

WORLD TRIATHLON PACKAGES BOOKING TERMS AND CONDITIONS

PLEASE READ THESE CONDITIONS CAREFULLY.

BY MAKING A BOOKING WITH US YOU CONFIRM YOUR ACCEPTANCE OF THESE CONDITIONS

1. OUR SERVICES and OBLIGATIONS

1.1. HOT Events a division of House of Travel

Christchurch City Limited ("we") is supplying travel agency services consisting of arranging, booking, and co-ordinating travel facilities and services for Triathlon New Zealand Age Group athletes attending World Triathlon races and selling travel packages for that event ("Packages"). The actual services and products provided, supplied or performed by suppliers of travel, entertainment, and accommodation facilities or services ("Suppliers").

1.2. We undertake to perform our travel agency services described in Clause 1.1 above ("the Services") with reasonable care and skill. We will not however be liable for any loss or damage which results from the act, default or omissions of any person other than ourselves, our employees or agents, or any cause independent of human control. This includes (but is not limited to) loss, or damage which arises directly or indirectly from act of God, weather disruptions, dangers incidental to the sea or air, fire, breakdown in machinery or equipment, acts of Governments or other authorities de jure or de facto, wars whether declared or not, hostilities, civil disturbances, strikes, riots, deaths, acts of terrorism, pilferage, pandemics, quarantines or medical or customs regulations. We strongly recommend you have travel insurance to provide cover for any loss you suffer from any unforeseen eventualities.

1.3. 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 your preferences and opinions may vary from our own. For this reason, we cannot take responsibility for your individual satisfaction.

2. SUPPLY OF TRAVEL, ENTERTAINMENT and ACCOMMODATION, SERVICES and FACILITIES BY SUPPLIERS

2.1. When we make bookings with Suppliers, we are acting as a booking agent for such Supplier and make no representation regarding the quality of their services.

2.2. All travel, entertainment, accommodation and conference facilities or services are supplied directly to you by the Suppliers. We have no control over the Suppliers themselves, or the manner in which they provide their services and products accordingly.

2.3 We will not be liable for any loss or damage of any kind which may arise from your use or consumption of, or inability to use or consume facilities, products, or services provided by a Supplier.

2.4 The provision by Suppliers of their facilities or services is subject to the terms and conditions of your contract with each Supplier. Including any minimum stays that are applicable for accommodation.

2.5 Where for any reason, a Supplier is unable to provide particular facilities or services, then that Supplier 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. We will endeavour to provide full terms of such contracts if required by you.

2.6 All facilities or services described by us are subject to availability from the Supplier.

2.7 We will not be liable or responsible for any loss or damage relating to your baggage, personal possessions, health or welfare, or delays or travel disruptions unless these arise directly from our provision of the Services.

2.8 You agree to indemnify us for any loss or damage we suffer due to any damage or injury caused by your actions.

3. BOOKING and PAYMENT POLICY

3.1 The following payment schedule will be applicable for the Packages booked with us.

3.2 Full payment due within 7 days of booking unless you are informed otherwise by us.

3.3 No travel documents or tickets will be issued by us until payment in full for the Package has been received. We reserve the right to regard any

Package that has not been paid for in full by the due date as a cancellation. Under these circumstances, you will be liable for 100% cancellation charges.

3.4 For Packages booked inside the balance due date, full payment must be made immediately upon the booking being confirmed.

3.5 Payment by credit card incur credit card charges.

4. PACKAGE AMENDMENTS

4.1 If you wish to amend any details of a Package, we will do our best to accommodate your requirements. All costs incurred by us meeting any amendment request. Amendments start from NZ\$100.00 and must be paid within seven days of the date of our invoice.

4.2 You may substitute party members and/or transfer your entire booking to other people (introduced by you), , providing that the following requirements are met: You must notify us in writing of the substitution or transfer not less than 14 days before departure giving us full details of the replacement person(s). The replacement person (s) must comply with all conditions applicable to the arrangements, including acceptance of the booking conditions. The amendment fees and costs incurred charges outlined in clause 4.1 above will be applicable.

4.3 Failure to pay the amendment charges and fees with seven days of the amendment being advised to us will be deemed cancellation of the booking and the cancellation fees set out below shall apply.

5 CANCELLATION

5.1 If you or any of your party needs to cancel their Package, then the first named person on the booking form must advise us in writing as soon as possible. Cancellations charges as outlined below will apply. The cancellation will only be effective from the date that the cancellation is received in writing in our office. Insurance premiums and

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amendment fees are not refundable in the event of your cancellation.

5.2 Cancellation charges will be payable as follows:

100% cancellation fees will apply.

6 ALTERATION OR CANCELLATION BY US

6.1 Every effort will be made to operate the Services as advertised. Regrettably it may sometimes be necessary for us to make alterations to the Package both before and after your booking has been confirmed and we reserve the right in our absolute discretion to do so. We will endeavour not to make any significant changes (as defined in this clause) unless we are able to notify you, no later than 14 days before departure. Significant changes are deemed to be those that we make prior to your departure that involve changing your time of departure or return by more than 12 hours, changing your destination resort or changing your chosen accommodation to one of a lower star rating. Any other change will be treated as a minor change. Minor changes do not entitle you to change or cancel without paying our normal charges. Compensation is not payable in the case of minor changes. If we make a significant change to your trip we will notify you in writing as soon as possible. You may:

6.1.1 Accept the revised arrangements as notified to you, or

6.1.2 Cancel and receive a full refund of all monies paid to us

7 LIABILITY

7.1 Our liability to you is excluded where permitted by statute. Where it cannot be excluded we only accept liability for direct loss and where caused by the negligent acts and/or omissions of our employees, agents, suppliers and sub-contractors whilst acting in the course or scope of their employment with us. In all cases our liability is limited to a maximum of the cost of the relevant package booked.

7.2 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.

8 PRIVACY ACT WAIVER

8.1 You consent to us providing the following Personal Information to our Suppliers for the purpose of us providing the Services, your names and address and passport number or other form of identity; your travel details; and your contact details.

9 SERVICE SATISFACTION

9.1 If you encounter any situation where the service supplied to you does not meet your satisfaction, please take the matter up with the Supplier immediately. Your contract for each service is with the Supplier. If this is not possible, or if you are still dissatisfied, please contact us. We will endeavour to investigate on your behalf and to negotiate with the Supplier to resolve the matter as soon as possible.

10 NON-USE OF SERVICES OR FACILITIES

10.1 If you decide not to use part or parts of the arranged services or facilities, you will not be entitled to a refund from us (provided we carried out our service with reasonable skill

and care) and you may not be entitled to a refund from any Supplier.

11 JURISDICTION

11.1 Your contract is governed by New Zealand law and all disputes are subject to the exclusive jurisdiction of the Courts of New Zealand.

12 FORCE MAJEURE

12.1 If by means of any event of force majeure (which shall include terrorism, pandemic or any cause or event outside the control of the parties) we shall be delayed in, or prevented from performing our obligations, then such delay or non performance shall not be deemed a breach or entitle a damage claim. Our obligations shall be suspended whilst such event of force majeure continues.