

## **Pacific Attitude Limited booking terms and conditions and Website information**

### **Booking terms and conditions:**

Please read the following terms and conditions carefully. You must not proceed with any booking unless you understand and agree with the following terms and conditions.

References to “us”, “we”, “our” and/or “Pacific Attitude” in these booking terms and conditions shall mean Pacific Attitude Limited.

**Prices:** All prices are subject to availability and can be withdrawn or varied without notice. Prices quoted are subject to change at any time until full payment is received and tickets and documentation are issued. We reserve the right to correct any pricing errors or omissions. Prices are per person unless otherwise stated.

**Cancellation fees: We are unable to refund any monies that have already been paid to a supplier, until we receive the funds from that supplier.** Any refunds will be returned on the same card, to the same person(s) and in the same proportions as the original transaction. Cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether travel has commenced. Fees will also apply where a booking is 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 change, you agree to indemnify us for the amount of that fee or charge, in addition to any further service fees we may charge.

**Deposits and final payment:** For Sport travel packages, we require a minimum deposit of 60% of the total value of the package purchased, per person, at the time of booking. This deposit is non-refundable if the booking is cancelled. A second payment of 40% of the total package value is required 30 days prior travel date unless otherwise stated on your invoice. Any bookings made within 30 days will require immediate and full payment.

**Method of payment: credit card transactions and electronic transfer:** Prices are valid for payment by cash, all major credit cards and EFTPOS or NZ electronic transfer. If you pay by credit card, you agree that you will not seek to charge back your payment to Pacific Attitude and indemnify us for any loss suffered as a result. Electronic payments may take up to 3 business days to process. If you are paying by this method you will need to pay at least 3 business days prior to the actual due date. You must notify us of your payment once it has been made. Travel documents will not be issued until full payment is received, and funds are cleared.

**Note :** Credit card payment will incur fees : Visa or MasterCard a 2.5% credit card fee will be applicable. American Express or Diners cards will incur a 4.0% credit card fee.

**Taxes:** Certain taxes are mandatory in various countries. There may also be an additional local tax charged at some airports. All taxes are subject to change without notice.

**Travel insurance:** Travel insurance is your responsibility. The NZ Ministry of Foreign Affairs and Trade strongly recommends you obtain travel insurance at the time you pay for your travel. Failure to obtain travel insurance is at your own risk. When obtaining travel insurance you must declare all pre-existing medical conditions and any adventurous activities. AUS Ministry of Foreign Affairs also recommends Travel Insurance accordingly.

Pacific Attitude has a partnership with Allianz. An instant and personalised quote can be obtained on our website <http://www.pacificattitude.com/newzealand/travel-info.asp>

**Agency:** Pacific Attitude acts as an Official Travel Agent for the resale of sports and event products. We sell various travel related products on behalf of several transport, - accommodation and other travel service providers such as airlines, coaches and private transfer vehicle operators. Our obligation is to make travel bookings on your behalf and to arrange relevant contracts between you and other service providers. Any special requests to service providers are not guaranteed. We have no responsibility for these services nor do we make or give any warranty or representation regarding their standard. All bookings are made subject to the terms and conditions and limitations of liability imposed by the travel service providers. If for any reason, any travel service provider is unable to provide the services for which you have contracted, your legal recourse and remedy lies against the relevant service provider, not Pacific Attitude Limited. If you have any issues or problems whilst travelling, please raise this with the service provider directly. Pacific Attitude will not be held responsible for any costs incurred as a result of decisions made without prior agreement from us.

**Liability:** We do not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. We do not 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 force majeure or any other event which is beyond our control which is not preventable by reasonable diligence on our part.

**Frequent flyer:** Not all airfares are eligible for frequent flyer points. If provided with your frequent flyer details, we will pass these details on to the relevant supplier but cannot guarantee that the supplier will credit points for your booking. It is your responsibility to retain all boarding passes to allow verification of your travel if required.

**Passports & Visas:** It is your responsibility to ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. This responsibility may have to include additional restrictions, requirements or be invalidated if you have any criminal convictions and/or contagious diseases. If your passport is damaged, does not have sufficient pages for any required visas and/or entry stamps gained en route, is not machine readable or not valid for at least 6 months from the date of return you may not be able to travel. Any loss, fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility. All travellers must have a valid passport for international travel. If you need information regarding visa and other travel document requirements for your trip, check directly with the relevant consulate. While we can obtain visa information from an external visa advisory service provider on your behalf ([www.visasandpassports.co.nz](http://www.visasandpassports.co.nz)), we do not assure the accuracy of such information and accept no liability for any loss or damage, which you may suffer in reliance on it.

**Car Hire Standard Terms:** Driver must hold a valid current unrestricted motor vehicle driver's licence for the particular class of vehicle hired, meeting the requirements of the particular country of car hire. Learners' permits and provisional or probationary licences are not acceptable. Fuel, additional driver or young driver surcharges, one way fees, optional extras & non waiver excesses are additional. Credit card may be required as bond at pick-up. Most rental companies require driver to be a minimum of 25 years of age with a full drivers licence. Car hire may be possible if you are over 21 years of age, however an additional surcharge may apply. Please check with the supplier directly.

**Travel advice:** You must assess the risks associated with your chosen destination through the Safe Travel website ([www.safetravel.govt.nz](http://www.safetravel.govt.nz)), and ensure that you are fully aware of any health and safety risks associated with your chosen destinations.

**Travel documents:** Travel documents include, without limitation, airline tickets, hotel vouchers, tour vouchers or any other document (whether in electronic form or otherwise) used to confirm an arrangement with a service provider. Travel documents may be subject to certain conditions and/or restrictions including, but not limited to, being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. All travel documents are non transferable. All airline tickets must be issued in the name of the passport/photo identity holder, some carriers will deny carriage if the name or title on the ticket varies from the passport and the booking may be cancelled. Any errors in names on your documentation will be your responsibility if you do not advise us in writing at the time of booking. It is your responsibility to collect all travel documents from us prior to travel. As a general rule your travel documents will be available for collection 2 weeks prior to departure, however this will depend on your individual arrangements. Please contact us to confirm the collection date for your personal travel documentation.

**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 documentation.

**Privacy policy:** Pacific Attitude is committed to protecting the privacy and confidentiality of personal information. Our Privacy Policy is available for viewing on our website, [www.pacificattitude.com](http://www.pacificattitude.com)

**Governing law:** If any dispute arises in relation to the agreement between you and us as established 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.

**Monies not held on trust:** All monies paid by you to us will be the property of Pacific Attitude and will be a debt due and payable to the travel service provider once the relevant services have been provided. You agree and acknowledge that such monies will not be held by Pacific Attitude on trust for and on behalf of you, and Pacific Attitude may hold such monies in any account as it sees fit, including with its own and/or other customer monies.

**Inconsistency:** In the event that there is any inconsistency between these terms and conditions and any other Pacific Attitude documentation relating to your travel, these terms and conditions shall prevail. I acknowledge that I am 18 years of age or older, and that I understand and agree with the above terms and conditions. I also agree that I have authority to bind all passengers I book on behalf of under the same terms and conditions.

**Website terms of use:** Our website was designed to be user-friendly, informative and secure. If you do not agree to the information provided, please do not use this site. This site is owned by Pacific Attitude Limited ("we", "us").

## **1. Travel information**

1. Our website displays information about travel locations, airfares, packages, insurance, transportation, amongst other things.
2. This information is supplied to us by third party providers, such as Match Hospitality, airlines, hotels and transportation suppliers. We have taken reasonable care to ensure it is correct and up to date; however we cannot continuously check the accuracy of such information.
3. We accept no responsibility for information supplied to us by third parties. We recommend you confirm all information contained on or linked from our website with the third party provider.
4. You are responsible for obtaining all passport, visa and health information required. We will assist you to obtain such information, however, the final responsibility for obtaining the necessary information and complying with any passport, visa and health requirements remains with you.

5. The details of the prices, packages, tours, flights and other information displayed on the website are subject to change without notice. The travel products and services described on the website are subject to availability.

## **2. Prices**

1. All prices displayed on the website are subject to change without notice. This is because the airlines and other third party providers may change the prices at any time.

2. Special conditions may apply to the prices set out on the website. To determine such conditions, you must contact us.

3. The prices set out on the website may not include all taxes or airport charges. Taxes, airport charges and any additional costs will be advised to you once you have made a booking with us and we have confirmed the booking.

## **3. Suitability of travel products and services**

1. We do not represent that any travel products and services set out on our website will be suitable for you. You release us from any claims in relation to the travel products and services described on our website, including but not limited to claims that the travel products and services are not suitable.