



Terms and Conditions.

These Terms and Conditions apply to all services Fortis Travel ("Fortis Travel", "we" or "us") provides to you, including all bookings you make with us, whether via phone, email, through the Fortis Travel website or your business travel portal. By making a booking with us, you accept and agree to comply with these Terms and Conditions.

We may change these Terms and Conditions from time to time by uploading a revised Terms and Conditions on the Fortis Travel website. Unless stated otherwise, any change takes effect immediately. By continuing to use our services, you agree to be bound by the revised Terms and Conditions.

Pricing.

All airfares and prices provided, including taxes and airport charges, are subject to airline and service provider availability.

Airlines and other suppliers may change their prices without notice, in which instance our quoted prices will increase to reflect the increased pricing until all services are paid in full.

While we take all reasonable steps to ensure that all information published by Fortis Travel is current and accurate, we make no representations or warranties regarding the completeness or accuracy of the information. Occasionally changes or errors can occur and we reserve the right to correct any pricing errors or omissions prior to full payment being made. We will immediately advise you of any pricing error or omissions affecting your booking as soon as we become aware of them.

Extra's not specified are to be paid for directly by you to the supplier and may include the cost of meals, telephone calls, taxes, gratuities and visa fees.

Group Bookings

A person making a group booking with us is deemed to have authority to act on behalf of all other travellers on the same booking and we rely on this authority in providing our services to you. The person making the booking is deemed to bind all travellers on the same booking to these Terms and Conditions.

Amendments and Cancellation Fees

We will let you know as soon as we become aware of any changes that need to be made before or during your trip. While we will do everything that we reasonably can to assist you in the event of a change, delay, suspension or cancellation of your booking or any part of your booking made by the relevant service provider, we are not liable to you for any loss or damage you incur as a result of any changes or cancellation to your booking made by the service provider.

We make no representations as to the safety, conditions or other issues that may exist at any destination and we are not liable to you for any change, delay, suspension or cancellation of your booking due to an event or situation beyond the reasonable control of us, including but not limited to a fire, flood, earthquake, storm or other act of God, war or other conflict, epidemic or pandemic which affects New Zealand or your destination of travel set out in your booking. If a force majeure event occurs, we will do everything that we reasonably can to assist you in recovering from the service provider any fees paid that are refundable and will, immediately upon receipt from your service provider, pay any refund paid to us by your service provider to you.

Should you need to amend or cancel your booking, amendment and cancellation charges will apply as per our Booking Fees Schedule and all fees associated with the amendment or cancellation are non-refundable. In addition, fees may be charged by service providers which in some cases can be the loss of the full amount you have paid depending upon the time at which you cancel or amend your arrangements.

Refunds of monies can take up to 12 weeks to obtain from the service provider and we are not able to provide the refunded funds to you until we have received them from the appropriate service providers.

SERVICE PROVIDER

All bookings made are subject to any terms and conditions imposed by the relevant service provider as set out in the booking confirmation or as separately provided to you. Compliance with the relevant service provider's terms and conditions is your responsibility. We are not responsible for how the service providers implements their terms and conditions or liable to you for any loss resulting from your failure to comply with the service provider's terms and conditions.

We are not liable in the event that the service provider is unable to provide you with the service booked due to that service provider becoming insolvent or being placed under external administration and you have no claim against us for any fees we have paid to the service provider from the funds you have paid to us to confirm your booking and/or travel arrangements.

Travel Insurance

We strongly recommend that you take fully comprehensive travel insurance cover for your personal protection and peace of mind. Travel insurance should include cover for cancellations due to unforeseen events and we recommend taking out a policy with unlimited medical cover. We recommend you ensure the date of commencement of your policy occurs when you make your first payment towards your travel arrangements to ensure you receive the benefit of the cancellation and curtailment clause of your travel insurance policy. All customers decline travel insurance at their own risk.

Travel Documentation.

Many countries require your passport to be valid for more than six months beyond the expected date of your return departure date. Your passport must be in good condition and if it is damaged or excessively worn, it may not be accepted for travel.

You are responsible for ensuring that you meet all relevant travel requirements including all passports, visa, health and other travel related requirements. Any fees, penalties or payments incurred as a result of travel documents not meeting the requirements of immigration and government authorities will be the sole responsibility of the traveller. We are not liable if you cannot travel because you have not complied with any passport, visa or immigration requirements of your travel destination.

If we provide any information to you regarding any travel related requirements, this information is general information only and should not be relied on as specific advice for your circumstances.

Health Requirements

It is the final responsibility of the traveller to ensure all necessary medical and vaccination requirements have been met for the destinations you are traveling to.

Some countries require compulsory inoculations. Please visit – www.safetravel.govt.nz to ensure you are fully aware of any health and safety risks for your chosen destination.

We can provide general information about any health formalities that may be required for your trip to assist you but this information is general information only and should not be relied on as specific advice for your circumstances. Please check with your doctor for up-to-date advice regarding any vaccinations you may require before you travel.

Airline Mileage Schemes/ Frequent Traveller information

Your airline frequent flyer or mileage membership can be entered into your reservation for you. Please advise your travel consultant of your membership numbers. Please retain your boarding passes and ticket receipts as a record of your travel to protect you against the airline system not capturing your data correctly for your trip.

These programmes are provided by the relevant suppliers and Fortis Travel accepts no responsibility for default by the provider in honouring such schemes.

SPECIAL REQUESTS

Please advise your travel consultant of any special requests you may have for your booking. We will pass on all special requests to the travel providers on your behalf but these requests cannot be guaranteed and we have no liability to you if any special requests are not met by the travel provider.

CONSUMER GUARANTEES ACT

To the extent permitted by law, the Consumer Guarantees Act 1993 does not apply to the services we provide to you.

LIMITATION ON LIABILITY

All information relating to a travel product is provided by the service provider. We are not responsible for and make no warranty or representation about such information, including but not limited to the standard or description of accommodation or services provided by the service provider relevant to your booking.

We are not responsible for, and we make no warranties or representations as to, the standard of services provided by relevant service providers.

Subject to any consumer guarantees implied in the services we provide to you or our breach of these Terms and Conditions, we are not otherwise liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage, whether direct, indirect, consequential, economic loss, incidental damages, lost profits, which is suffered directly or indirectly in connection with your booking.

If we are found to be liable under these Terms and Conditions, at all times our maximum aggregate liability whatsoever under or relating to these Terms and Conditions and services provided to you is capped at the commission we receive from the service provider in relation to the relevant booking.



General

These Terms and Conditions are governed by the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of New Zealand courts in respect of any dispute or proceeding arising out of the provisions in these Terms and Conditions or any services provided to you.

Where any question, dispute or difference ("issue") arises between the parties concerning or arising out of the interpretation or performance by any party of these Terms and Conditions, the parties will make a genuine effort to resolve the issue without resorting to litigation, using the procedures set out in these Terms and Conditions.

The party initiating the issue ("the first party") shall provide written notice of the same to the other party ("the other party") and shall nominate in that notice the first party's representative for the negotiations. The other party shall then promptly give written notice to the first party naming their representative for the negotiations. Each representative nominated will have authority to settle or resolve the issue.

If the parties cannot resolve the issue by discussion and negotiation within 10 working days of receipt of the first party's written notice, the dispute shall be referred to Mediation which shall in all respects be conducted in terms of the LEADR New Zealand Incorporated standard Mediation Agreement.

The Mediation shall be conducted by a Mediator in New Zealand and at a fee agreed by the parties. Failing agreement between the parties, the Mediator shall be selected and the mediator's fee determined by the Chair for the time being of the LEADR New Zealand Incorporated.

If the dispute remains unresolved 15 working days after commencement of the Mediation, the issue shall be referred to the arbitration of a single arbitrator to be appointed by the parties or failing agreement to be appointed by the President for the time being of the Arbitrator's Institute of New Zealand Inc. Such arbitration shall be carried out in New Zealand and in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force.

The invalidity of any part of these Terms and Conditions will not affect the enforceability of the rest of these Terms and Conditions.



Privacy Policy

This Privacy Policy sets out how we collect, use and protect personal information about you in connection with the services we provide to you. Personal information means information, whether written, verbal or electronic, that directly identifies an individual or that makes an individual identifiable when combined with other information.

By using the Fortis Travel website, you acknowledge that you have read and understood this Privacy Policy and agree to the use of your personal information by us as set out in this Privacy Policy. By making a booking with us, all travellers of the booking are deemed to agree to the use of their personal information by us as set out in this Privacy Policy.

We collect personal information about you and any other travellers on the same booking when you make a booking with us, contact us via phone, email, business travel portal, quick contact form on the Fortis Travel website or through any other contact you have with us. This information includes but is not limited to your name, company name and your contact details.

We will only use the personal information you provide us with to contact you and provide you with information or deal with any matters arising as a result of that contact.

We may also use your personal information to verify your identity when you request to access and/or correct any of the personal information we hold about you, provide services to you, improve the services we provide to you, comply with applicable laws and regulations and protect and/or enforce our legal rights and interests.

We will not use the personal information we have obtained while providing services to you for any purpose other than those set out in this Privacy Policy, except with your express consent.

We are committed to safeguarding your personal information. We will take all reasonable steps to keep your personal information safe from loss, unauthorised access or other misuse. We hold all personal information received electronically in secure systems. If we hold paper files or other documents containing your personal information, we will do all we reasonably can to protect this information.

While we take reasonable steps to maintain secure internet connections, if you provide us with personal information over the internet, the provision of that information is at your own risk.

While we are providing services to you, we may hold information about you and any other travellers on the same booking in our database. We will not hold

your personal information for longer than is necessary or required under the law. We will securely destroy the records when we consider that the personal information is no longer required to be held or in accordance with legislation.

Fortis Travel acts as an "agent" for service providers and therefore must disclose your personal information to other travel companies or related companies, carriers, airlines, hotels and other suppliers ("service providers") involved in fulfilling your travel requests. The personal information provided to us will be disclosed to the relevant service providers only to the extent necessary for the provision of travel arrangements in accordance with your booking.

Where we disclose your personal information to a service provider for the provision of travel arrangements in accordance with your booking, you acknowledge that the service providers may have their own privacy policy and their handling of your personal information may be governed by their privacy policy. We are not liable for any loss or damage suffered by you as a result of how the service providers handles your personal information.

We may further disclose your personal information where required by law or any court or in response to a legitimate request by a law enforcement agency.

You are responsible for ensuring that the personal information you provide to us is true, accurate and up to date. Subject to certain grounds for refusal set out in the Privacy Act 2020, you have the right to access to and correction of any of the personal information we hold about you. Before you exercise this right, we will need evidence to confirm that you are the individual to whom the personal information relates.

If you have any questions about this Privacy Policy, our privacy practices or if you would like to request access to, or correction of, your personal information, please contact us.