

1. Acceptance of Terms and Conditions

You acknowledge having read these Terms and Conditions before requesting a quote/booking. Therefore, any quotation or booking request leads to the agreement and acceptance of the following Terms and Conditions, unconditionally and in their entirety.

2. Definitions

Meaning within these Terms & Conditions:

2.1. Trip (or Travel) - the act of visiting New Zealand from an overseas country.

2.2. Pacific Destinations - an Inbound Tour Operator providing products and travel services in New Zealand to international clients.

2.3. Client (or Traveller) - person(s) travelling to New Zealand, buying one or more New Zealand travel products and services from an Agent or directly from Pacific Destinations.

2.4. Departure Date - date when the traveller boards their departure flight to New Zealand to start their trip.

2.5. Agent - an intermediate purchaser buying of one or more New Zealand travel products and services from Pacific Destinations, on behalf of its client (traveller).

2.6. Supplier - a direct provider of New Zealand travel products and services to Pacific Destinations – ie. hotels, restaurants, tour operators, transfer companies, etc.

2.7. Services - the travel products and services provided to the client in New Zealand.

2.8. Quote - a products and services cost proposal provided by Pacific Destinations to the Agent or Client to meet the Client's travel requirements.

2.9. Booking - the purchase confirmation of the products and services offered in the quote.

2.10. Itinerary - a detailed document provided by Pacific Destinations to the Client with all their travel details, including a summary of all the products and services purchased from Pacific Destinations and its confirmation details.

2.11. Free Individual Traveller (FIT) - a person or group of maximum 9 persons travelling to New Zealand.

2.12. Group - a group of at least 10 persons travelling to New Zealand.

2.14. Tour Series - a pre-organised group with a set itinerary, programmed by Pacific Destinations or the Agent, and guaranteed to depart on pre-determined dates with a minimum and a maximum of participants.

3. Quote and Booking Process

3.1. The Agent must send booking request in writing, with client's full names and specified arrival date into New Zealand. No tour seat is confirmed until a confirmation of secured place is sent to the agent by Pacific Destinations.

3.2. Please note that international and domestic flights are booked directly by the Agent/Client and are not included in the trip, unless otherwise specified.

3.4. For all tour departures of our series, Pacific Destinations will inform the Agent via email of any stop sale.

4. Price

4.1 All services quoted are NETT in New Zealand dollars including GST (New Zealand goods and services tax) and are non-commissionable.

4.2. Prices specified in the Booking confirmation cannot be modified prior to the departure date unless otherwise specified in the Amendments section below.

4.3. Unless otherwise specified in the Booking, prices do not include:

- International and Domestic Flights- Airport Taxes
- Passport and Visa Fees
- Vaccination Fees
- Travel Insurance
- Credit Card Payment Fees
- Tips and Personal Expenses (mini-bar, beverages, laundry service, room service, phone calls...)

5. Payment Terms & Process

5.1. Payment conditions

5.1.1. For a Booking confirmed more than 35 days prior to departure, the Agent/Client must pay a deposit of NZ\$250.00 per person within 5 working days of receiving the confirmation to secure the booking.

5.1.2 The Agent/Client must pay the balance of the Travel costs 31 days prior to departure at the latest. Following payment, **the final confirmation and itinerary details will be issued**. If full payment is not received 31 days prior to departure, Pacific Destinations reserves the right to cancel the booking.

5.1.3. For Bookings confirmed less than 35 days prior to departure, Pacific Destinations will require full payment within 5 working days of sending confirmation.

5.1.4. If a specific payment agreement is made between Pacific Destinations and the Agent/Client, the specific agreement will take priority over the above.

5.2. Payment process

5.2.1 Deposit payments are to be made either by credit card (as per link sent in confirmation) or via bank transfer as per details on deposit invoice.

5.2.2 Balance payment can only be made by bank transfer to Pacific Destinations bank account as per details on invoice and available below.

**5.2.3 Our Swift code is WPACNZ2W for NZD/USD/EUR payments
IBAN or A/C Number see below**

PACIFIC DESTINATIONS New Zealand LTD

Westpac New Zealand Ltd

219 Don McKinnon Drive, Albany

Auckland 0632, NEW ZEALAND

A/C No: 031322-0754176-02 for NZD payments

A/C No: BBK117284EUR374001 for EURO payments

A/C No: BBK117284USD374001 for USD Payments

If paying in USD/EUR ensure you use the relevant exchange rate from our website

We accept Inward Westpac bank fees only, all other bank charges including Intermediary Bank charges are for your account

6. Booking Amendments

~~6.1. Modifications by the Supplier~~

6.1.1. In case of force majeure, such as weather conditions threatening the Client's safety, the Suppliers may need to modify the Client's itinerary or cancel the Services, suggesting a suitable alternative if available. Any changes in price or refunds will be at the Supplier's discretion.

6.1.2. The cancellation of the Services by the Supplier equals to a cancellation by Pacific Destinations. Please see the Cancellation Policy below.

6.2. Modifications by the Agent/Client

6.2.4. In case of a change in the Booking price, Pacific Destinations will issue a new invoice for additional charges or a credit note for a reduction in price.

7. Cancellation Policy

~~7.1. Cancellation by Pacific Destinations or its suppliers~~

7.1.1. Pacific Destinations reserves the right to cancel all or some of the Services in the Booking in specific cases such as: failure by the Agent/Client to pay the price of the Booking, force majeure such as unfavourable/dangerous weather conditions, for reasons which endanger the safety of the Client and/or jeopardize the smooth running of the Trip, or if the Supplier is unable to provide the Services due to unforeseen circumstances.

7.1.2. In the event of cancellation by the Supplier before or during the Trip, Pacific Destinations will endeavour to offer similar services to the Client to ensure the smooth running of the Trip

7.1.3. Pacific Destinations New Zealand reserves the right to cancel the Booking if the payment of the full balance is not received within 30 days prior to the Client's departure.

7.2. Cancellation by the Client

7.2.1. The Agent/Client may cancel the Booking under the following conditions:

- More than 31 days prior to departure: Deposits and all payments made are refundable (excluding any domestic airlines tickets purchased which are subject to separate terms and conditions)
- From 30 to 21 days prior to departure: 25% fee charged of the Booking per person participating in the trip
- From 20 to 8 days prior to departure: 50% fee charged of the Booking per person participating in the trip
- 7 days prior to departure: 100% of the Booking fee is charged

In addition to our cancellation fees, all cancellation fees levied by suppliers will be passed on. We highly recommend all passengers to purchase travel insurance.

7.2.2. Any cancellations must be requested via email during trading hours (Monday to Friday 9.00am to 4.00pm New Zealand time),

to the following email addresses: groups@pdnz.co.nz

The day of receipt of the cancellation request will constitute the day of cancellation for the calculation of the cancellation fees. If the cancellation occurs outside trading hours, including New Zealand Public Holiday, the next working day will constitute the day of cancellation for the calculation of the cancellation fees.

7.2.3. In case of a specific agreement between Pacific Destinations and the Agent/Client, the agreement will replace the above conditions.

8. Refunds and Claims

8.1. No refund can be claimed if the Client fails to present the required travel documentation to the New Zealand Authorities on arrival to the country.

8.2. Pacific Destinations cannot be held responsible for delays caused by air, sea or land transportation that would result in the Client being unable to use the Services booked. If the trip is changed due to transport related issues, any resulting costs will remain at the expense of the Client.

8.3. Any Services that have not been used by the Client, or interruption of the Travel by the Client due the Client's fault, will not be refunded whatever the cause.

8.4. Potential complaints about the Trip must be received by Pacific Destinations in writing, within 30 days after the departure of the Client from New Zealand. After this period, Pacific Destinations cannot guarantee it will be able to follow up the complaints with the Suppliers or request any refunds if applicable.

9. Travel Insurance and Documents

9.1. Travel insurance is not included in the services provided by Pacific Destinations. We strongly recommend the Client to purchase comprehensive travel insurance before starting their trip.

9.2. Each Traveller must ensure that their passport (valid for 6+ months after the return date) and travel documentation, including copy of their travel insurance certificate, are in order and that they have obtained the necessary visa and complied with all other requirements for their travel. Pacific Destinations will not be held responsible for them travelling without the correct travel documentation.

10. Suppliers Terms & Conditions

10.1. Pacific Destinations cannot be held responsible for the non-compliance of the Client, or refusal to comply with the Terms & Conditions of the Suppliers during the Travel.

10.2. Pacific Destinations cannot be held responsible for any failure of the Client to exercise parental authority over their children during the Travel.

10.3. Due to the unpredictable economic impact of COVID-19, some services may no longer operate at time of travel. Should this happen, we will do our best to offer similar alternatives.

10.4. In addition, New Zealand authorities may have to put in place health security restrictions due to COVID-19, such as suppliers having to limit the maximum number of passengers per vehicle or during visits.

11. Applicable Law

These Terms & Conditions are subject to the laws of the New Zealand and any disputes will be settled under its jurisdiction.

13. Pacific Destinations Address and Contact Details

Pacific Destinations

1 Cameron Street Takapuna Auckland, New Zealand

Ph +64 9 915 8888

Emergency phone:

Email addresses:groups@pdnz.co.nz

14. Pacific Destinations Bank Account Details

BANK NAME: Westpac