

OUR WORLD LTD TRADING AS OUR ASIA, OUR AUSSIE, OUR AUSTRALIA, OUR CRUISE, OUR LUXE, OUR PACIFIC, OUR WEDDINGS, AND OUR WORLD. OUR BOOKING TERMS AND CONDITIONS

1. THESE TERMS

1.1 **The Terms.** Please carefully read the following terms and conditions ("Terms") before using our services or having us create any quotes or bookings for you. All documentation issued by us is subject to these Terms, and if applicable, the terms and conditions of the Suppliers and Service Providers (see clause 2.3 below).

1.2 **Website/s.** If you are using our website/s, our website terms and conditions will also apply (full details available at www.ourworld.travel/websiteconditions) but these Terms prevail if there is any inconsistency.

2. WHO WE ARE, TAANZ, AND WHO ARE SUPPLIERS AND SERVICE PROVIDERS

2.1 **You and Us.** The words "we", "our", "Our World", and "us" refer to Our World Ltd and its various trading brands named above. The words "you" and "your" refer to the person who, by agreeing to these Terms, appoints us as their agent to create bookings for them with Service Providers and Suppliers. You confirm that you have the authority to give us instructions on behalf of each person listed in a booking.

2.2 **TAANZ.** We are bound and bonded by the Travel Agents Association of NZ (TAANZ) Constitution. This bonding requirement ensures your funds are better protected (go to www.taanz.org.nz for more details).

2.3 **Suppliers and Service Providers.** We are your agent and not the Supplier or provider of the services and products you have requested. We refer to these Suppliers and Service Providers, such as airlines, cruise lines, transfer & transport providers, tour operators, hoteliers, accommodation providers, activity & entertainment providers, meal providers, car rental providers, travel insurance providers, ancillary products and services, and the like as "Service Providers" in these Terms. When we create bookings for you, we are doing so as your agent, so the contract for those services is directly between you and the Service Provider. We have no control over the facilities or services themselves, and all bookings are therefore made subject to the Service Provider's own terms and conditions, including conditions of carriage and limitations of liability and you must check these carefully. Your legal rights in connection with the provision of travel services are against the specific Service Provider and not Our World Ltd. We are not liable to you for loss of any kind (including but not limited to injury, illness, medical event, death, etc.) which arises from the act, behaviour, operations, omission, default or insolvency on the part of a Service Provider. Your legal recourse is against the specific Service Provider and not Our World Ltd. We are also not responsible for the content of any material or promotion supplied by or derived from Service Providers and shall not be liable for any direct or indirect loss or damage of any type suffered by you (or any other party) from accessing, using, relying on or trading with such Service Providers.

2.4 **Supply of Travel by Service Providers.** All facilities or services described by us are subject to availability from the Service Provider. Where for any reason, a Service Provider is unable to provide particular facilities or services at any stage of the booking and/or travelling process, then that Service Provider 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; or subject to the Service Providers sole discretion, to hold any funds paid or due to be paid to them in credit for future use, subject to the Service Providers own terms & conditions. Please check your contract with each Service Provider, generally available on their websites.

2.5 **Additional Cruise Line Service Provider Terms & Conditions.** Should you be purchasing a cruise, please refer to the additional Cruise Line documentation which will contain special and additional terms and conditions supplied by the respective Cruise Line Service Provider we are booking on your behalf. These additional terms and conditions which include but are not limited to, payment requirements, amendments, deferrals, cancellations for any reason, and health requirements, etc., are generally available on the Cruise Line's website. If you are unsure, or would like us to provide this additional information, please do not hesitate to discuss this and any questions you may have, with your Travel Advisor.

3. PASSPORT, VISA AND ENTRY REQUIREMENTS

3.1 **Prior to Requesting that we Create Your Bookings.** If you wish, please forward a copy of the photo page of all travellers' passports prior to requesting us to create bookings on your behalf, so that we can ensure that we spell all travellers' names correctly. Please note that it is your responsibility to ensure that all documentation matches the passport for each traveller on the booking. Any charges or cancellations associated with errors will be borne by you.

3.2 **Passport Requirements.** Many countries require your passport to be valid for at least 6 months or more, beyond the expected date that you return, and for most countries you must have a machine-readable passport. Your passport must be in good condition, if it is damaged or excessively worn it may not be valid.

3.3 **Visa Requirements and Visa Waivers.** Visas are required for many countries and must be obtained prior to arrival into that country. Criminal convictions and previous contagious diseases may affect your entry into certain countries. Visas can take varying times to obtain and while for a fee we can assist with obtaining visas, it is your responsibility to apply for visas in time prior to travelling. An electronic visa waiver program is in place for the United States of America and Canada on dedicated websites. These must be obtained by every traveller on the booking and these waivers can expire. It is your responsibility to make sure you have a current visa waiver (if applicable).

3.4 **Re-entry Visa.** If you wish, please send us a copy of your New Zealand re-entry visa if you are not travelling on a New Zealand or Australian passport. It is however, your responsibility if you and anyone in your booking are travelling on other than New Zealand or Australian passport/s, to ensure you/they have the correct & current New Zealand re-entry visa/s in place.

3.5 **Pandemic, Epidemic Measures.** Pandemic or epidemic conditions (e.g. such as those related to Covid) in countries that you are travelling to, from or through, must be checked by you, including those which restrict your return to New Zealand. We are not responsible should your travel be refused, interrupted, changed or delayed, or cancelled because of epidemic or pandemic measures.

3.6 **General Travel Documentation.** You are responsible for obtaining all passport, visa and health information and all correct and necessary documentation for each passport holder travelling on the booking. We can assist you to obtain such information on request, however the final responsibility for obtaining the necessary information and complying with any of these requirements remains with you. When assisting with international travel bookings, we will assume unless advised otherwise, that all travellers on your booking/s have a valid New Zealand passport.

4. OTHER TRAVEL REQUIREMENTS

4.1 **Inoculation Requirements.** Some countries may require valid inoculation certificates to enter or transit the country and it is your responsibility to obtain such validation and/or certificates.

4.2 **Mileage and Loyalty.** Prior to requesting that we create bookings on your behalf, please provide us with all applicable airline mileage and loyalty schemes that you or any person on your booking belong to so these may be added to your reservations. Please note that some reservations may not be eligible for rewards or points under mileage and loyalty schemes. We reserve the right to charge a fee for mileage and loyalty scheme verification of travel already completed.

4.3 **Credits, Vouchers and Loyalty Points.** If you plan on using airline or other credits, vouchers or loyalty points to pay for your booking, please make sure you let us know at the time of quoting and/or booking, and well before their expiry date. We are not responsible should your credits, vouchers or points expire before they can be used.

4.4 **Baggage.** Prior to requesting that we create bookings on your behalf, please check that the baggage requirements of the relevant Service Provider are sufficient, as baggage allowances can differ between Service Providers, particularly for things like sports equipment (golf clubs, skis, bicycles, etc.) or when your travel or transfer is using smaller aircraft or helicopters.

4.5 **Travel Advisory.** We recommend that you check any travel and health warnings prior to requesting that we create bookings on your behalf. We recommend that you check and register with the New Zealand Government Office advice for New Zealanders available at: www.safetravel.govt.nz

4.6 **Travel Insurance.** We strongly recommend you take out a comprehensive travel insurance policy at the same time of making your travel booking with us. These policies may, under certain circumstances and subject to the policy conditions, cover such things as amendment, deferment, and cancellation fees, baggage, personal liability, and accident and medical cover. We do offer very competitive travel insurance policies however under the Fair Insurance Code 2020, we are not registered to provide you with advice or recommendations. Please note that if you purchase a travel insurance policy through us, we may receive a commission from the insurance Service Provider for this. If you do not take out travel insurance that is at your risk.

5. PRICING AND AVAILABILITY

5.1 **Pricing.** Unless otherwise stated, all prices are in New Zealand Dollars on a per person basis and are usually inclusive of all pre-payable taxes including goods and services tax (if applicable), airport taxes, fuel surcharges and insurance levies, which are subject to change without notice. All prices can be withdrawn or varied without notice, and are for payment by cash, direct deposit and online Eftpos. Credit card prices are on application and are only accepted by us on the basis that you agree that you will not seek to charge back your payment to Our World Ltd. Unless otherwise advised by your Travel Advisor, prices quoted are based on dynamic pricing and can change at any time without warning, and we will make every attempt to secure the best price for you however in some cases this may require immediate payment and issuance of your travel documents. Events beyond our control, such as currency fluctuations, fuel surcharges, or changes to the cost of services and facilities may result in the prices charged to you increasing. If for any reason price increases or variation of terms are notified to us between the time of quoting and booking to the time of your departure, or the date of the first service organised by us, we reserve the right to vary the price to you up to the time of your departure. Prices do not include any items of a personal nature such as alcoholic beverages, gratuities, meals, your home port transport, etc.

5.2 **Availability.** All prices are subject to availability. We are reliant on information supplied to us by Service Providers and other third parties. Therefore, prices and availability may change after prices are offered to you and before you request that we create bookings on your behalf.

5.3 **Specials.** Specials are generally available for a limited and / or fixed time. You must check with us whether a special displayed on our website and/or quoted to you is still available. There may be particular terms and conditions that apply to specials. You must contact us to determine whether any particular terms and conditions apply or have changed.

5.4 **Travel Package Costs.** Unless otherwise specified, the cost of meals, drinks, laundry, telephone calls, travel insurance, sightseeing tours, local taxes, airport departure taxes, aviation insurance levies, passport and/or visa application fees, vaccinations & health services, are not included. Included in your travel package are charges for normal booking procedure costs, communication & technology costs, staffing costs, administration, financial, and support costs, research, printing, etc. The individual services, components, and arrangements included and contained in your travel package constitute a total travel package and as such an itemisation of costs will not be rendered.

5.5 **Errors.** Every effort is made to ensure that all information and prices are complete and accurate but errors may occur from time to time. We reserve the right to correct any errors or omissions, and any bookings based on an incorrect price will not be valid and therefore will not be honoured. You will be advised of any such error at the earliest opportunity, and you will then have the option to pay the correct price or cancel your booking and receive a full refund of any monies already paid by you. The new and corrected price offered to you will then be the price applicable to your bookings.

6. BOOKING AND PAYMENT CONDITIONS

6.1 **Bookings.** No booking instruction from you will be binding on us until we have accepted it and confirmed this to you.

6.2 **Deposit.** We require a non-refundable Booking Management deposit to confirm your acceptance of these Terms. Once you have paid this deposit, we will create the bookings we have agreed to make on your behalf. Our Booking Management deposit is non-refundable for any reason and will be used as part payment of the price of the bookings that we create for you. The deposit amount may vary depending on the requirements of each Service Provider, their own terms and conditions, the complexity of the booking, and the time and costs we incur making your booking.

6.3 **Further Payments.** Payments for the balance of your bookings as set out in our advice to you, must be made when due. Failure to do so may result in cancellation of your bookings by us or a Service Provider and no compensation will be payable. Cancellation fees may also be charged by Service Providers and Our World Ltd in accordance with these Terms. Travel documents will not be issued until full payment in cleared funds is received by Our World Ltd.

6.4 **Documentation.** Once we have received payment in full from you, tickets and documentation will be finalised and requested from the Service Provider. Delivery of these tickets and documentation to you is dependent on each Service Provider.

6.5 **Ticketing.** It is your responsibility to comply with each Service Provider's ticketing and other terms and conditions. We strongly recommend that you check these details with the Service Provider prior to travel.

6.6 **Special Requests.** Special requests will be passed on to the Service Provider but can never be guaranteed. You should advise us of any special request as soon as possible prior to your departure.

6.7 **Urgent Confirmation.** If you require urgent confirmation of your bookings and we incur costs in obtaining that confirmation, those costs may be passed on to you.

6.8 **Alterations by Service Providers.** We do not take responsibility for any change of departure time, booking number or other alterations made by Service Providers, including airlines.

6.9 **Amendments, Deferments, and Cancellations.** Your ability to amend, defer and/or cancel your booking/s is dependent on the terms and conditions applied by each Service Provider. Cancelled, amended or deferred bookings, regardless of who causes or instigates the booking amendment, deferment, or cancellation, may incur Service Provider fees, which can be up to 100% of the cost of the booking, regardless of whether travel has commenced, and especially if tickets need to be re-issued or bookings re-documented, or converted to future credits. Where we incur any liability for a Service Provider's amendment or cancellation fee for any booking which is changed, deferred, placed in credit, or cancelled, you agree to indemnify us for the amount of that fee. We also reserve the right to charge our own fees for any amendments, deferments, credit management, or cancellations, to cover commissions or other revenue forgone by us as a result of amendment, deferment, conversion to credit, or cancellation, up to a maximum of your Booking Management deposit amount.

6.10 **Name Changes and Corrections.** Service Providers generally view name changes and corrections as an amendment or a cancellation depending on the level of correction and subject to each Service Providers' booking terms and conditions, therefore any changes or corrections are subject to the Service Providers' approval and you will be liable for any fees they may charge to change or correct your booking, in addition to an Our World amendment or correction fee.

6.11 **Refunds.** Refunds will depend on the terms and conditions of each Service Provider. Where you seek and we are able to secure you a refund or part-refund for a cancelled booking for which payment has been made by you to us and/or the Service Provider, we will not provide a refund to you until we receive refund approval and cleared funds from that specific Service Provider. As this will often involve foreign currency conversion via financial institutions, any refund to you will be subject to any currency fluctuation losses between the Foreign Exchange rate used when the Service Provider has been paid with your funds, and the Foreign Exchange rate applied when any funds are refunded back to us, along with any bank or conversion fees charged in the return of your funds. If, of your own choice, or if for reasons outside of your and our control, you decide or you are not able to use part or parts of the booked and confirmed Service Providers services or facilities, you may not be entitled to a refund. Please note Service Provider refund processing times vary and may take many months and Service Providers also often deduct administration fees on their refunds, in addition to an Our World refund administration and processing fee.

6.12 **Chargeback Indemnity.** Please note that payment by credit card will only be accepted by us on the basis that you agree that you will not seek to charge back your payment to Our World Ltd. Where a booking is cancelled and you are entitled to a charge back to us on your credit card, and where we have already paid the sum being charged back, as your agent, to a Service Provider, you will indemnify us as your agent if we cannot recover that charge back amount from the Service Provider within 7 days. We may separately charge the same credit card for this indemnity payment. Where possible we will assist you to try to recover the amount directly from the Service Provider. To avoid the need for chargebacks, we strongly recommend that you make fully refundable bookings where the option is available.

6.13 **Service Fee.** On occasions where we are unable to be remunerated by a commensurate commission (or similar) from a Service Provider, we reserve the right to charge you a service fee for creating bookings on your behalf.

7. DISCLAIMERS, LIABILITY AND YOUR INDEMNITY

7.1 **Individual Experience.** We will endeavour to provide the most suitable travel arrangements to meet the particular requirements you make known to us. However, travel is an individual experience and opinions and preferences may differ and we cannot take responsibility if this aspect of your booking does not meet your expectation.

7.2 **Force Majeure.** We are not liable to you for any change, delay, deferment, suspension, cancellation, or refund of any of your booking/s or components of your booking/s that results from an event or situation beyond our or a Service Provider's reasonable control such as fire, flood, earthquake, weather events & disruptions, or other act of God, war or other conflict (declared or not), hostilities, equipment & infrastructure failure, acts of terrorism including hijacking, electronic interference, cyber-attack, epidemic or pandemics, acts of Governments or Authorities (whether legitimate or not) including but not limited to lockdowns, closed borders, quarantines, travel restrictions, and medical, health, customs, immigration, and emigration regulations, civil disturbances, strikes, lockouts, riots, labour shortages, or failure, liquidation, bankruptcy of a Service Provider.

7.3 **Disclaimers.** To the extent permitted by law, we (including our officers, directors, employees or agents) shall not be liable for any loss or damage in contract, tort or otherwise (including direct, indirect, consequential or other) which may arise as a result, directly or indirectly from the provision of our services or these Terms unless we have directly caused it through our negligence or a breach of your booking instructions that we have accepted. Our World will not be held responsible or liable for any costs incurred as a result of decisions made without prior written approval from Our World Ltd. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, our liability is limited to remedies required under applicable law (including the Consumer Guarantees Act 1993).

7.4 **Business Purposes.** You agree that where our services are acquired for business purposes, or where you hold yourself out as acquiring our services for business purposes, the Consumer Guarantees Act 1993 will not apply to any supply of goods or services made under these conditions, and we will not be liable or responsible for any loss or damage of any kind to you, including any consequential loss or damage however it may be caused.

7.5 **Information.** While we have exercised reasonable care and skill to ensure that we have provided information that is correct, accurate, and as up-to-date as possible at the time, please note that this information is supplied to us by the Service Providers. We do not have, and cannot be reasonably expected to have, personal knowledge about all the facilities or services provided by each Service Provider. Facilities or services regularly change and we endeavour to keep you informed of any changes to information, facilities, or services that are brought to our attention. All maps, illustrations, images, photographs, etc., are for indicative purposes only and may not necessarily reflect actual places or positioning.

7.6 **Your rights.** Nothing in these Terms is intended to limit any rights you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

7.7 **Indemnity.** You indemnify, and hold us, and our officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, any tax, legal and/or accounting fees, arising out of or in connection with your access to our services or your violation of these Terms.

8. GENERAL

8.1 **Privacy.** We understand and respect the importance of your privacy and we are committed to protecting your privacy in accordance with the Privacy Act 2020. Please also read our privacy policy at www.ourworld.travel/privacy as it will apply to all information you provide to us.

8.2 **Contact us.** If you have questions, concerns, complaints in relation to these Terms please email Info@ourworld.travel

8.3 **Severability.** If any provision or part-provision of these Terms is or becomes void, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be severable and deemed to be deleted, and will not affect the validity, legality or enforceability of the remaining provisions.

8.4 **Assignment.** We may assign or transfer these Terms, at our sole discretion, without restriction.

8.5 **Jurisdiction.** These Terms are to be governed by and construed in accordance with New Zealand law. You agree to submit to the exclusive jurisdiction of the courts of New Zealand with respect to any claim or matter arising out of or in connection with these Terms or their termination.

9. DECLARATIONS

9.1 **Declarations.** On behalf of the people stated in the bookings and the person making payment for the bookings, you confirm, by using our services and having us create bookings on your behalf, that:

9.1.1 you have read, understood and accepted these Terms, including these declarations.

In particular you understand:

- a) If bookings that we have paid for on your behalf are cancelled and we cannot recover the payment from the Service Provider, if you initiate a charge back via a credit card company, we will be entitled to recover that payment directly from you;
- b) If you do not pay on time, your bookings may be cancelled by us and/or the Service Provider and no compensation will be payable; and
- c) Changes, Deferments, or Cancellations at any time by you and/or for any reasons outside of our control, may incur costs including cancellation fees up to 100% of the cost of your booking/s; and

9.1.2 we have recommended that you purchase travel insurance, and you have either purchased a travel insurance policy through us or you have chosen to make your own insurance arrangements.