

## BOOKIT SUPPLIER TERMS AND CONDITIONS

### BACKGROUND

BookIt Ltd has established an online booking system known as "BookIt" which fully automates the process of booking and paying for travel products and services. The Supplier wishes to provide a product or service to be available for Traveller's to book. This product may be made available either on the Supplier's own website or on any of BookIt's Reseller websites. This agreement sets out the terms and conditions between the parties for any bookings made using the BookIt system through any such channel.

### IT IS AGREED:

#### 1. PRODUCT/SERVICE

a. The Supplier shall provide the products and/or services as described by the information made available to BookIt by the Supplier and subsequently published by BookIt.

#### 2. INFORMATION AND PRODUCT DETAILS

a. The Supplier shall ensure that all information and product details that it publishes with BookIt shall be true and correct at any time.

b. Information shall be stated clearly and concisely and in a manner that is not misleading and deceptive.

c. BookIt reserves the right to clarify/amend or require the Supplier to make changes to such information so as to ensure that it is accurate in all respects.

#### 3. TRANSACTION CURRENCY AND GST

a. All transactions made by BookIt are in New Zealand dollars and are inclusive of the New Zealand Goods & Services Tax.

b. The Supplier shall state the validity period of their prices.

c. The Supplier shall provide valid retail or nett rates as required by BookIt.

d. The BookIt system allows Travellers to change the display currency of Products. The exchange rate is taken from the latest exchange rates provided by The Bank of New Zealand.

#### 4. AVAILABILITY OF PRODUCTS

a. The Supplier shall be able to select the number of items that the Supplier wishes to allocate to BookIt and shall be responsible for ensuring that items are available as stated on BookIt.

b. Where a Supplier has no availability for a particular item on BookIt, the Traveller will have the facility to request availability from the Supplier, via the system. The Supplier will then be required to confirm availability within 24 hours of receiving the request. BookIt will then email the Traveller with notification of availability.

c. In the event of overselling or a general failure to provide a product or service that has been confirmed by the Supplier under this Agreement it is the responsibility of the Supplier to arrange suitable alternatives and/or compensation for the Traveller.

#### 5. SECURE SUPPLIER ACCESS

a. The Supplier shall have access to its own administration site on BookIt to enable it to update business details, maintain allocations and rates, check bookings, check Traveller reports and check payments. To facilitate this, the Supplier will be given an individual login and password to access its administration site on BookIt.

b. Any changes made by the Supplier may be subject to approval by BookIt prior to publication.

#### 6. SALES VOUCHERS

a. The Supplier shall accept from the Traveller sales vouchers generated from BookIt as proof that the Traveller has purchased their product/service.

b. The Supplier shall receive an electronic copy of the sales voucher, via email, when notified of a confirmed booking. All subsequent changes thereto shall also be notified to the Supplier in the same manner.

#### 7. PAYMENT TO THE SUPPLIER

a. The sale of a Supplier's product/service shall be paid directly into the Supplier's nominated bank account less any commissions payable.

b. BookIt will make remittance within 24 hours of customer arrival unless otherwise arranged with the supplier.

c. The supplier agrees to notify BookIt of any change to bank account details.

#### 8. TRAVELLER AMENDMENTS AND CANCELLATIONS

a. Traveller amendments will be notified to the Supplier within 24 hours of being requested by the Traveller and any fees incurred will be as per the cancellation policy loaded in the BookIt system.

b. BookIt reserves the right to charge an amendment and/or cancellation fee as required to recover any merchant costs or other related costs associated with the amendment or cancellation.

#### 9. TRAVELLER INFORMATION

a. The Supplier will receive the first and second names of a Traveller and the details (dates and times, components selected etc) of the booking.

b. The Supplier shall treat all such Traveller details as strictly confidential and any information regarding that Traveller shall not be disclosed to any third parties except BookIt or their own website administrator.

#### 10. TRAVELLER REVIEWS

a. Following the use of the product or service, all Traveller's will be sent an email requesting them to complete a

short, on-line questionnaire about their visitor experience, including satisfaction ratings and open comments relating to all aspects of the Supplier's service.

b. Such Traveller reviews and satisfaction ratings will first be sent to BookIt and the Supplier. The Supplier will have the facility to choose which of the reviews it wishes to "Publish" as part of their product information.

c. Following authorisation by BookIt satisfaction ratings and comments will be published on BookIt where other users will be able to view them. Such Traveller satisfaction ratings on a Supplier's product or service will be an average of all ratings submitted by Traveller's. The Supplier will not be able to omit individual Traveller ratings.

d. At all times the Traveller remains anonymous, unless they voluntarily wish to have their name published alongside their review.

e. Travellers reviews may be made available to any agent or reseller involved with the booking unless otherwise agreed to between the Supplier and BookIt.

#### 11. INTELLECTUAL PROPERTY

a. It is acknowledged that the booking system is the property of BookIt and that all intellectual property rights including copyright, confidential information and identifying trademarks or marks are the property of BookIt.

#### 12. GENERAL CONDITIONS

a. Neither party shall assign its rights under this agreement without the prior written consent of the other party.

c. Any subsequent written variation signed by both parties may be added to and shall therefore form part of this agreement.

d. Neither party shall be liable for failure to perform its obligations if the failure results from force majeure, act of god, fire, explosion, industrial dispute, act of government such as change in legislation, regulation or order made under legislative authority or anything beyond the party's control.

e. BookIt will not be liable for indirect, special or consequential damages for any loss of revenue, profits, or data arising in connection with this Agreement, even if BookIt has been advised of the possibility of such damages. Further, aggregate liability arising with respect to this Agreement will not exceed the total Fees paid or payable to Supplier pursuant to this Agreement.

f. This agreement is made in New Zealand and its construction, validity and performance shall be determined under New Zealand law. Any dispute which is to be litigated shall be submitted to a New Zealand court.