

**EUROLYNX TRAVEL LIMITED**  
**STANDARD TERMS AND CONDITIONS**

*Please read these standard terms and conditions carefully, as they are incorporated into all transactions entered into with Eurolynx Travel Limited and any divisions or subsidiaries (hereafter referred to as "Eurolynx"). It is the responsibility of the Travel Agent to inform clients of our Terms and Conditions, and any additional terms and conditions imposed by the Operator of the booked services or facilities. The instruction to proceed with a booking constitutes an acceptance of these terms and conditions.*

**1. Our Services.**

1.1. Our services.

Eurolynx promotes, arranges and co-ordinates travel, accommodation, event and entertainment facilities and services; and the making of bookings, issuing tickets or vouchers to be redeemed by Operators.

1.2. Agent not supplier.

Eurolynx is not itself a provider of travel, accommodation, event and entertainment facilities and services. Such services and facilities are provided directly to the client by the Operator; Eurolynx acts only as an agent for the Operators that provides these.

Likewise, the Operators (including their staff and representatives) are not agents, servants or employees of Eurolynx.

**2. Making Bookings.**

2.1. How to book.

Please provide in writing all instructions and information regarding clients required by the Operator. Any verbal instructions given to Eurolynx must be followed up in writing.

2.2. Information given.

Eurolynx undertakes to provide the services with reasonable care and skill. Information is largely based on information provided to us by Operators – we do not have, nor is it reasonably possible to have, personal knowledge of all the facilities or services provided by each Operator.

We will endeavour to recommend the most suitable travel arrangements to meet the particular requirements of the client, based on the information made know to us both by the Travel Agent, and the Operator. As travel is a personal experience based on preferences and opinions, Eurolynx can not take responsibility for individual satisfaction.

2.3. Limitation of Liability.

Eurolynx takes reasonable care in selecting Operators. However Eurolynx does not accept liability for any loss or damage or loss of enjoyment whatsoever that may arise in any way in conjunction with the provision of services and facilities outside of our control, including third parties and Operators.

Eurolynx does not accept any liability for injury, damage, loss, delay, additional expenses, loss of enjoyment or inconvenience caused directly or indirectly by any events which are beyond its control including, but not limited to, war, civil disturbance, strikes, fire, floods, acts of God, acts of Government or of any other authorities, weather disruptions, breakdown of machinery or equipment, epidemics, quarantines or medical customs or immigration or emigration regulations.

Services provided by Eurolynx are governed by the laws of New Zealand. Any claim or legal action against the services or facilities of the Operators is likely to be subject to the terms of the client's contract with them, and may be governed by the laws of other countries.

2.4. Consumer Guarantees Act.

The guarantees under the Consumer Guarantees Act will apply to services provided by Eurolynx except where they are acquired, or held out as being acquired for business purposes.

**3. Invoicing and Payment.**

3.1. Prices.

All prices are based on tariffs, exchange rates, and schedules as at invoice date and are subject to further change until fully paid. The exchange rate used for an invoice or quote will remain valid for five (5) working days; if you are not paying this invoice within this time, an updated invoice will be required before making payment – the invoice will be re-costed at the current exchange rate applicable at that time.

Eurolynx reserves the right to alter prices up until final payment is received at our office in the event of (including but not limited to): foreign exchange variations, tariff changes, and changes to taxes and levies.

Any verbal quotes given are an estimate only of the price which will be subject to written advice.

In rare circumstances some Operators may reserves the right to adjust any price or apply surcharges without notice at any time up to the day of departure, even if full payment has been made.

Where the cost of a service is based on a foreign currency, the deposit and final payment are denominated in the foreign currency and translated into NZD – this will be clearly identified in the Eurolynx invoice. The NZD paid for the Operator's deposit (as distinct to any additional deposit required by Eurolynx) is deemed to be paying for the foreign currency amount – therefore the final payment is based on the NZD equivalent of the remaining foreign currency amount that is outstanding.

### 3.2. Deposit.

A deposit of NZD 200 per booking must be paid to Eurolynx within five working days of a confirmed booking. This is in addition to deposits that may be required by particular Operators, and will be offset against the final payment less any additional fees charged by Eurolynx in accordance with these Terms and Conditions.

### 3.3. Options.

For some arrangements (such as villas, apartments, and self-catering accommodation), an option system may be used by the Operator. An option is requested to hold the booking for five working days. Once an option is advised to the travel agent the deposit (or full payment if applicable) MUST be received by Eurolynx within this time frame in order to confirm your booking. If payment is not received on time the option will automatically lapse.

### 3.4. Final payment.

Final payment is required to be received by Eurolynx no more than six weeks prior to the client's departure from New Zealand. Please note that some operators may require the final payment to be earlier.

### 3.5. Minimum Bookings.

For bookings of less than two night's accommodation or any booking that does not include accommodation: a Minimum Booking Fee of NZD 45 per booking may apply.

### 3.6. Bookings made close to departure.

Where bookings are made less that six weeks prior to the client's departure from New Zealand, full payment is required within five working days of invoicing.

Where the booking is made within three weeks of departure a additional Service Fee of NZD 45 per booking may be charged.

### 3.7. Goods and Services Tax (GST).

New Zealand's GST does not apply to air and land arrangements consumed overseas. GST does apply to, and has been included in, any Eurolynx-imposed fees such as: amendment fees, minimum booking fees, cancellation fees (GST does not apply where these are imposed by overseas Operators).

### 3.8. Invoice errors or omissions.

Eurolynx reserves the right to correct any errors in rates quoted or calculated for any service, notwithstanding that the invoice may have been paid in full. It is the responsibility of the travel agent to ensure that all invoice details are correct and that the client acknowledges the terms and conditions.

## 4. Variations / Amendments / Non-use.

### 4.1. Amendments to Bookings.

All amendments must be made in writing. For each amendment an Amendment Fee of NZD 50 will be charged by Eurolynx. This is in addition to any fees that may be charged by the Operator. The Eurolynx amendment fee will be NZD 50 if vouchers have already been issued.

Amendments to bookings will only be made after receiving the initial deposit.

Where a requested amendment is not able to be accommodated by the Operator, and the client does not proceed with the original booking, this will be deemed to be a cancellation.

4.2. Cancellation of Bookings (partial or full).

All cancellations must be made in writing. If you cancel any booking there will be a Cancellation Fee charged by Eurolynx. This is in addition to any fees that may be charged by the Operator – please note that some Operators may apply a 100% cancellation fee in some circumstances.

The Eurolynx cancellation fee is based on the date written advice is received in our office in relation to the first date of the booked service:

Eight weeks or more prior	NZD 100 per person
Less than eight weeks prior	NZD 250 per person

Cancellation of bookings will only be made after receiving the initial deposit. If vouchers have been issued, the original vouchers must be returned to Eurolynx.

*Partial Cancellation:* Cancellation fees may be incurred where there is cancellation of confirmed services forming only part of an existing booking.

4.3. Non-use.

If you do not use part or parts of the arranged services or facilities, you will not be entitled to a refund from Eurolynx. A refund may not be available from any Operator as per their terms and conditions.

**5. Further Agent / Client responsibilities.**

5.1. Insurance.

Eurolynx strongly recommends that at the time of booking clients purchase a comprehensive travel insurance policy.

5.2. Health Requirements.

It is the responsibility of the client to be familiar with any health requirements that may be applicable to the areas that they are visiting. We encourage the clients to refer to their travel agent and health professional for such information.

5.3. Passengers with Health Conditions or Disabilities.

It is the responsibility of the travel agent to advise Eurolynx of any health condition or disability that may require additional services, facilities or care. Some Operators reserve the right to refuse to carry or accommodate people because of health condition or disability, or may require the client to arrange their own additional support.

5.4. Passports and Visas.

Please note that passport and visa requirements are the responsibility of the client and their travel agent. Eurolynx does not accept responsibility for failure to ensure that the client has the correct travel documentation. We encourage the travel agent to be the source of information on such requirements.

5.5. Addressing problems whilst travelling.

Should the client encounter a problem or be dissatisfied with some aspect of the services or facilities during the course of their travels, our recommendation is that the matter be raised directly with the Operator of the service at the time. This is the best opportunity for an attempt to rectify the matter on the spot. Many suppliers will not recognise any subsequent claims unless this is done.

Should there not be a satisfactory resolution we recommend the client makes notes of all communications and retain anything that may be useful evidence (for example, photographs) to support a subsequent complaint on return from the travels.

**6. Operator Terms and Conditions.**

Many Operators have their own terms and conditions. Where the Operators have a more stringent requirement (for example, an earlier date by which final payment needs to be made), then the terms of the Operator shall apply. Any fees charged by the Operator shall be additional to those charged by Eurolynx.

Some Operators may reserve the right to cancel or amend travel, accommodation or any other facilities or services, and Eurolynx therefore must apply similar rights.

**7. Variations to these Terms and Conditions.**

Eurolynx reserves the right to vary these terms and conditions from time to time. Updated versions will be added to our website, and may also be requested from ourselves at any time.