

## UNITED TRAVEL TERMS & CONDITIONS

### WHO WE ARE

United Travel is one of New Zealand's largest and most successful travel agency chains, with stores nationwide. Each store is privately franchised and locally owned to deliver personal experience to you.

### FOR THE LOVE OF TRAVEL.

At United Travel we love travel too. We believe that you are entitled to the best value possible, and our mission is to deliver it to you, whenever and wherever you want it.

### OUR SERVICE & OBLIGATIONS TO YOU

We will endeavour to secure your bookings and provide you with documentation for the services detailed, subject to the following:

- a. We are agents and not the providers of the services and products supplied by airlines, tour operators, hoteliers, car rental providers and other services - "Service Providers". All contractual arrangements for such services are supplied by us strictly as agents for and on behalf of the Service Providers and all documentation is issued by us subject to United Travel terms and conditions and also the terms and conditions of the Service Providers.
- b. What we supply to you is the arrangement and coordination of your travel and ancillary services, the making of bookings, and issuing/supplying of tickets and vouchers to be redeemed by Service Providers. We will exercise all reasonable care and skill in carrying out the above services and in the selection of Service Providers.
- c. We acknowledge that we are bound by the statutory guarantees under the Consumers Guarantees Act 1993 where applicable.
- d. When issued by each Service Provider, such Service Provider's documentation and contract shall, unless inconsistent with the law of New Zealand, constitute the sole agreement relevant to the supply of the particular service or product and shall be governed by the terms and conditions of that Service Provider subject to the applicable law in the country in which it is supplied.
- e. We have no control over the products or services provided by Service Providers or the manner in which they are provided. We will nevertheless endeavour to ensure that they are suitable to meet the particular requirements you have made known to us.
- f. We cannot accept liability for loss of any kind which arises from any act, omission or default on the part of Service Providers. Neither can we accept responsibility for loss caused by Acts of God or force majeure such as (but not restricted to) weather or equipment disruptions, acts of government or other authorities, wars, hostilities, civil disturbances, strikes, riots, pilferage, medical or customs regulations or requirements.
- g. Travel is an individual experience and opinions and preferences differ from person to person. Individual satisfaction can be affected by many circumstances beyond our control (e.g. the weather) and we cannot be responsible if any aspect of your trip does not meet your expectations.
- h. We will take reasonable care and skill in selecting suppliers to ensure your safety and enjoyment but any adventure activity has some measure of risk and therefore all bookings are made on the condition that you will accept those risks and acknowledge that neither we nor any of our officers, employees, agents, subcontractors nor your fellow passengers shall be liable in any way for injury, loss, damage or claim of any kind to person or property, whether direct, consequential or compensatory, regardless of cause.

### PRICES

Your travel arrangements can increase in price for various reasons, including currency exchange variances and Service Provider price fluctuations, until the date of utilisation. If you have paid a deposit we will contact you to advise you of such increases, and we reserve the right to collect the additional amount from you. In some cases you can take advantage of price guarantees to ensure that you are not liable for increases. Please consult us about the availability of such options. No items other than those specifically referred to are included. Extras not specified are to be paid for directly by you to the supplier and may include the cost of meals, laundry, telephone, insurance, sightseeing, taxes, gratuities, passport and visa fees. Any ticketable airport taxes or levies are included in our price, however some countries require additional airport taxes and levies to be paid by you on departure.

### PAYMENT

A deposit is required as confirmation of your acceptance of these terms and conditions. Once the deposit has been paid we will proceed to make

the necessary reservations for you. The deposit is part payment of the full price. Certain suppliers may require an additional deposit or booking fee before they will accept the reservation. Where this is the case we will advise you.

Our prices are based on payment by cash, eftpos or direct credit into our bank account. Cheques will be accepted if payment is made at least 10 days before departure. Please advise us if you would like to pay by credit card or any other form of payment as a service administration fee applies.

### DOCUMENTATION

Once full payment is received, tickets and documentation will be ordered.

### CANCELLATIONS & AMENDMENTS

Should you change or cancel your booking there will be charges associated with the extra work and time required. In addition substantial fees may be charged by Service Providers and United Travel and they will vary from one to another as well as depending upon the time at which you cancel or amend your arrangements. The amount of each supplier's cancellation or amendment fee is beyond our control and payment is solely your responsibility. We suggest that you consult the relevant brochure or ask us for advice.

You may or may not be entitled to a refund depending upon the refund policies and conditions of the Service Provider(s). If we obtain a refund on your behalf, please note that a fee may be applicable.

### PROBLEM SOLVING

If, in the course of your trip you do have an experience which is not to your satisfaction, we strongly recommend that you take the matter up with the Service Provider concerned at the time and advise your travel consultant immediately. This provides the opportunity to have the matter discussed and investigated on the spot, and a remedy can be negotiated to enable you to continue enjoying your trip.

While claims in connection with the services we provide will be governed by the laws of New Zealand, any claim or legal action against an overseas Service Provider will, in terms of their contract to supply, most likely be governed by the laws of their country. We have found from experience that it is difficult (in some countries impossible) to obtain redress once travel has been completed.

### COMMUNICATION CHARGES

Should you require urgent confirmation of a booking that necessitates us telephoning our supplier(s), communication charges may apply.

### PASSPORT & VISA REQUIREMENTS

For all travel all travellers will require a valid passport. Please forward a copy of the photo page of your passport, prior to making a reservation, so that we can ensure that we spell your name correctly on your documentation, plus any visas including NZ re-entry. Many countries require your passport to be valid for more than six months beyond the expected date of your return, and for some countries you must have a machine-readable passport.

We waive all responsibility including airline charges if we have not sighted your passport.

Your passport should be in good condition as if it is damaged or excessively worn it may not be valid for travel. For some countries a valid visa will be required.

If you are not on a NZ/Australian passport, you require a re-entry permit. You should check with the relevant consular offices as to the passport and visa requirements for your particular trip and your personal circumstances. Any criminal convictions or previous contagious diseases may affect your entry into certain countries. While we can assist, your passport and visa requirements are your responsibility.

### CRIMINAL CONVICTIONS AND OUTSTANDING FINES

Persons with any criminal conviction may be denied entry to a foreign country or may require permission by way of a visa to enter a foreign country.

Please contact the relevant embassy direct. Please be aware that the Department of Courts may decline your exit from New Zealand should you have any outstanding fines. Please contact the Justice Department direct.

Initials .....

**USA VISA WAIVER PROGRAMME (VWP)**

New Zealand Passport holders may travel without a Visa to the USA under the Visa Waiver Programme for a maximum of 90 days, providing you have a machine-readable bar coded passport. Passports issued after 26 October 2005 however, must be biometric e-Passports to utilise the VWP. You may require a visa if you travel on any other than a New Zealand Passport, or have any criminal convictions, or are travelling for any reason other than tourist purposes, or you are staying in the Continental USA for longer than 90 days, or you were issued a passport on or after 26 October 2005 that is not an E-Passport.

Visitors are subject to US-VISIT programme. This is an electronic entry system for verifying the identity of arriving visitors and confirming compliance with visa and immigration policies. Upon arrival the US Customs and Border Protection officers will collect two fingerprints and take a digital photograph. Effective 04 October 2005, the US Government requires the full US address of all passengers at check-in, including zip codes. If you are unable to provide this information you may be denied boarding.

**IMPORTANT:**

**Effective 12 January 2009**, all Visa Waiver Program (VWP) travellers will be required to obtain an ESTA (Electronic System for Travel Authorisation) prior to boarding a carrier to travel by air or sea to the USA. ESTA is a new automated online system used to determine the eligibility of visitors to travel to the USA under the VWP. Please note: Approval only authorises a traveller to board a plane or ship for travel to the United States. In all cases, US Customs and Border Protection officers made admissibility determinations at ports of entry or pre-clearance facilities.

To apply for an ESTA, you can visit the ESTA website at <https://esta.cbp.dhs.gov/esta/esta.html>. This is your responsibility. Note: Air Tahiti Nui (who is a member of the Visa Waiver Scheme) has not been included in the Visa Waiver template. This has been brought to the airlines attention.

**MEDICAL REQUIREMENTS**

Some countries require inoculation certificates as an entry requirement – please check with your doctor. While we can assist, this is your responsibility. If you are travelling with prescription medicines, you are advised to carry a letter from your doctor stating the details of your prescription.

**GOVERNMENT TRAVEL ADVISORY**

We strongly recommend, in conjunction with discussion with your travel consultant, you check the Government "Travel Safe" website for Travel and Health warnings. [www.safetravel.govt.nz](http://www.safetravel.govt.nz)

**AIRLINE MILEAGE SCHEMES**

Your airline Frequent Flyer/Mileage Membership can be entered into your reservation. Please advise your United Travel consultant of your membership numbers. Please retain your boarding passes and ticket copies as a record to protect against the airline system not capturing your data correctly. These programmes are provided by the airline concerned and United Travel accepts no responsibility for default by the airline in honoring such programmes. Please note that not all airfares are eligible for points. United Travel reserve the right to charge a fee for airline verification of travel completed.

**SPECIAL REQUESTS**

Please advise us of any special requests such as special meals and seating preferences. We will endeavour to make requests to Service Providers on your behalf, but cannot guarantee.

**TRAVEL INSURANCE**

We strongly recommend, and believe it is essential, you take a fully comprehensive travel insurance policy for your protection and peace of mind. Travel insurance will (subject to the insurance company's policy conditions) include cover for cancellations and/or amendments due to unforeseen events, medical costs, luggage, money, rental car excess etc. The decision to take out such insurance and the amount of cover taken is entirely your decision.

We suggest you ensure the policy commences when you make your first payment towards your holiday to ensure you receive the benefit of the cancellation and curtailment section of the travel insurance. We advise that there is no cover for carrier/operator/supplier or agent default.

Medical conditions need to be notified and accepted by the insurance provider:

Pre-existing medical conditions - Please contact the Insurance Provider to see if these conditions can be covered. Change of Health: after you have purchased the policy you must inform of any change to health.

*My United Travel consultant has recommended that I purchase Travel Insurance. However, I have:*

*a: Chosen to make my own arrangements. I acknowledge and accept full responsibility for insurance that I have arranged should it prove to be insufficient for my needs.*

*(Should you decline our recommended policy, we cannot accept responsibility for any loss caused through insufficient or lack of insurance cover)*

**Sign here if applicable:**

*b: Yet to decide what provider I wish to use for my/our travel insurance. I acknowledge and accept full responsibility for having no insurance cover at this time and am happy to proceed with reservation/bookings that may attract cancellation and/or amendment charges.*

*(Should you decline our recommended policy, we cannot accept responsibility for any loss caused through insufficient or lack of insurance cover)*

**Sign here if applicable:**

I /We confirm that I/we have read, understood and accepted pricing and the terms and conditions relating to my/our travel arrangements made by United Travel

For travel to: .....

Month of Travel commencing: .....

Signed \_\_\_\_\_

Name(s) \_\_\_\_\_ Date \_\_\_\_\_

Initials .....