

# TERMS AND CONDITIONS

## // EMIRATES MELBOURNE CUP 2009

### PLEASE READ THE FOLLOWING INFORMATION CAREFULLY BEFORE REGISTERING ON ONE OF OUR TOURS

This Emirates Melbourne Cup 2009 Spring Racing Carnival brochure and the tours outlined within have been arranged by Willimont Sports Travel (WST) as part of the Willimont Travel Group (WTG). Willimont Sports Travel Ltd is a fully Bonded member of the Travel Agents Association of New Zealand (TAANZ) and is a member of IATA (International Air Transport Association).

#### PAYMENTS AND CANCELLATIONS

##### STATED PRICES

Prices in this brochure are on a "per person" basis in New Zealand Dollars and can not be itemised. Prices are for payment by direct bank credit, by cash or by personal or bank cheque. For payments by credit card see DEPOSITS & PAYMENTS below. All prices include New Zealand GST and Australian GST, if any. Due to possible currency fluctuations and changes in service costs, prices are subject to variation at any time until full payment is received.

##### DEPOSITS & PAYMENTS

To secure a place on one of our tours or individual packages, we require an initial non refundable deposit of \$500 per person when registering. Final payment is required on or before Friday, 31 July 2009. All prices are based on payment by cash, cheque, Visa or MasterCard only. If you wish to use another brand of credit card, please check with us first, because merchant fees charged by some credit card companies have not been allowed for in our pricing, which means a surcharge will apply. After this initial deposit subsequent payments by credit card will only be accepted for the full tour price. If booking via another travel agent, please check acceptable forms of payment with them, as we cannot accept credit card payment from travel agents on your behalf. We prefer payments to be made by bank direct credit from your account into ours. If paying this way it is imperative you include your **surname & our code (MC)**; with your internet/direct credit payment so we can allocate the funds to your account promptly. Please make contact with your Willimont Sports Travel consultant for our bank account details.

##### EXCHANGE RATES

The exchange rates used to price the tours in this brochure were current as at April 2009. Due to the volatility of exchange rates over recent months, some forward exchange rate contracts have been committed to by WST. WST has estimated the amount we will require to pay for the tours, but due to any unexpected demand WST may need to purchase more overseas funds than it has allowed for in the tour prices. Should there be a shift in the NZ Dollar rate against the Australian Dollar, adjustments in the tour price may have to be passed onto clients up until full payment has been received by WST. Confidential details of exchange rate contracts remain the property of WST and its bankers.

##### CANCELLATIONS AND REFUNDS

All cancellations must be advised in writing. Cancellations received prior to Friday, 31 July 2009 will incur a fee of \$500 per person. Cancellations received after Friday, 31 July 2009 will incur a minimum fee of \$500 per person plus any fees charged by airlines, hotels and land operators which could amount to several thousand dollars per person. WST will use its best endeavours to refund more than this amount, but it depends on our ability to re-sell your place and the attitude and conditions of airlines, hotels, land operators and match ticket rules. Cancellations received within 30 days of departure will forfeit 100% of the package price. Please read the information on "Insurance".

##### AMENDMENTS

Each and every amendment made to a booking after Friday, 31 July 2009 will incur an amendment fee of \$50 per amendment per person, along with any fees charged by airlines and / or other suppliers. Amendments to bookings within a week of departure will not be guaranteed, but if they are possible, will incur an amendment fee of \$150 per amendment per person in addition to any applicable airline reissue/amendment fees.

##### ITEMS NOT COVERED

Unless otherwise specified the costs of credit card merchant fees, meals, drinks, laundry, portage, passports, visas, entry and departure taxes, tips and gratuities and items of a personal nature are not included.

##### UNUSED SERVICES

Refunds will not be provided where from illness or personal choice you do not utilise part or all of your chosen package.

##### INDIVIDUAL ARRANGEMENTS

All our tour arrangements have been made and priced on a group basis. However, we are more than happy to arrange individual itineraries upon request. We can tailor make an itinerary to meet your needs whether they be for business or pleasure. We can obtain the event tickets and accommodation to suit your budget. You can depart from New Zealand earlier or later, or extend your stay – one of our experienced consultants will be pleased to help. However, please be aware that if you book as an individual, negotiated event fares & rates may not apply to your itinerary.

##### GROUP SIZE

Prices and arrangements have been made on the basis of a minimum of twenty (20) persons travelling together on each group departure. If there are fewer than twenty people, the tour package may have to be re costed or cancelled and an alternative option offered.

##### FLIGHT CHANGES

As airlines reserve the right to alter schedules, WST cannot be held responsible when confirmed flights are subsequently changed. Once issued, airline tickets are non-refundable and non-transferable. Up-grades are available at the extra costs stated – subject to availability in that booking class. If up-grades at that price are not available, they may be offered at a different price in a different booking class.

##### FUEL SURCHARGES, AIRLINE AND INSURANCE LEVIES

All taxes and fees associated with the airfare (i.e. fuel surcharges, CAA Domestic Passenger Levy, Insurance Surcharge and Government Security Levy) are either INCLUDED in the package price provided, or are shown as an ADDITIONAL cost. These are subject to change without notice. Please check with us if you are unsure.

##### DOMESTIC CONNECTIONS

Tour airfare prices are from Auckland in conjunction with Air New Zealand's International services. Special add-on fares are available from other centres at an extra cost. Please contact us if you require assistance in this regard.

##### AIR NEW ZEALAND AIRPOINTS

If you are an Airpoints member, you may be eligible to earn points for your journey. If you are not a member and would like to join, please refer to the Air New Zealand website. If you are an existing member and wish to use points for your journey or to upgrade, we recommend that you contact the Air New Zealand Air Points help-desk directly, to make your redemption bookings.

#### GENERAL INFORMATION AND CONDITIONS

##### EMIRATES MELBOURNE CUP 2009 SPRING RACING CARNIVAL

The event and touring itineraries shown in this brochure are correct as at April 2009. If, due to circumstances beyond the control of WST, the itinerary is changed, then the supporter's tour inclusions and pricing may have to be altered.

##### THIS BROCHURE

This brochure was created in April 2009 and remains valid until October 2009. All reasonable care has been taken to ensure the accuracy of this brochure at the time of printing, but services offered, package availability, prices and event details may be subject to change from time to time. You should keep in contact with WST (or your Travel Agent) to ensure any changes which occur can be passed onto you.

##### DOCUMENTATION

Travel documents and any tour gear or apparel will be distributed approximately 10 working days prior to your departure date from New Zealand. It is important that you check all of the documentation handed or sent to you in relation to your proposed travel and accommodation, to ensure it fully meets your requirements and there have been no misunderstandings. WST will not accept responsibility for any documents subsequently altered without our consent.

##### PASSPORT AND VISA REQUIREMENTS

You will need a current passport to travel to Australia. New Zealand Passport holders do not require a visa to enter Australia. If you have a passport from another country, have a previous criminal conviction, or a contagious disease, a visa may be required. It is your responsibility to secure any visas well before your date of travel. If you are in any doubt or require assistance, please contact WST. Our staff will be pleased to assist in confidence. A re-entry visa will be required by travellers leaving New Zealand holding a foreign passport. It is your responsibility to ensure you have the correct documentation in place to allow your return to New Zealand.

##### SAFETY, HEALTH AND VACCINATIONS

If you are planning to travel overseas, checklists and travel health and safety tips can help you prepare. You can also register with the NZ Governments Ministry of Foreign Affairs and Trade if you are visiting overseas, so that you can be contacted in an emergency. If you are concerned about security and travel risks in the countries you intend to visit, you can read the latest travel advisories from the Ministry of Foreign Affairs and Trade. See the website; [www.safetravel.org.nz](http://www.safetravel.org.nz). Information is available for most countries which can help you make informed travel decisions and minimise risk when you travel overseas. You can subscribe to receive email notification of the latest travel advisory updates. Certain countries require and / or recommend that travellers be vaccinated against specific diseases. Please check with your doctor and / or the embassies concerned to satisfy yourself as to whether your destinations have any requirements or suggestions in this respect. It is your responsibility to ensure your own health with regards to vaccinations and / or decisions to travel to at risk areas. You may also wish to visit the World Health Organisations website: [www.who.int/en](http://www.who.int/en) for more information on health issues.

##### INSURANCE

Our Comprehensive Travel Insurance policy can cover you for loss of deposits in cases of "unforeseen circumstances". This policy also offers comprehensive cover for medical treatment, travel delay, loss of cash and personal belongings. Full details will be sent once you register including negotiated discounts. We recommend that a travel insurance policy should be taken out as soon as you have paid your initial deposits. Should you wish to arrange your own travel insurance you may do so and advise us that you are covered. Please be aware that travel insurance offered by credit card companies does not always match the level of cover offered by our preferred policy. In particular, check the medical cover and the emergency assistance offered. Please ask for a copy of our Comprehensive Insurance policy so that you can compare the cover with other policies offered.

##### TWIN SHARING

If you are travelling alone but wish to share a twin room please indicate this on the tour registration form. Our experience on recent tours is that room sharing arrangements do not always work out for people who are complete strangers to each other. The trend is for singles to take the single room option and pay the single room supplement. If however, you still wish to be matched up with someone we will do all possible to find a suitable roommate for you. If a suitable match cannot be found then the single room supplement will have to apply. We will do our best to satisfy your twin share request prior to Friday, 31 July 2009, after this date we will proceed on a single supplement basis. If room sharing arrangements do not work out to your satisfaction or either party decides to request a single room during the tour, it will be at your cost and will need to be settled with the hotel concerned directly.

##### HOTEL CREDIT

Bonds or credit card imprints may be required by accommodation suppliers, where they are providing telephone, mini-bar, in-room movies, laundry and other facilities and services that can be charged to guest rooms. These are usually requested by the hotel at the time of check-in.

##### TOUR GEAR

All garments are made to order and it may not be possible to exchange items at a later date. If, due to your personal sizing limitations, tour gear and / or sizing and / or styles do not meet your personal expectations, WST cannot be held responsible. However in the past, by far the majority of our supporters have been most satisfied with the gear provided.

##### EVENT TICKETS

Please note WST cannot be held responsible where event ticket quality does not meet your personal expectations.

##### USE OF EVENT TICKETS

Event tickets on their own or as part of a package may not be resold at a premium, resold through a broker or agent, advertised or offered for resale on the internet or in any other medium. They cannot be used for advertising, promotion or other commercial purposes (including prizes, competitions or trade promotions) or to enhance the demand for other goods or services without the prior written permission of WST.

##### OUR SERVICES

The services that WST provide consist of arranging and coordinating travel, accommodation and event tickets, making bookings, and issuing appropriate tickets and vouchers.

##### OUR LIABILITY

WST is instrumental in bringing about a direct contractual relationship between you, the customer, and the "principal" (i.e. airlines, other transport operators, accommodation suppliers, event managers and other suppliers). We undertake to perform these services with reasonable skill and care. We will not be held liable for any loss, damage or claim arising from acts or defaults outside the control of WST, its employees or agents, including (but not limited to) the acts or defaults of actual travel, accommodation and event ticket suppliers. The Consumer Guarantees Act 1993 applies to services supplied by us except where they are (or held out as being) acquired for business purposes.

##### FORCE MAJEURE

If by means of any event of force majeure (which shall include terrorism, pandemic or any cause or event outside our control) we shall be delayed in or prevented from performing our obligations, then such delay or non-performance shall not be deemed a breach or entitle a damages claim. Our obligations shall be suspended whilst such event of force majeure continues.

##### TO BOOK ON OUR EMIRATES MELBOURNE CUP 2009 SPRING RACING CARNIVAL TOUR

To book, please send in the attached registration form with your non refundable deposit of \$500 per person to a Willimont Sports Travel office. You must read the "Booking Conditions", sign the registration form and date it. If you wish to discuss any aspect of the tours, contact one of our Tour Co-ordinators.

Alternatively bookings can be accepted via any TAANZ bonded travel agent or Air New Zealand Travel Centre.