

## BAQUIRAN TRAVEL AND TOURISM LIMITED TERMS AND CONDITIONS

Updated on May 27, 2025

### 1) ABOUT US AND HOW TO CONTACT US

- 2) Baquiran travel and Tourism Limited is a website and mobile application (“Website”) operated by Baquiran travel and Tourism Limited, a limited liability company with its address at 135 Hobson St Auckland New Zealand (“we”, “our” or “us”). We are a global travel agency (New Zealand license no. 9280577 ). To contact us, please telephone our customer service team (for our helpline number, please see <https://www.baquirntravel.com>). You can also use the service chat on our Website.

### 2) ABOUT THESE TERMS

Our Website assists you in gathering travel information and determining the availability of travel products and services. It also allows you to book flight tickets, hotels, train tickets, car rentals, airport transfers and attraction tickets (“Travel Products”) provided by third party suppliers (“Suppliers”). Depending on what country you are booking in, Travel Products may also include ferry and bus tickets, tours, cruises and trips. We also provide customer support services for bookings made on our Website. These terms apply to these booking services. When you book a Travel Product, your booking is also subject to the relevant Supplier’s terms and conditions (for e.g., the airline’s or the hotel’s terms and conditions). It is important that you read these, as they form a separate legal agreement between you and the relevant Supplier. There is more information on this in each of the Travel Product sections below. If there are any inconsistencies between the Supplier’s term and conditions and these terms, these terms apply. Different terms and conditions (such as cancellation and change rights) apply to different Travel Products, these will be made available to you during your booking process and form part of these terms. You should read them carefully before booking. These terms also tell you the rules for using our Website, including the content standards that apply when you upload content to our Website, link to our Website or interact with our Website in any other way. By using our Website and/or completing a booking with us, you confirm that you accept these terms and any relevant Supplier’s terms and conditions, and that you agree to comply with them. We recommend that you read these terms carefully (in particular section 10 on liability) and print a copy for future reference. If there is anything within these terms that you do not understand, please contact us using the details in section 1. If you do not agree to these terms, you must not use our Website or complete a booking with us. You warrant that you have capacity to enter into a legally binding contract (including being at least the required age to have capacity in your country) and that you will only use our Website to make legitimate reservations. If you are booking Travel Products for a number of individuals, the first name you provide will be responsible for (i) providing accurate information on the other individuals, (ii) accepting these terms on their behalf and ensuring that they comply with them, (iii) checking the details in the booking confirmation and contacting us immediately if any of the details are incorrect, and (iv) paying the full price of the booking and any additional charges in relation to the booking. We may amend these terms from time to time. We will note the date that amendments were last made at the top of these terms, and any amendments will take effect upon posting. Every time you wish to use our Website and/or completing a booking with us, please check these terms to ensure you understand the terms that apply at that time. References to this Website are deemed to include derivatives, including but not limited to linked websites and applications, whether accessed by mobile phone, tablet or other device.

### 3) RULES WHEN USING OUR WEBSITE WE MAY MAKE CHANGES TO OUR WEBSITE

We may update and change our Website from time to time to reflect changes to our services, our users’ needs and our business priorities. We will try to give you reasonable notice of any major changes. WE MAY SUSPEND OR WITHDRAW OUR WEBSITE Our Website is made

available free of charge. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. The provision of our Website is reliant on the internet and devices. You fully understand and agree that we will not be liable for any losses suffered by you as a result of our Website not being available due to events, circumstances or causes beyond our reasonable control, including but not limited to internet, system or device instability, computer viruses and hacker attacks. You are responsible for providing the necessary equipment (including but not limited to an appropriate device and internet connection) and ensuring that all persons who access our Website through your internet connection are aware of these terms and other applicable terms and conditions, and that they comply with them.

## **YOUR ACCOUNT DETAILS**

You warrant that all account information supplied by you is true, accurate, current and complete. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. You fully understand and agree that we will not be liable for any losses suffered by you as a result of you failing to treat such information as confidential. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of these terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the contact details in section 1 of these terms. In this situation, if you have saved your payment details to your account, you will also contact your payment account provider in order to reduce any losses that may occur. You agree to cooperate with any necessary anti-fraud or anti-money laundering checks that we may need to conduct. You are responsible for maintaining the security of the information and password associated with your personal Account. If you suspect an unauthorized or fraudulent booking has been made using your Payment Instrument via us, you should contact our Customer Service immediately and we assume no responsibility for such situation.

## **HOW YOU MAY USE MATERIAL ON OUR WEBSITE**

We are the owner or the licensee of all patents, copyright, trade marks, business names and domain names, rights in designs, rights in computer software, database rights and all other intellectual property rights, in each case whether registered or unregistered, in our Website. All such rights are reserved. You may print off copies, and may download extracts, of any page(s) from our Website for your personal use and you may draw the attention of others to content posted on our Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged. You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our Website in breach of these terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control

over the contents of those sites or resources. USER-GENERATED CONTENT IS NOT APPROVED BY US This Website may include information and materials uploaded by other users of the Website, including discussion forums, bulletin boards and review services. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values. We expressly exclude our liability for any loss or damage arising from the use of any interactive area by a user in contravention of our content standards below. If you wish to complain about information and materials uploaded by other users please contact us using the details in section 1 of these terms.

## **PROHIBITED USES**

You may only use our Website for lawful purposes. By way of example, and not as a limitation, you may not use our Website or services: • In any way that breaches any applicable local, national or international law or regulation. • In any way that is unlawful, fraudulent, unauthorised, or abusive, or has any unlawful, fraudulent, unauthorised, or abusive purpose or effect. • For the purpose of harming or attempting to harm minors in any way. • To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards below. • To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam). • To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You also agree: • Not to reproduce, duplicate, copy or re-sell any part of our Website in contravention with these terms. • Not to access without authority, interfere with, damage or disrupt: ➤ any part of our Website; ➤ any equipment or network on which our Website is stored; ➤ any software used in the provision of our Website; or ➤ any equipment or network or software owned or used by any third party. • Not interfere or attempt to interfere with the normal operation of our Website or any activity that is conducted on our Website. • Not to take any action that would result in an unreasonably large data load on our Website's network.

## **CONTENT STANDARDS**

These content standards apply to any and all material which you contribute to our Website ("Contribution"). The content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole. We will determine, at our discretion, whether a Contribution breaches the content standards. A Contribution must: • Be relevant to your own travel (accommodation, restaurant, airlines, transportation, location or general travel experiences). • Be accurate (where it states facts). • Be genuinely held (where it states opinions). • Comply with the law applicable in any country from which it is posted. A Contribution must not: • Be defamatory of any person. • Be obscene, offensive, hateful or inflammatory. • Promote sexually explicit material. • Promote violence. • Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. • Infringe any copyright, database right, trade mark or any other intellectual property right of any other person. • Be likely to deceive any person. • Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence. • Breach any applicable minor protection laws and regulations. • Promote any illegal activity. • Be in contempt of court. • Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety. • Be likely to harass, upset, embarrass, alarm or annoy any other person. • Impersonate any person, or misrepresent your identity or affiliation with any person. • Give the impression that the Contribution emanates from us, if this is not the case. • Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of e.g. only) copyright infringement or computer misuse. • Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement

is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism. • Contain any advertising or promote any services or web links to other sites. • Endanger national security or leak state secrets. We have no obligation to post your Contributions, and we reserve the right in our absolute discretion to determine which Contributions are published on our Website.

#### **RIGHTS YOU ARE GIVING US TO USE MATERIAL YOU UPLOAD**

When you upload or post content to our Website, you grant us a perpetual, worldwide, nonexclusive, irrevocable, royalty-free, transferable licence to use, reproduce, distribute, modify, adapt, publish, translate, prepare derivative works of and display such content with or without attribution to you in connection with the services provided by the Website and across different media without notice, including the use of such content to promote the Website and/or the services. You also grant us the right to take legal action against any infringement of your or our rights in the content. To the extent possible, you expressly waive any and all “moral rights” (including rights of attribution or integrity) that may subsist in your content and agree that you have no objection to the publication, use, modification, deletion or exploitation of your content. For the avoidance of doubt, we reserve the right to remove any content in our sole discretion without notice to you. If you believe that any of the content of our Website breaches your intellectual property rights, please contact us using the details in section 1 of these terms

#### **. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software. You must not misuse our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack.

**RULES ABOUT LINKING TO OUR WEBSITE** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Website in any website that is not owned by you. Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

#### **4) GENERAL BOOKING TERMS (APPLY TO ALL TRAVEL PRODUCTS) DETAILS AND PRICE**

You confirm that all details provided by you when making your booking (such as name, ID details, contact details, payment details and dates) are accurate and complete. If you notify us of any incorrect details provided by you by mistake, we will help you try and change the details on the booking however we cannot guarantee that the Supplier will permit this, in particular where a change could amount to a change in identity. We advertise a large number of Travel Products and we try hard to ensure that the advertised price is always accurate, but sometimes errors do occur. If the error should reasonably have been apparent to you, we reserve the right to cancel the booking or (if agreed by you) change the price. If this happens, we will contact you.

#### **BOOKING PROCESS**

When your booking is complete, you will receive a confirmation email from us. You agree to check the details in the booking confirmation and to contact us immediately if any of the details are incorrect. More information on flight and hotel booking confirmations is in the relevant sections below. We will assign a Baquiran travel and Tourism Limited booking number to your booking. It will help us if you can tell us the Baquiran travel and Tourism Limited booking whenever you contact us about your booking. When using our booking services you shall not:

- Use an invalid bank card or account, or a bank card or account that you are not authorised to use.
- Impersonate any person, or misrepresent your identity or affiliation with any person.
- Violate any laws and regulations or regulatory requirements.

All bookings for Travel Products are subject to availability at the time of booking. We try hard to make sure that our Website is kept up to date, but we do not guarantee that any of the Travel Products on our Website will still be available at the time of booking. We will inform you as soon as possible after you place a booking if, for any reason, the Travel Product you have sought to book with us is not available. We reserve the right to require additional information or verifications to validate or confirm your booking. If you do not provide the requested information or if we find the provided information unsatisfactory, your booking request will be considered incomplete and subsequently cancelled. It is important to note that there is a possibility of a product becoming unavailable during our check, which may result in the booking no longer being available. You acknowledge and agree that we shall not be held liable for any loss or cost in any such circumstances.

## **PAYMENT AND CURRENCY**

When you book a Travel Product, the terms of payment will be made clear to you during the booking process. Some bookings require you to prepay online, some require you to pay at the time of using the Travel Product (for e.g., when you check-in at a hotel). If any sum is not paid in full in accordance with the terms of your booking, we may cancel your booking immediately. This includes situations where a user pattern or a booking shows signs of fraud, or where the payment instrument may not be charged for any reason. Exchange rates are calculated in real time. When you prepay online, you will pay the exact amount shown on the payment page. However, if you are paying in a different currency, the provider of the account you pay with may use an alternative currency rate which you are responsible for confirming. Your account provider may also charge you a fee for international payments. You acknowledge that when you pay at the time of using the Travel Product (for e.g., when you check-in at a hotel) the exchange rate may have changed between the time of booking and the time of payment. If you encounter a problem when you submit your payment, please do not submit the payment again. You can confirm whether your booking was successfully made by contacting us using the details in section 1 of these terms. Any refunds will be paid back to the original payment method, unless we agree otherwise. The date that any refund will be paid into your account is subject to the provider of your account. We take the security of your personal and payment information seriously and have robust measures in place to ensure that your details are kept safe.

## **TRAVEL PREPARATIONS**

It is your responsibility to ensure that you have appropriate insurance and the required travel documents for your trip. This includes (but is not limited to) your passport/national ID card, visas, and medical documents (such as proof of vaccinations). By offering Travel Products to or in a particular destination, we are not advising or confirming that you can travel to and/or around that destination without risk. You are responsible for checking for any travel warnings or restrictions in the destination you are travelling to and/or around, both before you book and before you travel. It is your responsibility to ensure that you obtain any vaccinations required for your trip, and to follow any medical advice you have received.

## **5) FLIGHT TERMS AIRLINE'S TERMS AND CONDITIONS**

As highlighted under “About these terms”, your booking is also subject to the relevant Supplier’s (in this case the airline’s) terms and conditions. These can generally be found on the airline’s own website. If there are any inconsistencies between these terms and the airline’s terms and conditions, for e.g. where you have selected a cheaper flight ticket that cannot be changed or refunded, these terms will apply. If you have any questions on the terms and conditions that apply to your flight ticket (for e.g. on the change/cancellation/baggage allowance rules), you can contact us directly (using the details in section 1 of these terms) as part of our customer support services.

**BOOKING PROCESS** Once payment is confirmed, you will receive a "Flight Payment Successful" email from us. You agree to check the details in the email and to inform us immediately if any of the details are incorrect. We shall use reasonable endeavors to issue your flight ticket within the time frame we notified you of during your booking process, and as set out in the "Flight Payment Successful" email. If your flight ticket is not issued within this time frame, please contact us using the details in section 1 of these terms. When your flight ticket is issued, you will receive a "Flight Booking Confirmed" email from us, which will also include your travel itinerary and an e-receipt. When you have selected a cheaper flight ticket, it might take a little longer for your flight ticket to be issued. This will be communicated to you during your booking process, and will be shown on the product details page. Also, when you book a flight ticket within the 3 days before the flight is scheduled to depart, your ticket will be issued within 72 hours before departure, and we will also highlight this to you during your booking process. Your flight ticket will be in the form of an e-ticket, which you can use for check-in. We will assign a Baquiran travel and Tourism Limited booking number to your booking and tell you what it is in your "Flight Payment Successful" email. It will help us if you can tell us the Baquiran travel and Tourism Limited booking number whenever you contact us about your booking. When your flight ticket is issued, we will also provide you with the airline's booking reference (or similar) in the "Flight Booking Confirmed" email. If your "Flight Booking Confirmed" email does not contain this information, please contact us using the details in section 1 of these terms.

#### **CHANGING OR CANCELLING YOUR BOOKING**

We will have provided you with information on your rights to change or cancel your flight ticket (and any associated fees) during your booking process; you may have selected a cheaper flight ticket that cannot be changed or refunded. This information forms part of these terms and should be read carefully before finalizing your booking. You can also find this information via a link in your “Flight Booking Confirmed” email or by logging in to your account on our Website and viewing your booking details. If you are unsure whether your flight ticket permits changes and/or refunds for cancellation, please contact us using the details in section 1 of these terms. Where your flight ticket permits changes and/or refunds for cancellation, you can request this in the booking details section when you log in to your account on our Website or by contacting us using the details in section 1 of these terms. If you do not have a Baquiran travel and Tourism Limited account, you can view your booking details and (where permitted) make a request to change or get a refund for your flight ticket on our Website using the email address you booked with. When your flight ticket permits changes, the flights that you can change to may be limited by the airline or the third party flight ticket provider, and so all of the options on our Website may not be available to you. We will provide you with information on the available options when we receive your request to change your flight ticket. If your flight ticket is changed or cancelled by the relevant airline, generally that airline’s terms and conditions will apply. Please contact us directly (using the details in section 1 of these terms) and we will help as part of our customer support services.

#### **IMPORTANT FLIGHT INFORMATION**

Where possible we will provide you with information on: • check-in and boarding times; • seat selection; • baggage allowances and restrictions; and • whether it is possible to book infant/child tickets online, applicable to your flight ticket during your booking process,

however you should always check the relevant airline's website for details. For information on: • suitability of passengers for flying (for e.g., elderly, pregnant or infant passengers); • rules on passengers carrying lithium batteries, dangerous goods and liquids; and • applications for special meals and/or services before your journey, you should check the relevant airline's website for details, as different airlines may have different policies or rules. If you would like to order special meals and/or services via us, please contact us using the details in section 1 of these terms. You can also contact us if you have any questions on how to book infant/child tickets. It is your responsibility to ensure that you allow sufficient time for check-in, passport control and security checks after you arrive at the relevant airport terminal. You should prepare the required travel documents for your trip (such as your passport/national ID card and visas) before travelling. Please be aware that your flight tickets must be used in the sequence set out in your travel itinerary, otherwise the relevant airline may not allow you to check-in or board the plane. For e.g., if you do not use your outbound flight ticket, the airline may not allow you to use your return flight ticket. You should check the relevant airline's website for details, as different airlines may have different policies or rules.

### **SELF-TRANSFER PACKAGE**

If your flight ticket includes our "Self-transfer Package", the terms and conditions set out in our Self-transfer Guarantee also apply to your flight ticket. By booking a flight ticket that includes our "Self-transfer Package", you agree to comply with those terms and conditions. It is important that you read them carefully as they tell you what the guarantee covers and what you need to do to benefit from the guarantee.

Before booking a flight ticket that includes our "Self-transfer Package", you must ensure that you are comfortable that the time provided to transfer/make your connecting flight is sufficient for your individual needs. If you are unsure whether your flight ticket includes our "Self-transfer Package", please contact us using the details in section 1 of these terms.

6) HOTEL TERMS HOTEL'S TERMS AND CONDITIONS As highlighted under "About these terms", your booking is also subject to the relevant Supplier's (in this case the hotel you are staying in) terms. These can generally be found on the hotel's own website. If there are any inconsistencies between these terms and the hotel's terms and conditions, for e.g. where you have selected a cheaper room that cannot be changed or refunded, these terms will apply. If you have any questions on the terms and conditions that apply to your hotel booking, you can contact us directly (using the details in section 1 of these terms) as part of our customer support services.

### **BOOKING PROCESS**

We shall use reasonable endeavors to issue your hotel booking confirmation within the time frame we notified you of during your booking process. If your hotel booking confirmation is not issued within this time frame, please contact us using the details in section 1 of these terms. For many of our rooms, confirmation is instant. As soon as your booking is confirmed, we will email you to notify you of this and from this point onwards, your room is guaranteed. If we are unable to confirm your booking, we will provide you with a full refund. If, after your hotel booking has been confirmed, you contact the hotel directly and they cannot locate your booking, please do not worry. Your booking is still guaranteed; the hotel may not have your personal information until closer to the booking date. If you have any concerns, please contact us using the details in section 1 of these terms.

### **CHANGING, CANCELLING OR UPGRADING YOUR BOOKING**

We will have provided you with information on your rights to change or cancel your hotel booking (and any associated fees) during your booking process; you may have selected a cheaper room that cannot be changed or refunded. This information forms part of these terms and should be read carefully before finalizing your booking. If you are unsure whether your hotel booking permits changes and/or refunds for

cancellation, please contact us using the details in section 1 of these terms. When your hotel booking permits changes, the hotel and/or rooms that you can change to may be limited by the hotel or the third party hotel inventory supplier, and so all of the options on our Website and/or alternative rooms at that hotel may not be available to you. We will provide you with information on the available options when we receive your request to change your hotel booking. If your booking is changed or cancelled by the relevant hotel, generally that hotel's terms and conditions will apply. Please contact us directly (using the details in section 1 of these terms) and we will help as part of our customer support services.

## **HOTEL RATINGS**

Our guest ratings are based on verified reviews from users. Our star ratings are based on a combination of information, such as ratings provided directly by the hotels (including, where applicable, their star rating based on the standards in the country they are based), amenities, photos, guest reviews and price. This is to give you the best indication of the standard of the hotel. However, you acknowledge and agree that the star rating is an indication only, standards vary between countries and you are responsible for reviewing all of the information provided on the hotel on our Website, to ensure that you are happy with the standard of the hotel before booking.

## **CHANGING, CANCELLING OR UPGRADING YOUR TICKET**

Please check the relevant rail operator's terms for information on your rights to change or cancel your ticket. Note that we may also have provided you with some information on your rights during your booking process, this information forms part of these terms. If your booking is changed or cancelled by the relevant rail operator, generally that rail operator's terms and conditions will apply. Please contact us directly (using the details in section 1 of these terms) and we will help as part of our customer support services.

**SPLIT TICKETS (UK ONLY) IF YOU HAVE BOOKED A SPLIT TICKET FOR YOUR JOURNEY, YOU WILL HAVE MORE THAN ONE TICKET FOR YOUR JOURNEY. ANY ADMINISTRATION FEES CHARGED BY THE RELEVANT RAIL OPERATOR TO CHANGE OR CANCEL A TICKET WILL APPLY TO EACH OF THE TICKETS IN YOUR JOURNEY.**

We will have made you aware during your booking process that your ticket is a split ticket. If you are unsure if your ticket is a split ticket, please contact us using the details in section 1 of these terms.

## **.8) TOURS AND TICKETS (OTHER PRODUCTS ON OUR WEBSITE SUCH AS AIRPORT TRANSFER, ATTRACTION TICKET, CAR RENTAL ETC.) SUPPLIER'S TERMS AND CONDITIONS**

As highlighted under "About these terms", your booking is also subject to the relevant Supplier's (in this case, for e.g., the car rental or airport transfer company) terms. These can generally be found on the Supplier's own website. Where possible, we will have provided you with a link to these terms at the checkout stage of your booking process

## **CHANGING, CANCELLING OR UPGRADING YOUR BOOKING**

Please check the relevant Supplier's terms for information on your rights to change or cancel your booking. Note that we may also have provided you with some information on your rights during your booking process, this information forms part of these terms. If your booking is changed or cancelled by the relevant Supplier, generally that Supplier's terms and conditions will apply. Please contact us directly (using the details in section 1 of these terms) and we will help as part of our customer support services



## **. 9) HOW WE MAY USE YOUR PERSONAL INFORMATION**

We will only use your personal information as set out in our Privacy and Cookie

**10) LIABILITY OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU** MUCH OF THE INFORMATION ON OUR WEBSITE HAS BEEN PROVIDED BY THE RELEVANT SUPPLIERS AND/OR USERS OF OUR WEBSITE WHO HAVE PROVIDED REVIEWS OF THE TRAVEL PRODUCTS .

WE WILL ENDEAVOUR TO ENSURE THAT THE INFORMATION IS ACCURATE AND COMPLETE, HOWEVER TO THE EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY YOU AS A RESULT OF THE INACCURACY OR INCOMPLETENESS OF THE INFORMATION. NO REPRESENTATIONS, WARRANTIES OR CONDITIONS ARE GIVEN BY US IN RESPECT OF ANY INFORMATION WHICH IS PROVIDED TO YOU ON OUR WEBSITE AND ANY SUCH REPRESENTATIONS, WARRANTIES OR CONDITIONS ARE EXCLUDED, SAVE TO THE EXTENT THAT SUCH EXCLUSION IS PROHIBITED BY LAW. TO THE EXTENT PERMITTED BY LAW,

WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE INCURRED BY YOU AS A RESULT OF: • INCORRECT DETAILS (SUCH AS NAME, ID DETAILS, NATIONALITY, CONTACT DETAILS, PAYMENT DETAILS, DATES AND TIMES) SUBMITTED BY YOU WHEN MAKING YOUR BOOKING. THIS INCLUDES, BUT IS NOT LIMITED TO, LOSS OR DAMAGE AS A RESULT OF:

NOT BEING ABLE TO CONTACT YOU WITH IMPORTANT INFORMATION ABOUT YOUR BOOKING, WHERE YOU HAVE PROVIDED INCORRECT CONTACT DETAILS. YOU BEING UNABLE TO USE A TRAVEL PRODUCT (FOR E.G., BOARD A PLANE OR TRAIN, CHECK-IN TO A HOTEL, HIRE A CAR, USE AN AIRPORT TRANSFER SERVICE OR USE AN ATTRACTION TICKET) DUE TO THE ID DETAILS (INCLUDING NATIONALITY) PROVIDED BY YOU DURING YOUR BOOKING NOT MATCHING THOSE ON YOUR ID. • YOUR FAILURE TO OBTAIN THE CORRECT DOCUMENTATION, SUCH AS A PASSPORT, VISA OR PROOF OF VACCINATIONS, REQUIRED FOR YOUR TRAVEL PRODUCT. • YOUR FAILURE TO OBTAIN APPROPRIATE INSURANCE FOR YOUR TRIP. • YOU BEING UNABLE TO USE A TRAVEL PRODUCT (FOR E.G., BOARD A PLANE OR TRAIN, CHECK-IN TO A HOTEL, HIRE A CAR, USE AN AIRPORT TRANSFER SERVICE OR USE AN ATTRACTION TICKET) DUE TO: YOUR FAILURE TO COMPLY WITH THE RELEVANT SUPPLIER'S TERMS AND CONDITIONS. YOUR FAILURE TO ARRIVE ON TIME OR ALLOW SUFFICIENT TIME FOR CHECKIN, BOARDING OR (WHERE RELVANT) PASSPORT CONTROL AND SECURITY CHECKS. YOUR BEHAVIOUR BEING DEEMED AS UNACCEPTABLE BY THE RELEVANT SUPPLIER. • WHERE YOUR JOURNEY REQUIRES A FLIGHT TRANSFER OR CHANGE OF TRAIN, BUS OR FERRY, YOUR FAILURE TO MAKE THE NEXT FLIGHT, TRAIN, BUS OR FERRY DUE TO YOUR OWN ACTS OR OMMISIONS. • YOUR DISCOUNT CARD (SUCH AS A RAILCARD) NOT BEING VALID FOR THE JOURNEY YOU HAVE SELECTED. • ANY BOOKINGS, INCLUDING DUPLICATE BOOKINGS, MADE BY YOU IN ERROR. • ANY FEES CHARGED BY YOUR ACCOUNT PROVIDER FOR INTERNATIONAL PAYMENTS, ALTERNATIVE EXCHANGE RATES USED BY YOUR ACCOUNT PROVIDER WHEN PAYING IN A DIFFERENT

CURRENCY OR ANY CHANGES IN THE EXCHANGE RATE BETWEEN THE TIME OF BOOKING AND THE TIME OF PAYMENT. • ANY DIRECT COMMUNICATIONS BETWEEN YOU AND THE RELEVANT SUPPLIER. • ANY INNACURATE GUEST OR STAR RATING. • FALSE, INACCURATE, OUTDATED OR INCOMPLETE PAYMENT INFORMATION PROVIDED BY YOU. • THE USE OF ANY INTERACTIVE AREA BY A USER OF OUR WEBSITE IN CONTRAVENTION OF OUR CONTENT STANDARDS SET OUT IN THESE TERMS. • YOU TRAVELLING TO AND/OR AROUND AN AREA WITH A TRAVEL WARNING OR TRAVEL RESTRICTIONS IN PLACE. • EVENTS OUTSIDE OF OUR CONTROL, INCLUDING BUT NOT LIMITED TO: ACTS OF GOD, FLOOD, DROUGHT, EARTHQUAKE OR OTHER NATURAL DISASTER; EPIDEMIC OR PANDEMIC; TERRORIST ATTACK, WAR, COMMOTION OR RIOTS, THREAT OF OR PREPARATION FOR WAR, ARMED CONFLICT, IMPOSITION OF SANCTIONS, EMBARGO, OR BREAKING OFF OF DIPLOMATIC RELATIONS; NUCLEAR, CHEMICAL OR BIOLOGICAL CONTAMINATION OR SONIC BOOM; ANY LAW OR ANY ACTION TAKEN BY A GOVERNMENT OR PUBLIC AUTHORITY; AND INTERNET, SYSTEM OR DEVICE INSTABILITY, COMPUTER VIRUSES AND HACKER ATTACKS. PLEASE NOTE THAT WE ONLY PROVIDE OUR WEBSITE FOR DOMESTIC AND PRIVATE USE. YOU AGREE NOT TO USE OUR WEBSITE FOR ANY COMMERCIAL OR BUSINESS PURPOSES, AND WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY. BREACH OF THESE TERMS BY YOU

Failure to comply with these terms or failure to comply with applicable laws or regulations may result in our taking all or any of the following actions anytime without prior notice: • Reject or cancel any bookings associated with your name, email address or account, including on behalf of the Suppliers; • Cancel or revoke any Trip Coins, coupons, incentives, promotional rewards or other benefits that you may earn or have previously earned. • Immediate, temporary or permanent withdrawal of your right to use our Website and/or our booking services. • Immediate, temporary or permanent removal of any Contribution uploaded by you to our Website. • Issue of a warning to you. • Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach. • Further legal action against you. • Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law. • Any other measures as deemed appropriate by us at our sole discretion. You agree that we will not be liable for any loss or damage arising from your failure to comply with these terms. You are responsible for any losses suffered by us as a result of any use by you of our Website and/or booking services which is not in accordance with these terms. If we cancel your booking, we may not provide you with an explanation for the cancellation when disclosing the reason would, at our sole discretion, (a) violate applicable laws or (b) hinder the detection or prevention of fraud or other illegal activities. If we cancel your booking, you may not be entitled to a refund. This may occur if you have violated our terms or any applicable laws, if the Supplier's terms do not permit refunds, or if we determine, at our sole discretion, that you are not eligible for a refund due to suspected fraud or abuse. In the event that your access to our service is denied, you agree not to attempt to use our Website or services under a different name or through another user. If you believe that your booking has been cancelled incorrectly or you are entitled to a refund, please reach out to our customer service team. You acknowledge and agree that we will not be held responsible for any loss or cost in such situations.

## **11) COMPLAINTS**

If you have any questions or complaints about our Website or booking services, please contact us using the details in section 1 of these terms.

## **12) WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

These terms and any dispute or claim (including non-contractual disputes or claims) arising out of them, their subject matter or formation shall be governed by and construed in accordance with the law of New Zealand, although this shall not deprive you of any mandatory consumer rights of the law of the country in which you are resident in. You and we both agree that the courts of New Zealand will have jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms or their subject matter or formation, although this shall not deprive you of any mandatory right to choose instead to resolve any such dispute or claim in the courts of the country in which you are resident. 13) LANGUAGE Where the original English version of these terms has been translated into other languages, the English version shall prevail in the event of any inconsistencies between the versions. 14) GENERAL These terms are between you and us. No other person shall have any rights to enforce any of these terms. If any court or relevant authority finds that part of these terms are illegal, the rest will continue in full force and effect. Even if we delay enforcing these terms, we may still take steps against you at a later date.