

THE GREAT JOURNEYS OF NEW ZEALAND

“Packages” Terms and Conditions

Effective from 9 April 2021

These terms and conditions apply to “**Packages**” provided by The Great Journeys of New Zealand (**GJNZ**), a corporate division of KiwiRail Limited (**KiwiRail**) which are sold by House of Travel (Wellington) Ltd trading as Orbit World Travel (“**us**”/“**we**”/“**our**”) acting as agent for GJNZ and other third-party providers of services (**Other Providers**).

The Packages are comprised of services provided by GJNZ and Other Providers. The terms and conditions noted in this document are in addition to the General Conditions of Carriage for Scenic Rail Passenger Services of The Great Journeys of New Zealand (in relation to services provided by Scenic Rail) and the General Conditions of Carriage for Interislander (in relation to services provided by Interislander) (together, the **General Conditions of Carriage**), both divisions of KiwiRail, such terms being available on the GJNZ website, as well as any conditions of Other Providers that may apply (as described below). Where there are any inconsistencies between these terms and the General Conditions of Carriage, the General Conditions of Carriage shall prevail.

Package suppliers

While GJNZ is the main provider of the Packages, some or all components of Packages may be offered by Other Providers, and therefore may be governed by the separate terms and conditions of those Other Providers. Where this is the case, it will be stated on the GJNZ website and will be included on your booking confirmation and itinerary.

While due effort has been made to ensure that information provided by Other Providers is accurate and up-to-date, we make no guarantee, representation or undertaking whether expressed or implied, nor do we assume any legal liability, whether direct or indirect, or any responsibility for the accuracy, completeness, or usefulness of the information provided in relation to the services offered by Other Providers. GJNZ and Other Providers are considered “**Principals**” for the purposes of this Agreement.

Our Services consist of arranging and coordinating the services offered by the Principals. We are instrumental in bringing about a direct contractual relationship between you, the customer, and the Principals. We undertake to perform these services with reasonable care and skill but we cannot and do not guarantee the performance of the functions offered by the Principals and we will not be liable in the event that you suffer loss, injury or disappointment by reason of any acts or failings of any Principal. In any such case your remedy will lie against the Principal.

When you make a Package booking, we act as an agent for, and make arrangements with GJNZ, hotels, activity providers, transfer transportation and other independent parties. Although great care is taken to choose suppliers, we are unable to directly control them and therefore we are not responsible for their acts or omissions. The travel services and activities provided by these suppliers are subject to the conditions imposed by them, and their liability may be limited by their tariffs, conditions of carriage, and international conventions and agreements. We accept no responsibility for the day to day provision of such accommodation, services or operation and we accept no liability for any loss, damage, personal injury or illness which you may suffer whilst using such accommodation or services.

We have no control over suppliers’ facilities or services themselves, or the manner in which they are provided. 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 those facilities or services.

Bookings

- You must be at least 18 years of age to make a booking.
- If you make a booking on behalf of additional travelers, you confirm that you have appropriate authority to act on their behalf, and that you agree to the terms and conditions and provide personal information under that authority.
- You must provide the personal information requested when making a booking.
- We will only collect and use your personal information in accordance with the Privacy Act 1993. You acknowledge and agree that your personal information may be provided to GJNZ and Other Providers solely for the purpose of providing you with the services relating to your booking.
- You must ensure that your details are correct and valid at the time of booking. We take no responsibility for any incorrect information submitted.
- Images displayed on the website are included as a guide only. Hotel room photographs are representative examples only and rooms may vary from those shown.
- The advertised rate is per person and based on double occupancy where accommodation is involved unless otherwise stated. Additional fees for extra people will be charged where applicable.
- If you are arriving after 7.30pm, please contact the hotel to ensure that you can check in late. Your room will be held until 11.59pm on the check-in date. Thereafter, there is no guarantee that your accommodation will remain available.
- Some Packages include accommodation with breakfast. This breakfast may be a full cooked breakfast, a continental breakfast or as otherwise stated on your Package booking and on your booking confirmation. Please check your Package inclusions at the time of reservation.
- The maximum number of people per room is stated in the information during the booking process.

Website

We are not responsible for any interruptions (whether due to any (including temporary and/or partial) breakdown, repair, upgrade or maintenance) of the website or otherwise, any errors (including manifest and typographical errors), inaccuracies, or incomplete information (including but not limited to inaccuracies relating to product or service photographs and descriptions and lists of amenities/extras) or non-delivery of information in relation to Package bookings. All information relating to Packages on the GJNZ website is correct at the time of publication to the best of our knowledge.

Payments

- Payment for all package bookings must be made in full, on booking, by credit or debit card via a secure payment system. Payment directly to our bank account may also be arranged. Prices are subject to change; however, the price will not be increased once your booking has been confirmed. All prices are quoted in New Zealand (NZD) dollars and include Goods and Services Tax (GST) of 15% (if applicable).
- The price shown DOES NOT include any hotel service fees, items of a personal nature, charges for optional incidentals (such as minibar snacks or telephone calls), or surcharges. Some accommodation providers may require you to present a credit card or cash deposit upon check-in to cover any additional expenses that may be incurred during your stay. Any deposit taken or amounts charged to your credit card by the relevant accommodation provider are unrelated to any payment made through the GJNZ website for your Packages booking.

- Once your payment is processed, your booking details are automatically sent to the other provider/s and a booking confirmation is sent to your registered e-mail address. The booking confirmation will need to be presented to all providers during your Package journey.
- Advertised rates are indicative and based on the level of demand. Packages are subject to availability.
- All rates are subject to change until booked and paid for.

Changes/Cancellations

- We reserve the right to modify, alter, or substitute all or any part of the service or product components of a Package. Should this occur, we will endeavor to provide the closest alternative reasonably available. Every effort will be made to adhere as closely as possible to your original booking; however, all fares, schedules, itineraries, hours of arrival and departure are subject to change without notice at any time.
- You have the right to cancel your booking with us at any point, however the following cancellation charges may apply:

0 - 14 days before departure 100% of Package cost

15 - 30 days before departure 60% of Package cost

31+ days before departure 20% of Package cost

- If you wish to amend your Packages booking and we can make the requested change, an amendment fee of \$35 per person named in the booking will be made to cover administration costs. However, the amendment fees charged by Other Providers may be higher and we reserve the right to pass on such fees. A new reservation may be required where there are non-refundable components. In these instances, should you change or cancel your reservation for any reason, our cancellation charges will apply.
- Product and service providers are unable to approve any refund of Packages. All claims and refund requests must be lodged in writing with us within 30 days from the completion of your Package. Please send your claim or refund request to the applicable email address listed below. No refunds will be issued for late check-in or early check-out for any reason whatsoever.

Insurance

It is strongly recommended that you purchase trip cancellation insurance to protect your holiday investment. Travel insurance benefits can include coverage for trip cancellation, lost baggage, and emergency medical care. Specific terms, limitations, and conditions apply to all travel policies purchased. Please ensure you understand your policy before you travel. Please note such insurance policies do not have to be purchased via us or any third party we may recommend.

Luggage and personal belongings

- When you travel on a Package the luggage accepted and transported is subject to our luggage policy and conditions as set herein and in the General Conditions of Carriage.
- Your Package booking includes one checked piece of luggage per person with a maximum weight of 32kg. Maximum volume per bag is 200 linear centimeters (this is calculated by adding height + length + width together).
- Bags weighing over 23kg require two people to lift on to the train and we may require your assistance.
- Bags over 32kg will not be accepted and must be re-packed.

- Repack bags can be purchased for \$10 (in addition to our \$20 extra bag charge).
- A maximum of two additional items of baggage per person can be purchased for \$20 per piece.
- Each piece of luggage must have an identification tag attached to it that includes name, return address, and telephone number.
- We recommend all customers carry any valuables, medications, or necessary belongings with them onboard the train or ship. If they are checked in, they are at the owner's own risk.
- Oversized items will not be accepted when travelling on a Package, for example, sports equipment including bikes and bike trailers.

Liability

We are not liable or responsible in any way for any loss, costs, expense or other damage relating to your luggage, personal possessions, health or welfare, or delays to travel (whether as a matter of contract, tort (including negligence), statute, restitution, or otherwise) or for any direct, indirect or consequential loss, liability, claim, cost, expense, proceeding, demand or penalty, unless these arise directly as a result of our booking services and in this case our liability does not extend to any indirect or consequential losses. GJNZ's liability is further limited by the terms specified in the General Conditions of Carriage, and the liability of any other Principal may be limited by their terms and conditions. Without limitation, we will not be responsible if a Package or component of a Package is not available due to extreme weather conditions or other acts of God, civil disturbances, fire, floods, acts of Government or any other authorities, accident to or failure of machinery or equipment or industrial action.

Checking your travel arrangements

We have exercised care in putting together the arrangements requested by you in regard to your travel and accommodation. It is important that you check all of the documentation handed to you in relation to your proposed travel and accommodation to ensure that it fully meets with your requirements and to ensure that there have been no misunderstandings.

Complaints

If you have a complaint about an aspect of your Package whilst away, you must immediately notify the provider of the service locally. If they are unable to resolve the problem immediately, you may contact us for further assistance. If you are still not satisfied on the completion of your Package, you may write to our customer support team at the following email addresses:

*Where your Package included travel on a **Scenic Train** journey: feedback@greatjourneysofnz.co.nz*

*Where your Package included travel on an **Interislander** journey: feedback@interislander.co.nz*

Please include your Packages booking reference number and your best contact number(s) in your email.