Interislander - Packages Terms and Conditions

1. INTRODUCTION

1.1 These terms and conditions apply to “Packages” provided by KiwiRail Holdings Limited (“KiwiRail”) (“us”/ “we”/“our”) trading as Interislander, and other third-party providers of services (“Other Providers”).

1.2 The Packages are comprised of services provided by Interislander and Other Providers. The terms and conditions that apply to these Packages include:

(a) the terms and conditions set out in these Packages terms and conditions (“Packages Terms and Conditions”);

(b) the individual Package description and itinerary as set out on the Interislander website (“Itinerary”);

(c) the General Conditions of Carriage for Interislander (in relation to ferry passenger services provided by KiwiRail) (“Interislander”); and

(d) any terms and conditions of Other Providers that may apply (“Other Provider Terms”) (as described below).

(together the “Customer Terms and Conditions”).

Where there are any inconsistencies between the Customer Terms and Conditions, these Packages Terms and Conditions shall prevail except as otherwise specified.

2. PACKAGE SUPPLIERS

2.1 While Interislander is the main provider of the Packages, some or all services that are part of the Packages may be offered by Other Providers (including hotels, activity providers, transfer transportation and other independent parties) (“Third Party Services”) and Interislander may receive a commission from the Other Providers in respect of the Third Party Services. When you book a Package, we act as an agent for, and make arrangements with, Other Providers. This means the Third Party Services may be governed by separate terms and conditions of those Other Providers. Where this is the case, it will be stated on the Interislander website and the Other Provider Terms will be available to view on the GJNZ website. When you book your Package you will be deemed to have accepted the Other Provider Terms.

2.2 While we have taken steps to ensure that information provided by Other Providers, including the Other Provider Terms, is accurate and up-to-date, we make no guarantee, representation or undertaking, whether expressed or implied, in relation to, 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 Third Party Services by Other Providers.

2.3 Although great care is taken to choose the Other Providers, we are unable to directly control them and therefore we are not responsible for their acts or omissions. The Third Party Services are subject to the conditions imposed by Other Providers, and their liability may be limited by their tariffs, conditions of carriage, and any applicable international conventions and agreements. We accept no responsibility for the day-today provision of such Third Party Services and we accept no liability for any loss, damage, personal injury or illness which you may suffer whilst using the Third Party Services.

2.4 We have no control over Other Providers' facilities or services, 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.

2.5 Nothing in these Packages Terms and Conditions affects your rights under the Consumer Guarantees Act 1993. However, if you are purchasing any Packages for business purposes, you agree the Consumer Guarantees Act 1993 will not apply.

3. BOOKINGS

3.1 You can book a Package right up to the departure date subject to availability.

3.2 You must be at least 18 years of age to make a booking.

3.3 When you book a Package, you agree to the Customer Terms and Conditions.

3.4 If you make a booking on behalf of additional travellers, you confirm that you have appropriate authority to act on their behalf, and that you agree to the Customer Terms and Conditions and provide personal information under that authority.

3.5 You must provide the personal information requested when making a booking.

3.6 You must ensure that your details are correct and valid at the time of booking. We take no responsibility for any incorrect information.

3.7 Images displayed on the website or in promotional material are included as a guide only. Hotel room photographs are representative examples and rooms may vary from those shown. In the event the designated hotel is not available, alternative accommodation of an equivalent standard will be booked.

3.8 The advertised rate is per person (including GST, if any) and based on twin share occupancy where accommodation is involved, unless otherwise stated. Additional fees for extra travellers will be charged where applicable.

3.9 If you are arriving at your accommodation 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 unless otherwise advised. Thereafter, there is no guarantee that your accommodation will remain available.

3.10 The maximum number of people per room is stated in the Itinerary information during the booking
process.

4. BOOKING WITH AN AGENT

4.1 If you book your Package through a travel agent, then you acknowledge and agree that for your booking to be confirmed and maintained, we must have received payment for the Package in full from your travel agent. You agree that your travel agent is independent of Interislander and, unless expressly authorised by us in writing, we are not bound by or liable for anything affecting us that the travel agent may or may not do.

5. AGE RESTRICTIONS

5.1 Packages are only available to people 18 years and over.

6. INCLUSIONS

Packages

6.1 All inclusions are shown on the individual Package Itinerary, and may include travel by Interislander ferries, air conditioned buses, cruises and other ferries and intra-holiday flights (including light aircraft) as described in the respective Itinerary.

6.2 Interislander will not issue you a refund or credit, including any partial refund or credit, where you or any guest in your booking declines to participate in any activity, meal or any other component of the Package.

Hotel Accommodation

6.3 Prices are per person, based on two persons sharing a room with private bath or shower. Options available usually include the choice between two-bed rooms and rooms with one double bed. Special room requests (adjacent, connecting or lower-floor rooms, as examples) must be made at time of booking. Special room requests are not guaranteed and are subject to the discretion of the Other Provider.

6.4 Some Packages include accommodation with breakfast. This breakfast may be a full cooked breakfast, a continental breakfast or as otherwise stated on the Itinerary. Please check your Package inclusions at the time of booking.

6.5 Many hotels, lodges and luxury tented camps are 100% smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room may result in a fine or penalty.

6.6 In the event that the designated hotel is not available, we may substitute accommodation differing from that specified in the Itinerary. We try to use substitute accommodation of a similar standard.

6.7 Hotel frequent traveller programme points are not earned on hotel stays as part of the Packages.

6.8 Please note that hotel room sizes, standards, facilities and services provided may vary from region to region and are often local in style and may not have air-conditioning.

Self-Guided Packages

6.9 The Packages and third-party add-ons are self-guided and not accompanied by Interislander travel guides.

Meals

6.10 Some meals are included, as detailed on the Itinerary. Any special meal requirements, including allergies, must be provided at time of booking and are received on a request basis only. Interislander cannot give any assurance that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled.

6.11 The provision of meals by Interislander may be subject to additional terms and conditions as notified to you by Interislander prior to travel.

Sightseeing

6.12 Experiences, entrance fees and an English-speaking local guide (when required) are included as detailed in the Itinerary. Some included activities (marked on the Itinerary) require a signed liability waiver; participation in those activities is at your own risk. Guidebooks, maps and other souvenir items are not included unless specifically listed in the Itinerary.

Transfers

6.13 Transfers between airports, hotels, railway stations and piers are only included as indicated in the Itinerary. Transfers can be purchased at an additional cost in many destinations. There will be no refund for missed or unused transfers. It is your responsibility to update Interislander or the Other Provider with any changes to your schedule to ensure that you receive any transfers included as part of the Package. Failure to do so may result in missing these services and no refund shall be due for missed transfers resulting from your failure to provide updated information to Interislander or the Other Providers.

7. WEBSITE

7.1 We are not responsible for any interruptions (whether due to any breakdown, repair, upgrade or maintenance) to the Interislander website, any Other Provider website or the website of any booking agent. We are not responsible for 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 Packages. All information relating to Packages on the Interislander website is correct at the time of publication to the best of our knowledge.

8. PAYMENTS

8.1 Payment for all Packages must be made in full, at the time of 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 you have received your booking confirmation (as defined below). All prices are quoted in New Zealand (NZD) dollars and include Goods and Services Tax (GST) of 15% (if applicable).

8.2 A 1.75% fee will be applied to payments made by credit card.

8.3 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 Interislander website for your Package.

8.4 Once your payment is processed, your booking details will be sent to the Other Provider/s and a booking confirmation ("booking confirmation") will be sent to your registered e-mail address. The booking confirmation will need to be presented to all Other Providers during your Package journey.

8.5 Advertised rates are indicative and based on the level of demand. Packages are subject to availability.

8.6 All rates are subject to change until the Package is booked and paid for.

9. CHANGES/CANCELLATIONS

9.1 We reserve the right to modify, alter, or substitute all or any part of the service or product components of a Package at our discretion. In the event of such change, we will endeavour to provide the closest alternative service or product 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.

9.2 You have the right to cancel your Package with us at any point, however, the following cancellation charges may apply for Packages for 1-9 people:

- 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

9.3 For groups of 10 or more, the following cancellation charges may apply:

- 0 - 35 days before departure, 100% of Package cost
- 36 - 65 days before departure, 60% of Package cost
- 66+ days before departure, 20% of Package cost

9.4 If you wish to amend your Package after 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 booking may be required where there are non-refundable components of the Package. In these instances, should you change or cancel your booking for any reason, our cancellation charges will apply.

9.5 Other 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.

9.6 Where you seek a refund for a changed or cancelled Package for which payment has been made to any Other Provider, we will not provide a refund to you until we receive the funds from the Other Provider. In the event we are still holding funds, we can only provide you with a refund once we are authorised by the Other Provider to process your refund, subject to the Other Provider's change or cancellation policy, as set out in the Other Provider Terms.

Force Majeure Event

9.7 If Interislander cancels your Package due to a Force Majeure Event, a future travel credit ("FTC") to the value of funds paid to date, less any Other Providers costs incurred, will be provided. All FTCs will be valid for 24 months from the date of issue. Or you can request a full refund if you are unable to utilise the FTCs.

9.8 Where your Package is terminated mid-Package due to a Force Majeure Event, if we provide you with any alternative services or assistance (such as hotels or travel) then you agree to pay for these costs. In return, GJNZ will provide a pro-rated FTC for the unused portion of your trip, less any Other Provider costs incurred.

9.9 "**Force Majeure Event**" means an event or occurrence which is beyond a party's reasonable control including: (i) act of God; (ii) earthquake, flood, fire, storm and adverse weather conditions or natural events for which provision could not reasonably have been made; (iii) interruption or failure of any utility services, or unpredictable delays which could not reasonably be prevented in delivery of materials, equipment or services necessary for the compliance by that party with an obligation under this agreement; (iv) sabotage, riot, civil disturbance, explosion, terrorist acts, insurrection, epidemic, pandemic, national emergency (whether in fact or law) or act of war (whether declared or not); (v) act or omission of any authority, not directly or indirectly arising from any act or omission by that party, its agents, representatives or advisors; (vi) governmental restraint, sanction, expropriation, prohibition, intervention, direction or embargo; and (vii) strike, lockout, work stoppage or other labour hindrance.

Cancellation by GJNZ

9.10 If the cancellation of your Package by GJNZ is not due to a Force Majeure Event, GJNZ will provide an alternative comparable Package (if available). If an alternative is not available then a refund will be made. Where a Package is cancelled by GJNZ, other than as a result of a Force Majeure Event, during the course of the Package, GJNZ will pay a partial refund commensurate to the part of the Package not completed. GJNZ is not liable for any cancellation or change cost or penalties incurred on other travel arrangements including air travel that you or your party have made outside GJNZ, that may be affected by our cancellation.

Early return

9.11 Early return expenses are your responsibility. There is no refund for absence or early departures from a Package, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions.

10. INSURANCE

10.1 It is strongly recommended that you purchase comprehensive travel cancellation insurance to protect your holiday investment. Travel insurance benefits can include coverage for trip cancellation, early departures from a Package, 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.

11. LUGGAGE AND PERSONAL BELONGINGS

11.1 When you travel on a Package the luggage accepted and transported is subject to the following luggage policy and conditions and the applicable conditions in the General Conditions of Carriage

11.2 Your Package includes two checked piece of luggage per person with a maximum weight of 23kg. Maximum volume per bag is 200 linear centimetres (this is calculated by adding height + length + width together).

11.3 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, bus, car, plane or ship. All belongings are carried at the owner's own risk.

11.4 Oversized items will not be accepted when travelling on a Package, for example, sports equipment including bikes and bike trailers.

11.5 A maximum of one additional item of baggage per person can be purchased for $20 per piece.

12. LIABILITY

12.1 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 or in respect of our provision of Interislander services and in this case our liability does not extend to any indirect or consequential losses.

12.2 Our liability is further limited by the terms specified in the General Conditions of Carriage, and the liability of any Other Provider may be limited by their terms and conditions. Except as set out in these Packages Terms and Conditions, we will not be responsible if a Package or component of a Package is not available due to a Force Majeure Event.

12.3 This liability clause is subject to your rights under the Consumer Guarantees Act 1993 and nothing in the Customer Terms and Conditions is intended to limit any right you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

12.4 When you book a Package, you accept responsibility for the proper conduct of all members of your party during your travels with Us. We reserve the right at any time and at our discretion to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our Other Providers, may cause danger, upset, discomfort, disruption or distress to anyone else or damage to property. Full cancellation charges will apply and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) you may incur as a result of the travel arrangements being terminated.

12.5 You must immediately report any pre-existing damage in your room to accommodation staff and/or contact Interislander. If you damage the accommodation in which you are staying or any property while on the Package, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You agree to indemnify us for the full amount of any claim (including legal fees) made against us as a result of any damage caused by you. Criminal proceedings may be instigated.

13. SUPPLIER DEFAULT AND INSOLVENCY

13.1 Without limiting the clause above, in the event of an Other Provider being unable to provide you with the Third Party Service you have booked for any reason, including becoming insolvent or being placed under external administration, subject to your refund and remedy rights under the Consumer Guarantees Act 1993, we have no obligation to reimburse you for the cost of your Package, or for any loss or damage you may otherwise suffer as a result of any such failure.

14. MONIES NOT HELD ON TRUST

14.1 You agree and acknowledge that monies paid by you to us will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer monies. To the extent such monies relate to any Third Party Services, monies paid by you will be a debt due and payable to the Other Providers in accordance with the payment terms we have agreed with those Other Providers. Payment may be made to Other Providers before the relevant Third Party Services to which the monies relate are provided, however, in some cases, payment will be made to Other Providers after the Third Party Services have been provided. In the event that we hold the monies, we can only provide you with a refund once we are authorised by the Other Provider to process your refund, subject to that Other Provider's change or cancellation policy and the terms of the Customer Terms and Conditions.

15. DATA PROTECTION

15.1 We will only collect and use your personal information in accordance with the Privacy Act 2020 and Privacy Regulations . You agree to KiwiRail's Privacy Statement and agree that GJNZ will need to use personal information for you and the guests in your booking to process your Package. Personal information may include each guest's name, address, phone number, email address, and sensitive information such as health, medical, dietary, mobility, or other special requirements. We may need to provide personal information to contractors who provide services to or for us (including for the purposes of sending mail, providing marketing assistance) and the Other Providers. This may involve sending personal information (including sensitive information) to other countries that may not afford the same level of protection of personal information. In purchasing your Package, you consent to your personal information being passed to relevant third parties as set out above.

15.2 We may also use the personal information you provide us to review and improve the Packages and services that we offer (including as part of our complaints process and Package feedback), and to contact you (by post, email and/or telephone) about other Packages and services offered by GJNZ that you may be interested in (providing you have opted in to receive this information). You can update, delete, or request access to your personal information by email request to privacy@kiwirail.co.nz.

16. CHECKING YOUR TRAVEL ARRANGEMENTS

16.1 We have taken care in putting together the arrangements requested by you in regard to your Package. It is important that you check all of the documentation provided to you in relation to your Package to ensure that it fully meets with your requirements and to ensure that there have been no misunderstandings.

17. COMPLAINTS

17.1 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 email our customer support team at feedback@interislander.co.nz

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

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