

## **ART TRAVEL TOURS GENERAL CONDITIONS**

**(Art Travel is a division of North and East Limited and provides travel services as a Broker of Travel Advocates Ltd, who may also have additional terms and conditions)**

### **ALL TOUR PRICE INCLUDES**

1. if included: economy class airfares from Auckland to destination on stated carriers (not on every tour)
2. airport taxes and airline security taxes (not on every tour)
3. hotels (breakfast usually included) as detailed in the final itinerary
4. transfers between airports and hotels
5. all sightseeing, excursions and entrance fees as in final itinerary
6. meals, as detailed in the final itinerary
7. services of experienced local guides on all sightseeing tours
8. tipping to local guides, drivers, porters, etc

### **TOUR PRICE EXCLUDES**

1. passport fees
2. optional excursions and sightseeing not in the final itinerary
3. meals, other than those stated in the final itinerary
4. drinks with meals or otherwise (except complimentary wine with most evening dinners)
5. travel insurance
6. items of a personal nature (e.g. medical expenses, laundry, etc)

### **PAYMENTS**

<u>1st DEPOSIT DUE</u>	\$500 TO \$1,500 pp, payable with booking
<u>2nd DEPOSIT DUE</u>	\$1,500 pp, payable by specified date in your tour schedule
<u>FINAL PAYMENT DUE</u>	as specified in your tour pack – usually 3 months prior

Interim deposits may be requested.

1. Your tour reservation will be confirmed on receipt of deposit and booking form.
2. Payment in full is required at time of booking for reservations made after full payment is due.
3. If payment is not made by this date, bookings may be cancelled.
4. Travel documents and final instructions for joining your tour will be sent to you approximately two to four weeks before departure from New Zealand (providing full payment has been received).

### **MINIMUM NUMBERS**

Tour costs are based on a minimum number of tour members. ArtTravel (North and East Ltd) reserves the right to cancel the tour if this number is not reached. If this happens, you may be able to claim cancellation charges against your loss-of-deposit travel insurance.

### **CANCELLATION & REFUNDS**

#### TOUR ARRANGEMENTS:

If you find it necessary to cancel your ArtTravel tour, monies will be refunded less a cancellation fee per person as follows:

- If you cancel after 1st deposit paid, but before 2nd deposit (generally up to 180 days prior to departure) – less cancellation fee of \$250 + any supplier payments
- If you cancel between 2nd deposit and full payment (generally from 180 to 100 Days) – less cancellation fee of 50% (or as advised, due to commitments made to suppliers).
- If you cancel after full payment has been made (generally 90 to 105 days prior to departure) – no refund, sorry.

- NOTE:
- i. We commit to offering you as much of a refund as possible whenever possible.
  - ii. We will retain a minimum of \$500, plus any cancellation fees levied by suppliers, where your cancellation affects the cost to the group, or affects the size or viability of the group.
  - iii. Cancellation conditions may vary by supplier.

NO REFUND IS AVAILABLE for cancellation after commencement of tour arrangements or on any services not used. Should you encounter any problems on your tour it is always better to try and solve it on the spot with the operator of the tour. If this is not possible and you wish to lodge a complaint, this should be done in writing within 30 days of completing your tour.

**SIGHTSEEING:** No refunds will be made to passengers who elect not to partake in excursions included in the itinerary.

**AIR ARRANGEMENTS:** Cancellation fees will apply as required by airline airfare rules and will vary dependent upon the type of airfare utilised.

Travel insurance is compulsory for everyone on this tour to cover unforeseen info.

**NAME CHANGES** may require the cancellation and rebooking of your airfare portion at your expense. Amendment fees and fare differences may be incurred.

### **TRAVEL DOCUMENTS**

1. Prior to confirming your travel arrangements, you should check that your Passport will remain valid for at least 6 months after your return to New Zealand). You must carry your Passport with you throughout the entire duration of the tour.
2. A Returning Resident's Visa is required for holders of other than NZ Passports. Talk to House of Travel Ellerslie about this. An ETA Visa may be required. You are responsible for your Visa and Passport

### **TRAVEL INSURANCE**

Travel insurance is compulsory for everyone on this tour. You agree that we will have no liability for any loss or damage of any kind (direct, indirect, consequential or otherwise) you may suffer resulting from cancellation, loss of luggage and personal property, medical expenses, and the effects of accident, however it is caused. It is your responsibility to insure yourself fully with a comprehensive policy that includes provision for emergency evacuation.

### **YOUR HEALTH AND FITNESS**

#### **PRE-EXISTING MEDICAL CONDITIONS:**

You must ask your doctor about current inoculation requirements.

Full details of pre-existing medical conditions must be forwarded to ArtTravel when you book. Failure to do so is a breach of these conditions and may result in your being excluded from the tour and all funds paid being forfeited. Clients with pre-existing medical conditions may require a medical certificate from their doctor clearing them for this tour, and ArtTravel reserves the right, at its discretion, to cancel your booking and refund the money paid by you. During your holiday you are under the control of your tour leader, who has the authority to determine your suitability to continue with the tour.

**ILLNESS OR ABSENTEEISM:** In case you have to withdraw from the tour after it has begun for reasons such as illness, be sure to obtain a medical certificate to support any insurance claim. ArtTravel regrets that they cannot make refunds for absences from the tour, including but not limited to missed meals or sightseeing. If a promotional airfare is broken or extended for any reason, an additional fare may be payable.

**PHYSICAL DISABILITIES:** You must notify us in writing prior to booking of any disabilities, medical apparatus, crutches or special medical assistance you may need. We reserve the right to decline anyone for any reason who, in the opinion of ArtTravel, is unsuitable for travel or whose condition may affect the health, safety or enjoyment of other passengers.

### **TOUR EXCLUSIONS**

ArtTravel reserves the right to withdraw tour membership from anyone whose behaviour is deemed likely to affect the smooth operation of the tour or adversely affect the enjoyment or safety of other passengers, and ArtTravel shall be under no liability to any such person.

### **INFORMATION VALIDITY**

Considerable care has been taken to compile this itinerary but circumstances may necessitate changes in itinerary and costs, in which case you will be informed as soon as possible. ArtTravel cannot be held responsible for any changes which may occur and reserves the right to increase the price of any travel arrangements up to the date of departure. This includes adjustment for devaluation, fuel surcharges, airfare increases as well as international exchange rate fluctuations. Airlines do not, by virtue of their endorsement to this information pack, represent themselves as either contracting with any purchaser of a holiday from ArtTravel or as having any other legal relationship with such purchaser.

## **CHECKING YOUR TRAVEL ARRANGEMENTS**

It is important that you check all of the documentation handed to you in relation to your proposed travel and accommodation to ensure that it fully meets with your requirements and to ensure that there have been no misunderstandings.

## **BOOKING CONDITIONS:**

### **1. THE GUARANTEES UNDER THE CONSUMER GUARANTEES ACT 1993 WILL APPLY TO SERVICES SUPPLIED BY US EXCEPT WHERE THEY ARE ACQUIRED, OR ARE HELD OUT AS BEING ACQUIRED, FOR BUSINESS PURPOSES:**

1.1 The services that ArtTravel supply consist of arranging and coordinating travel, entertainment and accommodation, and making bookings, issuing tickets and vouchers to be redeemed by Suppliers. We will not be liable for any loss or damage of any kind (direct, indirect, consequential or otherwise) which you may suffer resulting from selection of those suppliers, or your use or consumption of, or inability to use or consume those facilities or services.

1.2 We undertake to perform these services with all reasonable care and skill. We will not be liable for any loss or damage which results from the act, default or omission of any person other than ourselves, our employees or agents, or any cause independent of human control. This includes (but is not limited to), loss or damage which arises directly or indirectly from any act of God, weather disruptions, dangers incidental to the sea, fire, breakdown in machinery or equipment, acts of Governments or other authorities de jure or de facto, wars whether declared, or not, hostilities, civil disturbances, strikes, riots, terrorist incidents, deaths, pilferage, epidemics and pandemics whether declared or not, quarantines or medical or customs regulations.

1.3 We are not able to exercise control over services we do not supply directly, therefore we will not be responsible for any loss or damage arising from:

- any booking made directly with a service Supplier by another travel agent; or
- any services which are not provided by us and which are additional to those described in this information pack.

### **2. SUPPLY OF TRAVEL, ENTERTAINMENT, ACCOMMODATION SERVICES AND FACILITIES:**

2.1 When we make your bookings with the Suppliers of travel, entertainment and accommodation facilities or services, we are acting as a booking agent for the Suppliers.

2.2 All travel, entertainment and accommodation facilities or services are supplied directly to you by the Suppliers. We have no control over the facilities or services themselves, or the manner in which they are provided by the Suppliers. Therefore you should be aware of the following conditions:

- We will not be liable for any loss or damage of any kind which may arise from your use of, consumption of, or inability to use or consume those facilities or services.
- The provision of those facilities or services is subject to the terms and conditions of your contract with each Supplier.
- Where for any reason, a Supplier is unable to provide particular facilities or services, then that Supplier may be entitled, under its contract with you, to substitute those services or facilities with comparable or equivalent facilities, or services without incurring any liability to you. You should check your contract with each Supplier.
- All facilities or services described by us are subject to availability from the Supplier.
- We will not be liable or responsible for any loss or damage relating to your luggage, personal possessions, health or welfare, or delays or travel disruptions unless these arise directly from the service we provide to you.

### **3. PRICES:**

3.1 Events beyond our control, such as currency fluctuations, taxes, changes to the price of aviation fuel or changes to the cost of services or facilities may result in the prices charged to you being different from those shown in this information pack. You should check all prices with ArtTravel before making reservations and your final payment.

3.2 Prices may also be liable to variation between the time of booking and departure. We reserve the right to vary the price up until the time of your final payment being received by us due to exchange rates, group numbers and other events that may affect our initial quoted price.

3.3 Receipt of a deposit will be taken as an understanding by the Company that the participant has read and agrees to abide by these terms and conditions.

### **4. LEGAL CLAIMS:**

Any claims or legal action in connection with the provision of our services to you will be governed by the laws of New Zealand. Any claim or legal action against the Suppliers is likely to be subject to the terms of your contract with them, and may be governed by the laws of other countries.