



## Terms and Conditions

Please read these Terms and Conditions carefully as they incorporate the basis upon which bookings are accepted by Fathom Asia. By paying your deposit/full payment, you will be deemed to have understood and accepted these Terms and Conditions. Note that the conditions on any invoice, flyer, website or electronic product are to be read in conjunction with these Terms & Conditions.

## Responsibility

Fathom Asia is simply an intermediary between the Suppliers and the public. We do not own or operate any of, hotels, excursions, tours, transportation providers, airlines, travel protection companies, attractions, or other travel-related Suppliers who provide goods or services for the Passenger(s)' trip. Passenger(s) acknowledge and agree that Fathom Asia shall not be responsible for any loss, damage, delay, inconvenience or injury to Passenger(s) or group members as a result of a breach of contract, act or omission whether wilful or negligent, criminal or otherwise of any person other than Orton International or its direct employees, including but not limited to these Suppliers, their employees, agents, servants, or representatives.

Suppliers reserve the right to deviate from the direct, customary and/or scheduled route or itinerary for any reason, without limitation and without notice. Passenger(s) acknowledge and agree that we are not responsible for Supplier deviations, delays, cancellations, mandated overnight stays, missed connections or any other condition beyond its control. Fathom Asia is not liable for any loss due to Passenger's gambling and is not responsible for any purchases made while on the trip.

We recommend that all Passengers be in good physical and mental health and have medical approval to travel. Any physical disabilities must be reported to at the time of reservation upon initial booking so we can contact the Suppliers to investigate amenities and/or special accommodations offered. Passenger is required to provide his or her own personal or individually prescribed devices such as wheelchairs, walkers, or similar devices. If more than minor assistance is needed, Suppliers may require that the Passenger be accompanied by a companion who is capable of, and responsible for, providing such assistance. Suppliers often reserve the right to reject Passengers whose mental or physical condition may interfere with the itinerary. Passenger(s) acknowledge and agree that we shall be held harmless for any and all claims relating to Supplier rejection relating to mental or physical condition.

While Fathom Asia prides itself on selecting top quality Suppliers, no undertaking, guarantee or warranty is given or shall be implied as to the fitness or condition of the Supplier's accommodations, transportation, or any food, drink, medicine, or provisions supplied. Passenger(s) acknowledge and agree that Fathom Asia shall not be responsible for refunding, either fully or partially, any amounts paid due to unsatisfactory services from any supplier. In no event shall Fathom Asia be liable for any accident which occurs in hotels, in resorts, on airplanes/in airports, on buses/in bus stations, on trains/in train stations, or during any mode of transportation encountered during the trip, resulting from equipment or any other cause. The Passenger admits a full understanding of the nature and character of the mode of transport and assumes all risks of travel, transportation and handling of passengers and baggage.

### Force majeure:

Fathom Asia does not accept any liability of whatever nature for the acts, omissions, or default, whether negligent or otherwise, of companies/persons providing services in connection with your booking pursuant to a contract between them and yourselves and over whom we have no direct and exclusive control.

We do not accept liability in contract or in tort (actionable wrong) of any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by force majeure or other events which are beyond our control or which are not preventable by reasonable diligence on our part including but not limited to war, civil disturbance, fire, floods, unusually severe weather, acts of God, acts of Government or of any other authorities, accidents to or failure of machinery or equipment or industrial action (whether or not involving our employees and even though such action may be settled by acceding to the demands of a labour group).



If travel restrictions are in place due to Covid-19 or any other such pandemic, we will try our utmost to get a refund from the supplier(s) of booked service(s). This though is at the total discretion of the service provider. If a refund is approved, we will refund you in full the NZ\$ amount received by our bank less all bank charges (foreign currency will be converted into NZ\$ using the banks exchange rate on the day the money has been received) less an administration fee of NZ\$100 per person.

The supplier(s)/ Orton International reserves the right to offer as a credit the value of the service(s) booked and not a refund.

## Prices

All prices quoted by Fathom Asia are per person and in New Zealand dollars (unless otherwise specified), inclusive of New Zealand GST where applicable and are current at time of publication. Prices are inclusive of all applicable government taxes and charges, but they do not include any foreign taxes or other charges that may be subsequently imposed by third parties. Prices should be treated as a guide only and may vary due to changes in government taxes or other charges, or due to fluctuations in foreign exchange rates. Please check all prices and information with your Fathom Asia consultant.

Where currency exchange rate fluctuations occur or any other increases in the price of services provided which are beyond the control of us, then we reserve the right to adjust package prices accordingly, up to and including the day of departure of your itinerary, even though the balance of payment may have been made. Acceptance of this arrangement is a condition of booking.

Fathom Asia is a travel wholesaler and is not a primary ticket agent. Our advertised ticket and package prices include the base supply cost of the products and all fees charged to and by Fathom Asia to supply those packages. All prices are inclusive of GST. All prices are subject to change upon any changes of such taxes.

In the case of bookings with an Event ticket any amount above the face value printed on tickets reflects additional costs such as fees charged to us for securing seats and pre-sale access amongst other things. Such amounts vary from time to time based on market factors relating to the particular event and date(s) on offer.

For certain events, tickets are sourced and bought from specialised ticket agents that act in the secondary ticket market place. Prices of tickets sold by such agents in this market more often than not will be higher than the price printed on the ticket. Ticket prices in this market are determined by popularity of the event and demand and supply.

We will always do our utmost to supply you with a choice of tickets and at all times you will be supplied with all relevant details and prices so that you can make an informed decision prior to making a booking.

## Payment

All payments including deposits, stage payments and balance payments are non-refundable.

Our Payment Terms for Packages are provided in full on all quotes/bookings and may vary from product to product. In general they are:

Days from Event: 120+ | 50% due at the time of booking | Balance due 90 days prior to event date.

Days from Event: within 90 | Full payment at the time of booking

If any monies remain outstanding from the quoted payment date (varies between products) Fathom Asia will be under no obligation to release tickets, allocations, tour material or merchandise and we reserve the right to release the package to the market and resell if it is able to do so.

### Car Rental & Motorhomes:

Non-refundable deposit of NZ\$50 per booking at the time booking. Balance due 14 days prior to commencement of first booked service.

## Cancellations



Notice of cancellation is required via email.

Upon making the booking, Passenger(s) hereby accept & acknowledge liability for all cancellation fees imposed by Fathom Asia and the supplier

Cancellation notifications received before final payment is due are subject to a cancellation fee equal to the deposit payments. Cancellations received after final payment is due are subject to a cancellation fee equal to 100% of package amount. All travel documents, if issued, must be returned to us prior to any refund being issued. Refunds shall not be given for unused travel services or any portion thereof. If cancellation by one or more travellers alters the room requirements of the remaining travellers, travellers still traveling may be required to pay a revised rate. Unless otherwise stated in the purchase order, group bookings are 100% non-cancellable and non-refundable.

In the unlikely event that the event is cancelled outside our control we will endeavour to secure refunds from our suppliers however this cannot be guaranteed. If such refund is forthcoming, the supplier or Fathom Asia reserves the right to issue a credit note. Also see our force majeure clause below.

We highly recommend that you purchase an adequate independent travel insurance policy covering yourself and any other guests on your itinerary.

Cancellation by third party:

Events may be cancelled or postponed by the promoter, team, performer, venue or Government for a variety of reasons, usually unknown or unpredictable. In this event we will not be responsible for any such cancellations or postponements and our force majeure provisions will apply.

In the case that the event is rescheduled the venue or promoter may set independent refund terms and conditions. Under such circumstances we will provide you with the opportunity to either retain your booking or voluntarily cancel it according to these terms and conditions.

Charges imposed by our suppliers:

If you need to change any accommodation you have booked, we will do our best to help. Where permitted by our suppliers, changes to accommodation can sometimes be made for an amendment fee, although changes close to your arrival date may not be possible. Please note, in some cases we negotiate special offer rates with our accommodation providers, and such rates may not allow changes to accommodation once booked – any such changes will incur up to 100% charges.

If you cancel or amend your booking the supplier(s) may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must Fathom Asia the cancellation or amendment charge stated below.

SERVICE	CHARGE
Cancellation	Supplier charge + NZ\$150 per person
Amendment	Supplier charge + NZ\$75 per person

Cancellation Charges: for Packages only.

Amount of cancellation charges shown as percentage of the booking price

More than 120 Days: Loss of deposit (50%) plus full ticket price

119 days or less: 100%

100% cancellation fee at all times on a ticket only sale.

If specific services go unused, there are no refunds, exchanges or credits. Travel services and event tickets are strictly non-transferrable. We do not itemise inclusive packages or tours for the purposes of purchase or refund/cancellation.



No refunds shall be offered, where a Travel Package or Tour is deemed to have begun, where the customer has embarked on the trip or where the customer has agreed to a non-refundable deposit in accordance with their specific package terms and Conditions.

### **Amendments**

Changes to already confirmed and invoiced bookings will only be accepted on a case by case basis subject to our discretion. Bookings may be upgraded in value, subject to availability but not downgraded in value. If upgrading a booking you will be invoiced for any difference in price.

Some services and tickets cannot be changed once booked. If an amendment is possible, a fee of NZ\$75 per person, per instance will be applied plus any charges made by suppliers or service providers. Each time an amendment is made this fee will apply in addition to any changes by suppliers.

If travel documents are already issued and changes are made, an additional fee of NZ\$75 per instance will be made to reissue your travel documents making a total of NZ\$150 per instance. Amendment fees are applied to cover the Time and work involved in reissuing documents and the administration in updating bookings and services with our suppliers.

Amendment fees, like booking fees are non-refundable because they are administration fees for work already done On file.

### **Booking inclusions**

The booking inclusions are outlined within your booking confirmation or invoice. Only the services specified within these documents are to be provided. The conditions as outlined on the confirmation invoice may override some of the standard terms and conditions within this document. If they are not specified or itemised this standard document applies.

### **Travel agents**

If you are a registered Travel Agent and making a booking on behalf of a traveller or group of travellers, we require all traveller's details including names, emails and phone numbers.

We reserve the right to charge name change fees and pass on name change fees from suppliers and service providers if names are provided incorrectly or changed.

We require all travellers contact details to ensure important information about the booking and services provided to the traveller. If traveller's details are not provided, the Travel Agent (you) accept full responsibility for the transfer of information and we cannot be held liable for any miscommunication that may occur and subsequent incidentals or expenses incurred. If there is a miscommunication, there are no refunds, exchanges or credits. With international events, important information can be passing hands 24/7 and overnight, unless you have a 24-hour reliable contact number, providing traveller details will ensure your customer experience is enjoyable and problem free. These details will not be used by us for any marketing activities.

### **Passports, visas and vaccinations**

All travellers are responsible for ensuring they have the appropriate passport, visas, permits and entry certificates, including health and vaccination certificates to enter the countries which you will be visiting during your trip. This may also apply to re-entry to your country of origin or residence. Your passport must be valid for 6 months beyond the duration of the trip. Fathom Asia cannot be held liable if you are refused entry, deported or are unable to use travel services due to ineligible passports or visas.

If you are unsure of your visa requirements please check the Smart Traveller website for assistance.



Please check with your doctor before travelling if you require any specific vaccinations for the countries you will visit during your trip or if you have any medical requirements to consider. Government web sites will have all vaccine requirements listed – make sure you also recheck these closer to travel allowing enough time to get any required vaccination. We cannot be held liable

### **Travel documents**

Your travel documents will contain items and information related to the services booked (e.g. hotel check-in information, event tickets, merchandise, flights tickets etc.)

Travel documents can be provided by any of the following methods.

Emailed, sent by post or courier, pick-up from a ticket collection centre, pick-up from your hotel on check-in.

We reserve the right to alter the travel document delivery procedure at any time. We will ensure that you receive all of the applicable items and information in time for you to use the services booked, including event tickets.

We will try our utmost to get documents out well in advance of your trip. However, in some instances and due to embargo on ticket issue, you may not get your tickets even as late as 24 hours before the booked Event date.

We triple-check the contents of your travel documents and it is your responsibility to ensure the items are kept safe and secure. Please though ensure that you check them also immediately upon receiving them and advise us immediately if there are any errors.

If items, such as event tickets are lost, replacement fees may apply. For some events, tickets cannot be replaced and may need to be re-purchased at your expense, if available. If upon receiving your travel documents you require further information, please get in touch with our office as soon as possible. We cannot assist during or after an event.

For last minute bookings, a last-minute delivery procedure will be discussed with you on booking. Late booking fees and courier costs may apply.

Travel documents are non-transferrable.

### **Limitation of Liability**

Without limitation, Passenger(s) assume the risk of, and agree that Fathom Asia is not liable for any damages arising from or related to any act of God or public enemies, arrest, restraints of any government or rulers of people, piracy, war, revolution, extortion, terrorist activity, threatened or actual rebellion, political upheaval, civil unrest, riots, fire, lockouts, explosion, collision, weather conditions, dangers incident to the sea, mechanical or construction failures or difficulties, diseases, local laws, abnormal conditions or developments, closure of airports/seaports/hotels/train stations, carrier or supplier logistical problems, computer problems stranding, food or water poisoning, illness, theft, accident to or from machinery, boilers, or latent defects even though existing at commencement of the trip or lost/damaged/delayed luggage.

### **Complaints**

If you have a complaint when travelling, we recommend contacting the supplier or service provider to resolve the issue, so that they can attempt to rectify the matter on the spot. For example, if you have a complaint about a hotel room, please contact reception or the Duty Manager to resolve that matter in a timely manner. If the service provider does not adequately resolve the issue, we are happy to step in to assist. In this instance, please contact our office as soon as possible. If a complaint is made during your trip, we may be able to help by liaising with the service provider directly at the time. We cannot retroactively fix any issues, so it's important to let us know at the time, so we have a chance to assist you and that the service provider is made aware of your dissatisfaction or complaint.



---

We will not provide any refund for dissatisfaction, change of mind, inadequate service or issues in relation to the services provided. However, we want to ensure you that have a comfortable and enjoyable experience, so if you are at all dissatisfied during your trip please let us know, as we will endeavour to make things right and will work directly with the service provider to come to a resolution for you if need be.

If satisfaction is not reached through these means at the time, any further complaint should be put in writing to us within 14 days after the service has ended and we will seek a resolution from the service provider. In this instance there are no guarantees or promises, but we will do our best to ensure you are a satisfied and content traveller.

#### **Applicable law**

The laws of New Zealand govern these Booking Conditions to the fullest extent allowable.

#### **Registered address and contact details**

Fathom Asia  
137 Sunnybrae Road, Hillcrest, Auckland 0629 | +64 9 444 2298 | [reservations@fathomasia.co.nz](mailto:reservations@fathomasia.co.nz)

---