

## Simplytravel Terms and Conditions

Please ensure that you take the time to read the [Important Information](#) and [Simplytravel General Terms and Conditions](#) section prior to confirming your booking with us.

### Important Information

When it comes to travel we know it's hard to beat the excitement and anticipation of a new adventure, but because we'd hate for unnecessary surprises to spoil your plans or leave you out of pocket, please make sure that you check out the important information section in this travel recommendation prior to confirming travel with us.:

- Please check that all names in your booking are correct (names must be exactly as per passport names) prior to confirming your booking.
- If you are travelling internationally, please send me a photo or copy of the personal details page of your passport at time of confirming this booking.
- Please check your passports are undamaged, have blank pages and remain valid for at least six months after your planned return date or you could be denied boarding.
- All travellers are individually responsible for meeting all government and supplier travel requirements, including passports, visas, documentation, health and any other requirements.
- Government regulations regarding travel can change at short notice and may result in additional cost or financial loss, therefore any use of travel services we arrange as sales agent for our suppliers is at your own risk. We recommend that you check [safetravel.govt.nz](http://safetravel.govt.nz) for the latest Government advice prior to booking and commencing travel.
- If frequent flyer points are important, please let me know prior to confirming your travel as some fares are ineligible for points or upgrades.
- I strongly recommend that you purchase comprehensive travel insurance at the time of booking travel. If not included, I'm happy to provide an insurance quote on request. However, as COVID is a known risk many insurance providers have limited COVID related cover, please check any policy carefully to ensure it meets your specific requirements.
- If you have received a quote and/or policy number for travel insurance and you or any travellers have a pre-existing medical condition, then you must call **0800 101 008** (Kiwi Holiday Insurance) or **0800 100 124** (Allianz) for a confidential medical assessment to confirm your coverage within 14 days of the policy being issued. Failure to disclose and complete a medical assessment with our insurance provider, for any pre-existing conditions (relating to physical and/or mental health) may result in subsequent claim against your policy being denied.
- We are not licensed to provide health, visa or immigration advice and any advice I provide is of a general nature only. However, I can provide administrative assistance with completing visa applications (fees may apply) or refer you to recommended specialists for assistance to confirm visa requirements for any country you are travelling to. Your GP will be able to advise on vaccinations or medical requirements for any destination you are travelling to.

- If you are leaving NZ on a foreign passport, please ensure you have re-entry visa prior to your departure.
- There are a few things that can prevent you from travelling – such as unpaid fines (visit [payorstay.govt.nz](http://payorstay.govt.nz)). Or if you have a criminal conviction, serious travel conviction (Clean Slate legislation does not apply to international travel) or serious health problem or communicable disease a visa may be required to enter any country and can take more than 8 weeks to process.
- Please let me know if you have any specific seating, baggage, meal or assistance requirements prior to confirming your booking. However please be aware that special requests can vary depending on airport, airline, aircraft, route and fare and are not guaranteed until check in.

### **Cancellation**

We like to be upfront about what happens if your travel is cancelled. Where travel arrangements are cancelled for any reason, including for any event beyond our control then we will pay to you in full any refund received from the Supplier on your behalf. However, any refunds payable to you may not include commission paid by the Suppliers to us for services provided and any additional income earned in relation to the booking. Where travel arrangements are cancelled for any reason prior to full payment being made, then any Simplytravel non-refundable deposits will also be forfeited.

Suppliers have their own contracts covering cancellation, and charges for alterations and cancellation may apply of up to 100% of the value of the booked item. Other Supplier terms and conditions may also apply in relation to your booking.

### **Amendment fees**

Any changes after booking for any reason will incur a Simplytravel amendment fee plus any Principal (supplier) fees. Re-issue, amendment and upgrade conditions must be completed as per the terms and conditions of the relevant Principal.

In addition to any supplier fees, the following Simplytravel amendment fees will apply:

- Each change to a Domestic booking: a fee of \$30 per passenger per booking in addition to Principal fees will apply.
- Each change to a Trans-Tasman and South Pacific booking: a fee of \$50 per passenger per booking in addition to Principal fees will apply.
- Each change to an International booking (excluding Trans-Tasman/South Pacific bookings) will incur a fee of \$150 per passenger per booking in addition to Principal fees

## **Simplytravel General Terms and Conditions**

### **1. Scope and Agency**

These terms and conditions apply to all travel services transactions with the Simplytravel group of companies (we/us).

As travel agents, we offer for sale various products and services on behalf of airlines, transport operators, hotels and other accommodation providers, tour operators and all other principal suppliers. These are referred to in these terms and conditions as "Principal/s". We act as the agent of the Principals. We may be engaged under separate terms to provide limited services such as visa assistance, or to act as tour guides.

We do not provide travel products and travel services. We receive remuneration from the Principals by way of commission or other payments related to the sale of travel products and travel services. As a travel agent we facilitate a direct contractual relationship between you, the customer, and the Principals. As such, your booking is subject to the Principal(s) terms and conditions, copies of which have either been provided to you or are otherwise available on request from us. All tickets, receipts and vouchers are issued subject to the terms and conditions specified by the relevant Principal. We undertake to fulfil our role as agent for the Principal(s) with reasonable care and skill, but we cannot and do not guarantee the performance of the functions offered by the Principals and we will not be liable if you suffer loss, injury or disappointment by reason of any acts or failings of any Principal. In any such case your remedy will lie with the Principal.

### **2. Information Provided by Us**

We may provide you with general information from public sources or information made available from our Suppliers including brochures, however we have not verified that information and (to the maximum extent permitted by law) do not accept any liability for any inaccuracies or misrepresentations contained in such information. We are not liable or responsible for your compliance with local laws, regulations and other requirements.

### **3. Changes to Travel Requirements, Schedules and Travel Services by Governments or Principals**

Principals or Governments may make changes without or with limited notice to routes, schedules, cancel services, or change entry, visa, health or quarantine requirement or make other decisions that impact your travel plans. If this occurs, we will work with you to minimise the impact on your travel, however Simplytravel are not responsible for any losses or additional costs that arise.

### **4. Itinerary and Documentation Details**

The spelling of the names of those travelling in booking documentation must exactly match the spelling in the traveller's passport or the traveller may be denied boarding an aircraft or entry into a country. It is your responsibility to ensure that all names in your booking are correct as per passports, and that all other details in your documentation are correct prior to confirming your booking with us. We will not be liable for costs or losses in connection with incorrect names or details either provided to us by you, or that have been included in documentation from us that has been received by you prior to confirming your booking.

## **5. Passports, Visas and Documentation**

Simplytravel do not provide health, insurance, visa or immigration advice and do not accept any liability in relation to such. We will proceed on the basis that all travellers on a booking made with us have valid passports, visas and re-entry visas unless advised otherwise.

Any visa assistance we may provide is limited to clerical work (including recording, organising, storing or retrieving information, or data entry, and is performed at your direction). Fees may apply for visa assistance.

New Zealand Government advisory notices are available at [www.safetravel.govt.nz](http://www.safetravel.govt.nz).

## **6. Health**

Certain countries or service providers may require that travellers be vaccinated against specific diseases, and potentially pass other medical requirements. It is your responsibility to ensure you have complied with any health requirements of countries you are visiting. We are not medical professionals and do not accept any liability for losses in connection with failure to meet health or medical requirements for entry to a country or use of travel services. We do not accept any liability for any medical issues or losses caused due to the use of the travel services.

If you have ever had a serious communicable disease, you can be refused entry to many countries. If this may affect you, we suggest you pursue this with the appropriate authorities such as the embassy or Consulate of the country that you are visiting.

Simplytravel are not liable in the event you fail to meet the medical or health requirements in relation to your travel and no refunds will be payable in that event.

## **7. Travel Insurance and Activities While Traveling**

We strongly recommend that you take out a travel insurance policy at the time you pay for your travel. You should ensure that such insurance is adequate to meet your potential requirements, including for medical expenses arising from sickness or injury during your travel, non-refundable items or loss or damage to your belongings and cover for activities like cruise, snow, adventure sports and high-risk activities. Please be aware that your travel insurance will be subject to strict limitations and conditions including a requirement for full disclosure of material facts including pre-existing medical conditions.

Any hire or use of a vehicle overseas will be subject to your usage agreement with the hirer and you may be liable for any damage or infringement of local laws. We strongly recommend you obtain insurance for any rental vehicles hired.

Use of the travel services and any ancillary activities you take part in are at your own risk. Any recommendations or opinions we offer in respect of the services are opinion only and not advice suitable for your personal circumstances. We assume no responsibility for the outcomes of your decision to use the travel services or to take part in any ancillary activities.

## **8. Prices**

All prices shown are in New Zealand Dollars unless explicitly noted otherwise. All prices are subject to availability and can be changed or withdrawn prior to acceptance and payment being made by you. Airfares and other prices offered by the Principals can increase with

limited notice even though your arrangements have been confirmed (due to currency fluctuations, tax changes and for other reasons). Such price increases are beyond our control and you will be liable to pay for any such increases. Many airlines now impose surcharges on the price of travel. These surcharges may change between the time you make a reservation and the date of full payment. You will be liable to pay for any increases in such surcharges.

Government or local authorities may change or introduce new taxes after you have paid in full which you will be obligated to pay either to the travel supplier, the tax authority or direct or to us. In the instance we are required to collect additional taxes or charges from you, we will collect this amount from you prior to departure.

### **9. Disclosure of Financial Arrangements**

We may receive commissions, fees or financial incentives from the sale of airfares and travel products and services on behalf of Principals.

### **10. Payment**

If payment has not been made in full as and when required, bookings may be cancelled without notice.

Payments may be made via electronic bank transfer to **Simplytravel, 06-0996-0864799-00**, credit card or debit card. Credit card surcharges will apply when you pay by credit card (Mastercard or Visa an additional 2%).

### **11. Our Fees and Charges**

#### **Simplytravel Administration Fee**

As a travel agent, we may charge an Administration Fee prior to providing a recommendation for travel. If you confirm the booking the amount payable by you for your travel will be reduced by the amount of any such fee previously paid. However, if you do not confirm the booking with Simplytravel, or the booking is subsequently cancelled (for any reason), then the fee is non-refundable.

#### **Amendment fees**

Any changes after booking for any reason will incur a Simplytravel amendment fee plus any Principal fees. Re-issue, amendment and upgrade conditions are subject to the terms and conditions of the relevant Principal. It is your responsibility to ensure that any credits are used in accordance with the terms and conditions of the Principal.

The following Simplytravel Amendment fees will apply:

- Each change to a Domestic booking: a fee of \$30 per passenger per booking in addition to Principal fees will apply.
- Each change to a Trans-Tasman and South Pacific booking: a fee of \$50 per passenger per booking in addition to Principal fees will apply.
- Each change to an International booking (excluding Trans-Tasman/South Pacific bookings) will incur a fee of \$150 per passenger per booking in addition to Principal fees.

#### **Cancellation**

Where travel arrangements are cancelled for any reason, including for any event beyond our control then we will pay to you in full any refund received from the Supplier on your

behalf. However, any refunds payable to you may not include commission paid by the Suppliers to us for services provided and any additional income earned in relation to the booking. Additional Principal cancellation fees may also apply. Where travel arrangements are cancelled for any reason prior to full payment being made, then any non-refundable deposits will also be forfeited.

## **12. Principals' Fees and Charges**

In addition to any fees we charge, our Principals may also charge amendment, administration, and cancellation fees and unless expressly stated otherwise, bookings may be non-transferable and/or non-refundable. In some cases, it may not be possible to change reservations or to cancel the reservation or it may be uneconomic for you to do so. You should always check the cost before requesting changes in reservations.

## **13. Refunds**

Where a refund is due this will be paid to you once we receive the moneys from the Principal involved. Unless otherwise agreed by us, refunds will not include commission or other amounts paid by the Principals to us for our services.

Your right to a refund is subject to the terms and conditions of the airfare or travel service provided by the Principals. We are not responsible for any delays by a Principal in processing a refund. Principals may take a significant time to process a refund and any payment of a refund to you is subject to us receiving it from a Principal.

## **14. Liability**

To the extent permitted by law, we do not accept any liability for any loss or damage, injury, delay, inconvenience, loss of enjoyment or expenses caused directly or indirectly, by acts, omissions or default, whether by negligence or otherwise, by any Principal or by any other event beyond our control, including, without limitation, strikes, accidents, pandemics or outbreaks of infectious diseases, quarantine restriction, public health decree, state of emergency, acts of war or terrorism, civil or military disturbances, acts of God or where not preventable by our reasonable diligence. Where our liability cannot be excluded and where our liability may be lawfully limited, then that liability will be limited to the remedies provided by law.

We strongly advise you to regularly check the Ministry of Foreign Affairs Travel Advisories at [www.safetravel.govt.nz](http://www.safetravel.govt.nz) to assist you in accessing any risks prior to travel.

## **15. Authority Acknowledgement**

By making payment for a booking with us otherwise confirming your booking, you confirm you are authorised to deal with all matters in connection with the booking with us or Principals on behalf of all other travellers named in the booking confirmation, and accept the terms and conditions as set out in the booking confirmation on behalf of all travellers, and that such authorisation will continue unless otherwise revoked in writing.

## **16. Changes to these Terms and Conditions**

We may amend these terms and conditions at any time. The applicable terms and conditions are those in effect at the time you make a booking with us.

## **17. Governing Law and Enforcement**

Any disputes you may have with Simplytravel will be subject to New Zealand law and the jurisdiction of the New Zealand Courts. Suppliers and your contracts with them may be subject to different laws and jurisdictions. We note that international air transport conventions may apply in respect of the travel services in your booking. Any illegality, unenforceability or invalidity of a provision of these Terms and Conditions does not affect the legality, enforceability or validity of the remaining provisions.

## **18. Privacy Policy**

We respect your privacy and will handle your private information with due care.

To facilitate your booking or to provide a travel recommendation we will need to collect relevant personal information from you and provide this to travel services suppliers and other entities. By proceeding you confirm consent from all named travellers to us processing and providing your personal information (which may include sensitive information) to these suppliers and entities for the purposes of fulfilling the booking, noting that because some travel services suppliers and facilitating entities are located outside New Zealand, they may not be required to protect your personal information in a way that, overall, provides comparable safeguards to those in New Zealand.