60 and 90 days to process any refund.
- 9.5 We will return to you any Commission received by us in respect of any cancelled Travel Product, provided that we reserve the right to retain a portion of the Commission to cover our reasonable costs incurred in facilitating the refund to the extent our costs exceed any Service Fees paid by you.
- 9.6 We are not liable for any cancellation or amendment fees charged by the Travel Provider or any refusals to refund made by the Travel Provider.

10. YOUR WARRANTIES

- 10.1 You warrant to us that:
- (a) you are at least 18 years old and have the power, capacity and authority to enter into a binding contract with us and with the Travel Providers of the Travel Products that you acquire;
 - (b) you have read and understood these Terms and if booking on behalf of third parties, you have conveyed these Terms to them;
 - (c) the information you provide us about yourself and your fellow travellers is true, accurate, current and complete (apart from any optional items) as required by any registration process;
 - (d) you have considered acquiring comprehensive travel insurance and you acknowledge and agree that we are not responsible for any failure by you to acquire adequate insurance cover.

11. PASSPORTS, VISAS AND HEALTH REQUIREMENTS

- 11.1 It is your responsibility to ensure that you have all the required documents, including but not limited to visas and passports, before travelling to a destination. For more information please log on to <https://www.safetravel.govt.nz> and <https://www.mfat.govt.nz>. Please check with the respective Embassy or Consulate of each country that you are travelling to, as many destinations require visas for both New Zealanders and non-New Zealand passport holders. You will also need to ensure that your passport is not near the end of its validity. Some countries require your passport to be valid for at least 6 months after you intend to depart from that country. Please ask your travel advisory for assistance if required.
- 11.2 For international travellers booked on flights to the USA (including Hawaii) it is mandatory under the Visa Waiver Program to receive an electronic authorisation known as ESTA (**Electronic System for Travel Authorisation**) no less than 72 hours before travel to the USA. New Zealand or Australian passport holders will not be able to enter the United States without a valid ESTA (or visa). Please note, you may not meet the eligibility requirements of ESTA and may be required to obtain a visa. An ESTA can be obtained from the following website: <https://esta.cbp.dhs.gov/esta/>.
- 11.3 For international travellers booked on flights to Canada, you either need a visitor visa or an Electronic Travel Authorization (**eTA**) to fly to, or transit through, a Canadian airport. An eTA can be obtained from the following website: <https://www.canada.ca/en/immigration-refugees-citizenship/services/visit-canada/eta/apply.html>. Please also see <http://www.cic.gc.ca/english/visit/eta.asp> for important information regarding compulsory eTA for visa-exempt foreign nationals.
- 11.4 You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g. proof of Yellow Fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel. Please note that vaccinations may be recommended before your travel departure date.
- 11.5 For non-New Zealand Passport holders, you may also require a returning residents visa to re-enter New Zealand. Please check here for more information <https://www.immigration.govt.nz/new-zealand-visas/apply-for-a-visa/visa-factsheet/permanent-resident-visa>.
- 11.6 We recommend that you contact the Ministry of Foreign Affairs and Trade (**MFAT**) or visit their website at <https://www.safetravel.govt.nz/> for general travel advice, as well as specific advice (including safety alert levels) relating to the destination you wish to visit.

12. TRAVEL INSURANCE

- 12.1 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. Evidence of such insurances must be provided to your The Travel Brokers travel consultant on request. Please be aware that insurance cover offered by credit card companies or reciprocal medical cover agreements are often not comprehensive.
- 12.2 Please contact your Travel Broker to take out travel insurance or if you have any questions about our travel insurance products. If you make a Travel Booking through us, and decline to take out travel insurance, you may be required to sign a disclaimer.

13. OUR LIABILITY

- 13.1 To the fullest extent permitted by law, our aggregate liability under this Agreement is limited to 100% of the total Service Fees paid or payable by you under this Agreement.
- 13.2 We are not liable for any technical errors, corruption of data, inaccuracies in information supplied by you or third parties or failure to complete bookings when that failure is due to circumstances beyond our control.
- 13.3 Notwithstanding any other clause under these Terms, you acknowledge and agree that in no circumstances will be we

liable to you or anyone else for any loss or damage which is suffered directly or indirectly in connection with the delivery or non-delivery of any Travel Product or any act or omission of any Travel Provider or other third parties. As an agent of the Travel Provider, we have no control over or liability for the Travel Products provided by Travel Providers. We cannot guarantee the performance of the Travel Provider and we have no liability in respect of the supply of any Travel Products including any liability in contract, tort or otherwise, for any injury, damage, loss, delay, additional expense or inconvenience caused directly or indirectly by any Travel Provider.

- 13.4 To the fullest extent permitted by law, we shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, or indirect, consequential or special loss or damage or for any business interruption, whether or not that loss was, or ought to have been, contemplated by us.

14. TERMINATION

- 14.1 We may terminate this Agreement with immediate effect by giving written notice to you if:
- (a) you dishonour or attempt to dishonour any payment made to us under this Agreement (including by way of a credit card chargeback);
 - (b) you breach a material obligation imposed on you under this Agreement and the breach is not capable of being remedied, or the breach is capable of being remedied and you fail to remedy the breach to our satisfaction within 14 Business Days of receiving notice requiring such breach to be remedied;
 - (c) a Force Majeure Event continues for more than seven consecutive days.
- 14.2 Upon the termination of this Agreement (for whatever reason):
- (a) you shall promptly pay all sums due and owing to us for Services provided up to and as at the date of termination;
 - (b) all rights granted under this Agreement shall immediately cease, except where they are expressed to survive termination.
- 14.3 Termination of this Agreement will not affect any accrued rights or obligations of any of the Parties.

15. FORCE MAJEURE

- 15.1 We shall not be liable to you, or be deemed to be in breach of this Agreement, as a result of any delay or failure to perform our obligations in booking the Travel Product or otherwise providing the Services due to any event that is beyond our reasonable control which cannot reasonably be avoided or overcome by us and which is not attributable to our actions, including cyber warfare, cyberattacks or ransomware attacks, operation of the forces of nature such as earthquakes, hurricanes, lightning, typhoons or volcanic activity, instances of exceptionally adverse weather, outbreaks of disease, epidemics or quarantine (including COVID-19), or acts of government authority, whether lawful or unlawful (**Force Majeure Event**).

16. CONFIDENTIALITY

- 16.1 You agree to keep confidential any non-public financial, business or commercial information relating to us (in any form) which you may receive or obtain in connection with this Agreement.

17. GENERAL PROVISIONS

- 17.1 This Agreement constitutes the entire agreement and understanding of the Parties relating to the matters dealt with in this Agreement and supersedes and extinguishes any previous Agreement or quote (whether oral or written) between the Parties in relation to such matters.
- 17.2 We will not be deemed to have waived any right under this Agreement unless the waiver is in writing and signed by us.
- 17.3 If any provision of this Agreement is found by a court or other competent authority to be void or unenforceable, such provision will be deemed to be deleted from this Agreement and the remaining provisions of this Agreement will continue in full force and effect.
- 17.4 This Agreement will be governed by and construed in accordance with the laws of New Zealand and the Parties submit to the exclusive jurisdiction of the courts of New Zealand.

SCHEDULE OF FEES:

Travel Provider Service Fees

- all fees are in NZD & include GST

For quotes:

\$ 150 planning fee for airfares/basic package/small family holidays

\$ 250 planning fee for groups, large families & more intricate itineraries

This is non-refundable if the booking does not progress. Otherwise it is refundable in the form of a credit towards the reservation's final balance of payment.

For Airline reservations (no commission provided by the airlines since 01 June 2022)

All fees below are non-refundable:

\$ 75 Domestic/Trans-Tasman airfare per person

\$ 75 South Pacific (airfare only) per person

\$ 50 South Pacific per person (in conjunction with an accommodation package)

\$350 International airfare for one traveller

\$200 International airfare per person for two or more *

\$150 Other Services (ie customised itinerary options, visa assistance, Insurance claim documentation)

Changes to Domestic/Trans-Tasman/South Pacific bookings will incur a fee of \$50 per passenger per booking in addition to Travel Provider and credit card fees.

Changes to International bookings (excluding Domestic/Trans-Tasman/South Pacific bookings) will incur a fee of \$125 per passenger per booking in addition to Travel Provider and credit card fees.

Cancellations to South Pacific/Domestic/Trans-Tasman bookings will incur a fee of \$75 per person in addition to Travel Provider and credit card fees.

Cancellations to International bookings (excluding South Pacific/Trans-Tasman bookings) will incur a fee of \$150 per person in addition to Travel Provider and credit card fees.

Reservation Deposit

You are required to pay a non-refundable deposit towards your Travel Booking, payable prior to reservation. Your deposit will include the minimum amount required for me to book and confirm your travel itinerary, including, but not limited to, my service fees, airlines & wholesale suppliers. There may be more than one Travel Provider for your booking.

Final payment is required no later than 8 weeks prior to departure unless otherwise stated. Some airfares or travel products/services must be paid in full at the time of booking.

Credit Card Fees

Visa / Mastercard / Amex / Diners an additional 3% applies

NOTE: Accommodation, cruises, touring, travel insurance, car/campervan/motorbike hire etc do n incur these fees currently as these suppliers are happy to pay us commission to operate our service

* it is at my discretion to offer you a reduction on the fees, for example for a family of 5, I am not going to charge you \$ 200 x 5, so I will reduce this for you dependant on the workload required.