



# TERMS & CONDITIONS

Please read these terms and conditions carefully as they incorporate the basis upon which bookings are accepted by World Journeys Limited (*World Journeys, we or us*).

## **Validity**

This website is valid from 1 September 2022 to 31 December 2023 except where noted. While World Journeys have exercised reasonable care and skill to ensure that the contents of this website are correct, accurate, and up-to-date, please note that: the contents are based on information supplied to us by third party suppliers and we cannot be expected to have personal knowledge of the current conditions of accommodation, facilities, and services provided by each supplier; facilities and/or services may change after the publishing date.

## **Quotes**

Any quotes provided by World Journeys are valid for 7 days from the date of quotation. All prices are subject to change until final payment has been received due to currency fluctuation or other factors outside our control. Please check [www.mfat.govt.nz](http://www.mfat.govt.nz) for current Department of Foreign Affairs travel advice. While we are happy to assist you, it is your responsibility to check all health, vaccination, passport and visa requirements for each country you intend to visit.

## **Service Fees**

World Journeys reserve the right to charge a \$150 per person consultation fee in order to prepare a quotation. Your request will be given priority treatment by our team of experts who are specialists in their field and you will be presented with a comprehensive quote. Should you then book and confirm arrangements, the \$150 per person consultancy fee becomes a credit towards the cost of your trip.

## **Confirmation of Services**

Your acceptance of a quotation or your booking request does not guarantee actual availability of the requested flights, tours, accommodation, or services until such time as you receive a confirmation invoice from World Journeys.

## **Deposits and Final Payments: Tailor-made Travel**

A non-refundable deposit of 20% of the total invoice is required within 7 days of confirmation of arrangements. If the deposit is not received by this time, we reserve the right to cancel all arrangements without notification. Some tours and cruises require higher deposits and details of such will be advised at time of reservation. Receipt of deposit will be taken as an understanding by us that you have checked your confirmed arrangements and have read and agree to abide by the terms and conditions set forth on this website. Final payment is due 60 days before departure or by the payment deadline stated on the final invoice, whichever is earliest. If the final payment is not received by the company by the due date, we reserve the right to cancel all arrangements without notification. Bookings made within 60 days of departure will only be processed if we hold full payment. We do not accept bookings for travel within 7 days of departure. The name provided in the reservation must match the full name as per passport. Passport must be valid for 6 months after your scheduled return. **Please note:** once arrangements are paid in full the price is set and no further communication over pricing will be entered into.

### **Deposits and Final Payments: Small Group Hosted Journeys**

A non-refundable deposit as shown on the tour package is required within 7 days of our confirmation of your option. If the deposit is not received by this time, we reserve the right to cancel all arrangements without notification. Receipt of deposit will be taken as an understanding by us that you have checked your confirmed arrangements and have read and agree to abide by the terms and conditions set forth on this website. Final payment is due between 60 and 90 days before departure and is stated under the 'Booking Conditions' of each tour. If we do not receive the final payment by the due date, we reserve the right to cancel all arrangements without notification. Bookings made within 60 days of departure will only be processed if we hold full payment. We do not accept bookings for travel within 5 days of departure. Please note that your place will not be confirmed until a copy of your passport and the deposit has been received. The name provided in the reservation must match the full name as per passport. Passport must be valid for 6 months after your scheduled return.

### **Amendments: Tailor-made Travel**

If you wish to alter your arrangements after your booking is confirmed you must notify us in writing. We will endeavour to make the amendments you require but due to the additional administrative costs we will charge you \$100 per amendment plus any fees imposed by our supplier. Amendments within 60 days of departure are subject to full cancellation fees.

### **Amendments: Small Group Hosted Journeys**

If you wish to alter your arrangements after your booking is confirmed you must notify us in writing. We will endeavour to make the amendments you require but due to the additional administrative costs we will charge you \$500 per amendment plus any fees imposed by our suppliers. Amendments made within 60 days of departure are subject to full cancellation fees.

### **Cancellations and Refunds**

We strongly recommend travel insurance and it is the traveller's responsibility to ensure they have read and understood their travel insurance policy cover and any exceptions or exclusions contained therein.

Cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking regardless of whether travel has commenced. As a minimum, our cancellation charges are 20% of the total booking value, plus any applicable supplier fees or penalties. The amount of each supplier's cancellation fees or penalties is beyond our control and payment is solely your responsibility. To the extent permitted by law, no refund is available for cancellations after the holiday package has commenced or in respect of any tours, accommodation, meals or any other services not utilised.

After payment of the tour deposit or final balance of arrangements to World Journeys, in the event of an advice being posted on the NZ Government Safe Travel website [www.safetravel.govt.nz](http://www.safetravel.govt.nz) declaring 'Do Not Travel' to any country in the itinerary, World Journeys reserves the right to cancel some or all of the travel arrangements included as part of the entire itinerary. In this event, we will attempt to recover as much refund as possible on behalf of the traveller for unused services resulting from the cancellation, but will not be liable for any unrecoverable costs or fees charged by any supplier. The traveller will need to submit a claim to their travel insurance company for any unrecoverable costs or fees and any decision over compensation of these costs or fees will be between the traveller and their travel insurance company. It is the traveller's responsibility to read and understand their travel insurance policy prior to payment to World Journeys for any arrangements.

Requests for refunds must be received no later than 30 days after the last service booked with World Journeys. Where air tickets are purchased from World Journeys, cancellation fees will be applied by the airline and refunds, if any, will not be made until the airline has refunded World Journeys.

### **Regarding Small Group Hosted Journeys**

Any cancellations must be received in writing and will be assessed based on the date received in our office. Cancellation fees are levied as follows:

More than 60 days before departure – loss of deposit

From 60-31 days before departure – 50%

Less than 30 days before departure – 100%

Where air tickets are included and purchased from World Journeys, cancellation fees will also be applied by the airline and refunds, if any, will not be made until the airline has refunded World Journeys.

Due to supplier restrictions, cancellation terms for some tours will vary from the above. Your option and confirmation letter contains the terms for your specific tour and signing the booking form will be taken as an understanding by us that you have read and agree to abide by the terms and conditions set forth within those letters.

### **Unavoidable Extraordinary Circumstances (Force Majeure)**

We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss, injury, death, inconvenience or damage as a result of circumstances amounting to 'force majeure'. In these terms and conditions 'force majeure' means any event or circumstances which we or the supplier of the services in question could not foresee or avoid. Such events and circumstances may include, whether actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or governing authority, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity, industrial action, natural or nuclear activity, epidemics/pandemics, adverse weather conditions, fire and all similar events outside our control.

### **Prices, Taxes and Currency Fluctuations**

World Journeys guarantees the price of your arrangements once you have paid us in full. Prices on this website are based on costs and exchange rates as at 1 September 2022 – should these change it may be necessary to reprice your holiday package. If a booking falls over two different rate periods, the rate will change and we reserve the right to re-quote. Please check with World Journeys before placing your reservation to ascertain if there have been any pricing changes. The price quoted for a package will be a total figure and no breakdown of component costs can be provided. Taxes or levies imposed by government bodies or their agencies are beyond our control. Prices shown are for payment by cash or debit card only. Prices are in New Zealand Dollars (unless stated otherwise).

### **Credit Card Transactions**

We accept certain credit cards by special arrangement – contact World Journeys for more details. A service fee will apply. If you pay by credit card and a service provider is unable to provide the services which we have contracted for you, you agree that your remedy lies against that provider and not World Journeys. In the event that payment has been made to World Journeys by credit card, you agree that you will not seek to dispute the World Journeys charge with your credit card company.

### **Not Included in Tour Cost**

Tailor-made Travel: Airfares (unless specified), airport taxes, ticketable taxes and surcharges, visas, insurance, excess baggage, optional activities, shore excursions, gratuities/tipping (unless stated otherwise) and items of a personal nature.

Small Group Hosted Journeys: Visas, insurance, excess baggage, optional activities, shore excursions and items of a personal nature.

### **Holiday Variation**

If unforeseen circumstances beyond our control require us to make necessary changes to your holiday, we reserve the right to cancel or reschedule/defer departures and itineraries. When it is necessary to change a hotel, the company reserves the right to substitute accommodation of at least a similar

standard. Travel dates and transit points are based on airline schedules available at the time of publishing. These may change at any stage which may alter the itinerary and require amending flights and/or cities. Cruise lines reserve the right to change ports of call at any time including during the cruise itself. World Journeys is not liable for any additional costs incurred in any changes beyond our control.

#### **Tour Hosts: Small Group Hosted Journeys**

World Journeys reserves the right to change tour hosts should it be deemed necessary.

#### **Accommodation**

All accommodation detailed on this website provides a room with ensuite facilities unless otherwise stated. Accommodation descriptions are based on current guides and are subject to change. Accommodation photographs may not be specific to the actual hotel room occupied.

#### **Meals**

Meals shown on cruises indicate the meals included in your tour fare. If you are travelling on a cruise and are on-shore during a meal that is provided on the ship, then that meal will not be included and no refund or substitution will be applicable.

#### **Maps**

Maps used on our website are for illustration purposes only and may not be to scale.

#### **Insurance**

It is a condition of booking one of our Small Group Hosted Journeys that travellers are adequately insured for the full duration of their holiday. We strongly recommend that travel insurance is purchased at the time of reservation and payment of deposit.

#### **Travel Advice**

While every effort is made to ensure guest safety, World Journeys makes no representation as to the safety, conditions or other issues that may exist at any destination. For travel advice please contact the Ministry of Foreign Affairs and Trade or visit their website at [www.safetravel.govt.nz](http://www.safetravel.govt.nz)

#### **Passports, Visas & Health**

It is your responsibility to have a valid passport and any visas, re-entry permits and/or health regulations which meet the requirements of immigration and other government authorities.

#### **Delivery of Documentation**

World Journeys dispatches documents by courier and/or electronically after full payment has been received and at least two weeks before departure. Bookings made close to departure date may mean documents will be sent within the two week period before departure.

#### **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.

#### **Governing Law**

This agreement is covered by the laws of New Zealand. Any claim or legal action against overseas suppliers is likely to be subject to the terms of our contract with them, and may be governed by the laws of other countries.

#### **Responsibility**

There is no contract between the company and the client until the company has provided a confirmation invoice and the appropriate deposit has been received.

World Journeys accepts bookings subject to the following conditions:

(a) World Journeys acts as a co-ordinator for all persons taking the tour in the making of all arrangements for transport, sightseeing and accommodations none of which are owned, managed, controlled or operated by us.

(b) World Journeys only acts as an agent for the owners, contractors and suppliers of transport and/or other related travel services provided and assume no

responsibility for the loss or damage to property or for injury, illness or death or for any damages or claims however so caused arising directly or indirectly from accidents, loss or damage to person or property, delays, transport failures, strikes, wars, uprisings or acts of God over which we have no control.

(c) World Journeys does not assume responsibility for seat assignments, name changes, schedule or flight changes, cancellations, claims for reimbursement of airline ticket fees, frequent flier accruals or any other loss or expense incurred to you for any reason whatsoever when purchasing or using airline services.

(d) While we will use our best endeavours to operate all tours as advertised, reasonable changes in the itinerary may be made without notice where deemed necessary by us.

(e) The information contained on this website is correct to the best of our knowledge at the time of publication. We however accept no liability for innocent inaccuracies contained herein.

(f) Please note that employees of overseas suppliers are not authorised to make undertakings to our clients in respect of refunds or other matters.

### **Health & Medical Requirements**

It is important for us to know and a condition of accepting your booking that you advise us at the time of booking of any health or medical conditions that could affect your ability to participate in the travel arrangements requested. All World Journeys' small group hosted journeys include a level of walking and all participants must be able to easily walk a minimum of 2km without aid. If you have any concerns over the suitability of the proposed travel arrangements, we recommend that you contact your medical practitioner to discuss the travel to be undertaken. You must advise us in writing at the time of reservation (or subsequently should a new condition be diagnosed):

1. Any physical or mental conditions that may require medical or professional treatment or attention during the journey.
2. Any condition that may render the traveller unfit for travel, or that may require special care or assistance.
3. Any condition that may pose a risk or danger to the guest or anyone else on the journey.
4. Any condition that may require oxygen for medical reasons.
5. Any intention or need to use a wheelchair or other mobility device during the journey.

By booking the journey and paying the deposit, all travellers represent and warrant that they are physically and otherwise fit to travel. Should you have any concerns over your condition(s), you are requested to discuss your condition(s) with us before placing your reservation and paying your deposit.

### **Pandemic/Covid Policy**

Should you test positive for Covid-19 or any other infection declared a pandemic by the World Health Organisation (WHO) while travelling as part of arrangements made through World Journeys, you will be required to follow the government regulations of the country in which you are travelling. You must also advise World Journeys and their local partners as soon as possible in the event you test positive for a pandemic related illness. We encourage anyone with any symptoms of Covid-19 or other pandemic related illness to self-test while travelling, and suggest you carry a supply of your own Rapid Antigen test kits for this purpose. Should you test positive for Covid-19 or other pandemic related illness, you must follow the advice of local government, including self-isolation if required.

If you are a member of a World Journeys Small Group Hosted Journey and test positive for Covid-19 or another WHO designated pandemic infection, for the health and safety of your host and fellow travellers you may be required to complete a period in isolation until you no longer test positive. Any additional costs incurred as a result of isolation would be your own responsibility, including but not limited to, the cost of any additional accommodation, travel, medical costs, or any costs associated with having to return home early or to re-join the tour, and any

incidental expenses. Refunds will not be provided to any traveller who cannot fulfil the entirety of their programme due to Covid-19 or any other WHO designated pandemic illness once the tour has commenced.

Purchasing travel insurance is a mandatory requirement when booking a Small Group Hosted Journey. It is your responsibility to check if your travel insurance policy covers any additional costs you may incur or any refunds for services you miss out on in relation to any WHO pandemic.

**Peace of Mind**

World Journeys are bonded members of the Travel Agents Association of New Zealand (TAANZ) and we hold professional indemnity and liability insurance with AIG in the amount of NZ\$2 million.

**World Journeys Limited**

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PRICES ARE IN NEW ZEALAND DOLLARS (UNLESS STATED OTHERWISE)