

## **Terms And Conditions**

***At VINZ-TINZ Ltd, we look forward to the opportunity to provide you with a supreme holiday experience. Please read the following terms and conditions carefully. Please refrain from making any booking unless you understand and accept these terms and conditions. References to "us", "we" and/or "our" in these terms and conditions shall mean VINZ-TINZ Ltd. These terms and conditions apply to bookings you make with our consultants (over the phone or by email) .***

***We will rely on the authority of the person making the booking to act on behalf of any other traveler on the booking who therefore binds by these terms and conditions.***

### **AGENCY**

*We act as an agent for, and sell various travel-related products as agent on behalf of, numerous transports, accommodation and other service providers ("Service Providers). These include airlines, coach, rail and cruise line operators, as well as all of our wholesalers. Any services we provide to you are collateral to that agency relationship. Our obligation to you is to (and you expressly authorize us to) make travel bookings on your behalf and to arrange relevant contracts between you and Service Providers. We exercise care in the selection of reputable service providers, but we are not a direct provider of travel services and have no control over, or liability for, the services provided by Service Providers. All bookings are made on your behalf subject to the terms and conditions, including conditions of carriage and limitations of liability, imposed by Service Providers. Your legal rights in connection with the provision of travel services are against the specific Service Providers and, except to the extent a problem is caused by omission on our part, are not against us. Specifically, if for any reason (excluding omission on our part) any Service Provider is unable to provide the services for which you have contracted, your rights are against that provider and not against us.*

### **DOCUMENTATION**

*Our current process is to send documents to our customers electronically whenever possible. We reserve the right to charge an administration fee should you make a request for such documents to be sent as a hard copy.*

### **GOVERNING LAW**

If any dispute arises in relation to the agreement between you and us as constituted 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.

### **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.*

## **LIABILITY**

*To the extent permitted by law, neither VINZ-TINZ Ltd nor any of its related bodies corporate, directors, employees or agents 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 the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Consumer Guarantees Act). This liability clause is subject to your rights under the Consumer Guarantees Act and nothing in these terms and conditions is intended to limit any rights you may have under the Consumer Guarantees Act or the Fair Trading Act.*

## **MONIES NOT HELD ON TRUST**

*All monies paid by you to us will be the property of VINZ-TINZ Ltd and will be a debt due and payable to the Service Providers once the services to which the money relates have been provided (except for monies paid for flights with an IATA airline, which might be held on trust for that IATA airline). You agree and acknowledge that such monies will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with its own and/or other customer monies.*

## **PASSPORTS & VISAS**

*All travelers must have a valid passport for international travel and many countries require at least 6 months validity from the date of return and some countries require a machine-readable passport. When assisting with an international travel booking, we will assume that all travelers on the booking have required passport and visa. If this is not the case, you must let us know. It is important that you ensure that you have valid passports, visas and re-entry permits which meet the requirements of immigration and other government authorities. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be your sole responsibility.*

## **PAYMENTS BY CHEQUE**

*Please note that cheque payments (excluding bank cheques) require about 5 business days to process. If you are paying by this method, you will need to make the payment at least 5 business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.*

## **PRICES**

*All prices are subject to availability and can be withdrawn or varied without notice. The price is only guaranteed once paid for in full by you. Price changes may occur by reason of matters outside our control which increase the cost of the product or service.*

## **PRIVACY POLICY**

*We are committed to protecting your personal information and agree to handle your personal information in accordance with our Privacy Policy. By providing personal information to us, you agree that our Privacy Policy will apply to how we handle your personal information and you consent to us collecting, using and disclosing your personal information as detailed in our Privacy Policy. In particular, you agree that in certain circumstances (such as where you request us to book international travel for you), we are permitted to disclose your personal information to overseas recipients. Such recipients may include the overseas travel service providers (e.g. airlines, accommodation or tour providers) with whom you make a booking. These travel service providers will in most cases receive your personal information in the country in which they will provide the services to you or in which their business is based. We may also disclose your personal information to our overseas related entities (including those in Australia, the USA, the UK, South Africa, Canada, India and Hong Kong) and to service providers who perform services for us within and outside of New Zealand. Generally, we will only disclose your personal information to these persons in connection with facilitation of your travel booking and/or to enable the performance of administrative and technical services by them on our behalf. Where we disclose your personal information to any person (including any overseas recipients), you agree that we will not be required to ensure that person's compliance with New Zealand privacy laws or otherwise be accountable for how they handle your personal information. When used above, "disclose" includes transferring, sharing, sending, or otherwise making available or accessible to another person or entity.*

## **TRAVEL ADVICE**

*We recommend that you contact your consulate general for general travel advice that is specific to your nationality. You may also wish to seek advice (including safety alert levels) relating to the destination you wish to visit.*

## **TRAVEL INSURANCE**

*We strongly recommend that you take out appropriate travel insurance to cover your travel arrangements.*

## **CANCELLAZIONI**

- *Cancellazioni devono essere fatte direttamente a VINZ-TINZ ltd.*
- *Si prega di notare che il calcolo del costo per annullare è basato sulla data che riceviamo l'email e la data di partenza del tour/itinerario.*
- *Nessun rimborso verrà dato per un tour non completato dopo la data dell'inizio del tour in qualunque circostanza.*
- *Se un tour sta per iniziare nei prossimi 7 giorni, non cambieremo la vostra data di partenza e non daremo nessun rimborso.*
- *Per rimborsi fatti tramite bonifico bancario, la tassa bonifico bancario sarà dedotta dalla somma complessiva di rimborso.*
- *Tutti hotel/motel/alloggi e Tours sono organizzati in anticipo. Qualsiasi persona non riuscendo a presentarsi la data di partenza non verrà rimborsata.*

## **Come Cancellare una Prenotazione**

Si prega di mandare un'email con numero di prenotazione, data di viaggio, pagamento fatto e forma di pagamento.

## **Termini e Condizioni di Vendita**

Tutte le prenotazioni diventano effettive al ricevimento della caparra. La caparra è rappresentato da un versamento del 30% del totale dell'itinerario/tour. Il cliente pagherà il 70% rimanente 30 giorni PRIMA della partenza del tour/itinerario.

**Cancellazioni: Prima di 14 giorni dall'inizio del tour= NON È Rimborsabile. Tra 14 giorni e 21 giorni prima= 50% rimborsabile. Più di 21 giorni prima= Rimborso Totale.**