

## BOOKING TERMS AND CONDITIONS

### *Definitions*

“Us”, “We” and “Our” means Alliance Française Auckland.

“You” means The Client

***Please read these Booking Terms and Conditions (“Terms”) carefully, as they form an important part of the contract for your tour.***

Once your deposit has been paid and accepted by us you will be deemed to have read, understood and accepted these Terms.

These Terms govern your relationship with us and form a binding contractual agreement between you and ourselves. For this reason, these Terms are important and you should ensure that you read and understand them before proceeding to make a booking.

All itineraries are sample itineraries only, intended to give you a general idea of the likely trip schedule.

Please do not proceed with any purchase or booking unless you agree with and understand these Terms.

*Contents – Please refer below to the contents included in our Booking Terms and Conditions*

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### *1. Agent*

We act as facilitators to provide comprehensive language programmes combined with educational tours. Our responsibilities are limited to arranging and making bookings on your behalf with the service providers for the programme.

The services offered by accommodation providers, transporters and other suppliers and contractors and all receipts, contracts and tickets issued by us are subject to the terms and conditions under which these services are provided by these suppliers and contractors.

We cannot be held responsible for providing the services to you or have any responsibility for the standard of those services that are provided:

If a service provider fails to provide you with a service, or you are dissatisfied with the standard of any service provided, you agree that your only rights are to be directed against the service provider and not against us. In the unlikely event of a complaint, the participant shall make an Alliance Francaise Auckland representative aware of such problems immediately.

You agree that we are not liable to you for any losses that you suffer in those circumstances, and that you will not claim or lodge any claim against us whether this be directly or indirectly for the purpose of any refund, credit or other dispute.

## *2. Eligibility*

Tour participants have to be a minimum of 21 years of age on the commencement day of the tour. Younger participants must be accompanied by a parent or a guardian.

If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the Tour, you must advise us on the Booking Form that will be emailed to you receipt of your deposit. Participants are required to have a certain level of mobility at our sole discretion.

We have unfettered rights to exclude a participant or decline a booking request if we consider that a participant may be disruptive or affect the enjoyment of other participants.

## *3. Conduct and Behaviour*

Illicit drug use and alcohol abuse is not permitted. We reserve the right to eject a participant if we consider, at our sole discretion, that a participant has breached acceptable codes of conduct.

If the behaviour of any participant is considered likely to cause offence, danger, damage or distress to others, we reserve the right, at our reasonable discretion, to cancel or terminate the tour at any time.

If such a situation arises, our responsibility for your tour will cease and we will not be obliged to cover any expenses which may be incurred by any participant and neither will we consider or accept any claims for compensation or refunds whatsoever.

You are responsible for the cost of any damage you cause to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

Because of the potentially detrimental effect on the other tour participants and our service providers, we have outlined the conduct rules that you undertake to follow during your trip . Agreement with the Booking Terms and Conditions includes agreement to abide by the following conduct rules.

### **Conduct Rules**

1. I must act with care and common sense and I must not do anything that may risk the safety and/or security of myself, any other tour participant, or any other person.
2. I must not behave in a way that is disruptive, threatening or abusive or which causes or likely to cause danger, distress or annoyance to others or damage to property.
3. I must not take, carry, purchase, attempt to purchase, accept, use or supply any other person (including any other participant) with any:
  - (a) alcohol (except in relation to any person over the age of 18 years who must not consume excessive amounts of alcohol);
  - (b) prohibited or restricted substances (i.e. drugs);
  - (c) dangerous goods including (but not limited to) any weapon, explosives or toxic substances.

4. I must only take and use (in accordance with the relevant instructions) prescription medication that has been prescribed to me by a medical practitioner. I must not give my prescription medication to another person and I must not take or use any prescription medication that was not specifically prescribed for me.

5. I must comply with the reasonable directions of the Alliance Française representative and/or any of its suppliers

#### *4. Limitation of Liability*

We will not accept any liability, for any act or omission of any other travel service providers (whether in contract, tort or otherwise). This also includes their failure to provide a service whether it is classed as negligent or otherwise. This also includes any injury, losses, damage to person or property or expenses incurred caused by delays, alterations to the programme or otherwise, or inconvenience suffered by you in connection with your booking and/or your travel services or any other event beyond our control including, but not limited to, natural hazards, Acts of God, flight cancellations, accidents, transport or equipment breakdowns, civil disturbances, political incidents, strikes, riots, thefts, which is not preventable by reasonable diligence on our part or unless our liability is agreed by legislation which cannot be excluded.

We will not be responsible for the standard of the services which are to be provided by any third parties, and we accept no liability in regards to this. In any cases where our liability cannot be excluded, our liability is limited to the amount that you have paid for your travel services.

#### *5. Rates & Prices*

The rates and prices which are quoted in any print or on the website or quoted by our staff are subject to availability and change without notice. They can also be withdrawn or varied without any prior notice.

Final prices will be locked in upon receipt of the full balance of your payment. Sometimes price changes may occur for matters beyond our control such as: adverse currency fluctuations, price increases due to our suppliers. These price changes could mean that the price will increase.

A reservation will only be made once we have received all monies owing and received confirmation from the service provider. If the service provider is unable to confirm the reservation, you may be offered an alternative choice of accommodation which in some cases may be at an additional cost which Alliance Française Auckland is not liable for.

**What is not included:** Airfares, travel insurance, meals at restaurants, bougna market shopping, alcoholic beverages except for on the Phare Amedée trip, telephone calls, personal expenses, passport and visa related fees, baggage charges and other travel arrangements not included in the itinerary, *and any other personal expenses which are not stated to be included in the tour price*

#### *6. Deposits & Final Payments*

You will be required to pay a deposit of \$500.00. We reserve the right to change or correct any errors in the rates that are quoted or calculated or any omission made at any time during your booking or deposits when booking.

By paying your deposit, it holds your reservation only and does not guarantee that the final payment amount will not change due to circumstances beyond our control as referred to in clause 5. Your final payment **MUST** be paid no later than 60 days prior to the scheduled date of departure unless otherwise stated. Bookings will be cancelled if balance is not paid in full by the due date and a cancellation fee may be incurred.

All deposits are non-refundable in any circumstances, unless the booking is cancelled due to some negligence or breach of duty by us.

The submission of a completed Booking Form or payment of any monies by you does not constitute the formation of a contract. A contract will exist between us when we confirm the booking of your tour by dispatching a written confirmation to you.

#### *7. Payment Options*

#### *Payment by Credit Card:*

Any amount paid to us by credit card means that you agree that any dispute with the validity of the transaction will be taken up with your credit card issuer. This is also including where a service provider fails to provide a service to you for any reason whatsoever.

The Company reserves the right to impose an administrative charge of up to [\$30.00] per person for any payments that fail to reach us by the due date.

#### *Payment by Cheque, Money Order or Cash:*

When making payment by other means such as cheque, money order, Electronic Funds Transfer or cash, bookings can only be confirmed upon receipt of the funds being cleared. You must allow 5 working days for this payment to clear before the actual payment due date.

If paying by these methods such as cheque, you agree to not stop the payment even if you choose to cancel the booking.

Before refunding any monies to you, you understand that we will need to satisfy any liability in terms of cancellation fees and ensure no final monies are owed.

### **8. Cancellation Charges and Other Service Fees**

If you cancel the booking, we will be unable to provide any refund to you unless we receive a refund of the amounts we have already paid to the third party service providers.

Any bookings which are cancelled will incur charges as applicable and travel service providers are entitled to impose cancellation charges, which can be up to 100% of the amount paid to them for the relevant service, regardless of whether travel has commenced.

If we receive any refunds from travel service providers, we will ensure that we return any refunds on to you. As reasonable compensation to us for the services that we have provided and any expenses we have incurred, you agree that we are entitled to retain a minimum cancellation fee of [\$500] per person.

There is a lot of coordination required in arranging this tour. You may cancel your booking but you may have to pay cancellation fees. All cancellations must be made in writing to us. The Initial deposit of \$500.00 is non-refundable.

The following cancellation charges will apply from the date the written cancellation is received:

Between 50-59 days prior to departure; 25% of total holiday cost  
Between 40-49 days prior to departure; 50% of total holiday cost  
39 days or less prior to departure; 100% of total holiday cost.

We reserve the right to cancel the tour if a minimum number of participants is not achieved. If we do cancel the tour then you will receive a full refund of all monies paid including the non-refundable deposit. We shall not be liable for any costs that you have incurred in the meantime.

### **9. Special Requests**

We will do our best to meet any special requests made by you and to pass these on to the appropriate persons provided they are clearly noted on the Booking Form. While requests will be submitted to the relevant supplier, we cannot guarantee that the supplier will fulfill the request except in relation to any special requests confirmed by the relevant supplier in writing.

### **10. Health and Safety**

**Your personal safety is of paramount importance to us and therefore it is imperative that you advise us at the time of booking of any condition, medical or otherwise, that might affect your or any other person's enjoyment of the tour.** You will be sent a Booking Form in which any relevant information must be noted.

## *11. Flight Schedule Changes*

As the traveller, it is your responsibility to ensure that your flight is departing at the time specified and that this has not changed. Any airline has the right to reschedule or cancel flights at any time for any reason.

We are unable to accept any responsibility should this happen and for any additional costs that you may incur as a result of this.

Whilst the Company will at all times endeavour to satisfy your requirements and changing circumstances, as we rely upon the information and services provided by the relevant travel suppliers, we reserve the right to make alterations to the tour details both before and after any booking has been confirmed. If for any reason the details of the tour have to be changed before departure we will inform you as early as possible.

## *12. Travel Insurance*

We do not have any insurance policy covering the expenses for accident, sickness, loss due to theft, or any other reasons. Travel insurance is compulsory for all our travellers and it is a condition of accepting your booking that, prior to the departure, you will obtain adequate travel insurance to cover accidents, injury, illness, death, medical expenses including pre-existing medical conditions, emergency evacuation, repatriation, trip cancellation or interruption, loss or damage to baggage and personal effects and travel delays.

All baggage and personal property is at all times your own responsibility.

In the event of you having a successful claim for costs against a third party, we are entitled to recoup from you any costs actually incurred by us in providing you with assistance in connection with such claim.

## *13. Travel Documentation*

Please ensure that you keep your travel documents in a safe place. It is your responsibility to keep these documents safe and ready for your travel.

If you lose any of your documentation, you agree that this is your responsibility and we will not be held responsible for this. You will be responsible for settling any charges associated with re-issuing any documentation. Please also ensure that the correct information is given at the time of booking as any errors with names, dates etc may result in your documents being cancelled or unusable. Should you be aware of any errors, please advise us immediately.

## *14. Passports and Visas*

Passports and visas are your responsibilities. Be aware that strict requirements are enforced by airlines and that your failure to adhere to these requirements will result in losses or additional expenses for you including name change fees after ticket issue, ticket cancellation or rerouting at a higher airfare at your expense. The passenger's name booked must be exactly as shown in their passport. You must ensure that all relevant visas are obtained prior to departure and that any eventual re-entry permits are obtained. Passport expiry date must not be under 6 months from the date of return to New Zealand.

## *15. Vaccinations*

While we will endeavour to reconfirm any new health requirements at the time of booking, it is your responsibility to check with your doctor at least two months prior to travel for the latest requirements, recommendations and any costs.

## *16. Baggage*

Please check baggage allowances applied by the airline prior to travel. Baggage allowances vary depending on the airline and destination and it is your responsibility to ensure you know the correct allowance for your trip.

## *17. Privacy Laws*

We are committed to protecting the privacy and confidentiality of our customer's personal information. Our Privacy Policy is outlined below.

### *18. Monies not held in trust*

All monies that you pay to us will be payable to the service provider once the service has been confirmed. You agree that we hold monies to pay the service provider only and as such can place this in any bank account as necessary until it is paid.

### *19. Law of Contract*

Both ourselves and our suppliers do not accept liability in contract or in tort nor will pay any compensation in respect of any person or property for any injury, damage, loss, delay, additional expense or inconvenience caused directly, or indirectly by events beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to, war, threat of war, civil disturbance, terrorist activity, fire, flood, unusually severe weather, natural or nuclear disaster, Acts of God, acts of Government or other authorities, accident to or failure to machinery or equipment, or industrial action (whether or not involving its employees and even though such actions may be settled by acceding to the demand of a labour group).

You indemnify us against any claim made against ourselves which may arise as a result of your actions. We are not responsible or liable for your breach of any law or regulation.

We cannot accept responsibility for subsequent changes or withdrawal of prices, details or services which are subject to change without notice.

This contract is governed by the law of New Zealand.

### *20. Privacy Policy*

Our Privacy Policy sets out what information we collect, how we collect it, and what we do with it.

Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same ("your information").

Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us.

You may request that we update your information at any time to ensure that it is current, accurate and complete by contacting us at [information@alliance-francaise.co.nz](mailto:information@alliance-francaise.co.nz).

For the purpose of providing you with our services, we may disclose your information to our service providers.

In order for you to travel overseas, it may be **mandatory** (as requested by government authorities at the point of departure and/or destination) to disclose your information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate.

By booking with us you also agree for your insurers, their agents and medical staff to disclose **relevant** information (which may contain sensitive personal data) to us in circumstances where we need to act in the interest of everyone in the group.

We may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions.

You will be given the opportunity on every e-communication we send you to indicate that you no longer wish to receive our direct marketing material. You may indicate your preference regarding receiving third party direct

marketing material. If you do not wish to receive such information or would like to change your preference, please see below.

You have the right to ask in writing for a copy of the information we hold about you and to correct any inaccuracies in your information. You have the right to ask in writing not to receive direct marketing material about our products and services.

If the following facilities are available, you can amend your previous preference on our website(s), using our "unsubscribe email" or in literature which you subsequently return to us.

Once properly notified by you, we will take steps to stop using your information in this way.

We have taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

Any likeness or image of you secured or taken on the tour may be used by us without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.