



TERMS & CONDITIONS

Please read the following Terms and Conditions carefully before purchasing an 'Off the Bench' package. By placing a booking with OneNineFive for RWC 2019, you agree to be bound by each of the provisions of these Terms and Conditions.

References to "Off the Bench" or "OneNineFive", "us", "we", and "our" are to OneNineFive Limited, and references to "you" are to you as the customer that purchases (or otherwise obtains) a travel package from OneNineFive. References to "tour" is our group of Customers utilising their "Off the Bench" Tour packages at RWC 2019.

1. BOOKING CONDITIONS

1.1 You must at least 18 years old to purchase an 'Off the Bench' Package.

1.2 Lead booker: If you are making a booking for more than one person, the person submitting the online booking or who signs the booking form is the "lead booker". The lead booker is responsible for:

- Making full payment on the price of the package(s) purchased, including any insurance premiums and cancellation or amendment charges; and
- Keeping all other people for whom the booking is made fully informed, as all documents and information regarding the package will be sent to the lead booker.

1.3 Insurance: You must purchase adequate travel insurance for you and all other members of your party at the time of purchasing your package. Refer clause 14 – Insurance.

1.4 Consent to photos: Photographers and film makers may be in attendance on tour and may capture your image. It is a condition of purchase of an Off the Bench Package that you consent to use of your image and likeness by us for whatever purpose we see fit, including marketing our services in brochures and/or any website. If you do not wish to provide your consent under this clause 1.4, you must advise us prior to the travel date.

2. PRICES

2.1 All prices are stated in New Zealand Dollars per person (accommodation is on a "twin-share" basis), and includes any applicable taxes.

2.2 Prices are based on payment by internet banking or cheque. Purchases using credit card will incur a credit card service charge (outlined in 3.4 below) which is not included in the package price.

2.3 Please note that for contractual reasons, the package price cannot be itemised. The package price only includes the services specified in your itinerary. Any personal incidental costs incurred during travel are excluded.

2.4 Each amendment made to the booking will incur an amendment fee of \$150 per amendment per person, in addition to any fees charged by suppliers. No changes are permitted within 14 days of the relevant travel date.

2.5 Prices are based on supplier costs, exchange rates, taxes, levies, and surcharges at the time of publication. Prices are subject to change due to currency fluctuations, inflation and/or increase in supplier costs and regulatory charges/taxes at any time until full payment is received.

2.6 Foreign Currency (FX) – Where exchange rate fluctuations occur or any other increases in the price of services provided which are beyond the control of OneNineFive, then OneNineFive reserves 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.

3. DEPOSIT AND PAYMENT

3.1 Our contract with you begins upon our receipt of deposit and/or full payment by you. All payments received for RWC 2019 packages are non-refundable. Please refer clause 18 - Insurance. After placing a booking, you will receive:

3.1.1 A booking confirmation which details the inclusions of the package(s) purchased; and

3.1.2 The applicable invoice and/or receipt.

These should be checked carefully, and if any details are incorrect you must inform us within five working days.

3.2 Payment terms for our 'Off the Bench' packages are on a staged payment basis as follows:

Booking on or after August 1, 2018, and on or before February 1, 2019:

- 30% due within 7 days of booking
- 20% due by October 1, 2018 - 20% due by February 1, 2019 - 30% due by May 1, 2019 (final payment for all services)

Booking on or after February 1, 2019, and on or before April 30, 2019:

- 70% due within 7 days of booking
- 30% due by May 1, 2019 (final payment for all services)

Booking on or after May 1, 2019:

- 100% due within 7 days of booking (final payment for all services)

3.3 Full payment for airfares quoted outside of group allocations is due at the time of booking.

3.4 Payments can be made by online bank transfer, cheque, Visa, or Mastercard,. Please note that a credit card administration fee incorporating the card provider's service charge at the time will be incurred for any credit card payments made.

3.5 If you pay by internet banking, please quote your booking reference and surname or invoice number to enable us to allocate your payment correctly.

3.6 Payment by cheque will be accepted if the cheque is drawn on a New Zealand bank account.

3.7 If we have not received payments within the timeframes outlined above, we reserve the right to cancel your booking and levy a cancellation charge as outlined in the CANCELLATION section below.

4. CANCELLATION

4.1 All cancellations must be advised in writing by email to offthebench@oneninefive.com from the lead booker, and are only effective from the date they are received by our office.

4.2 In the event of cancellation, all payments received are non-refundable.

4.3 OneNineFive or its third party reserve the right either before or during the tour to refuse to carry or accommodate any customers which it reasonably considers, in the light of the best interests of all participants in the tour, to be disruptive to the tour or the enjoyment, comfort or safety of other customers or our staff (whether because under the influence of alcohol, narcotics or otherwise).

5. UNUSED SERVICES

5.1 Refunds will not be provided where due to illness or personal choice you do not utilise part of or all of the package services.

6. CHANGES BY US

6.1 Because the 'Off the Bench' tour is planned well in advance of the Tournament, we may occasionally need to make changes to the itinerary and services. We reserve the right to make changes to the itinerary of your package at any time.

6.2 We will advise you of changes at the earliest possible date.

6.3 Some suppliers of the services included in your package reserve the right to cancel or amend the services they provide. As such, OneNineFive will use reasonable endeavours to provide alternative services, however we cannot be held responsible for any such changes imposed by the supplier.

7. TOUR GROUP SIZES

7.1 Prices and arrangements have been made based on minimum group sizes for a tour.

7.2 In the event that minimum tour numbers are not met, we reserve the right to cancel the tour.

7.3 Should we choose to cancel the tour we will advise you in writing, and we will issue you with your non-refundable RWC 2019 match tickets and the accommodation entitlement. Other than this, we shall have no further liability to you.

8. FLIGHTS AND OTHER TRAVEL

8.1 Your Off the Bench package is a "land only" package and does not include airline flights. Our partner All Blacks Tours have group flight bookings to and from Japan around the dates of RWC 2019 and will be happy to assist you with your flight bookings for an applicable booking fee. Alternatively, if you have specific customised travel requirements (eg extensions or onward travel), please speak to us at OneNineFive.

Any flight bookings made with All Blacks Tours or OneNineFive are subject to the terms outlined in 8.2 to 8.9.

8.2 As airlines reserve the right to alter schedules, OneNineFive or its partner All Blacks Tours cannot be held responsible when confirmed flights are subsequently changed or cancelled. Once issued, airline tickets are non-refundable and non-transferable. Please refer to the airline fare rules and conditions of carriage.

8.3 Domestic connections from main centres (Auckland, Wellington, Christchurch) will be specified if available. Add-on fares from other domestic points within New Zealand are available at extra cost.

8.4 All taxes and fees associated with airfares booked (including fuel surcharges, departure taxes and government levies) are subject to change without notice.

8.5 Subject to availability and payment of the additional specified price, you may upgrade your flights. If flight upgrade payments are non-refundable All Blacks Tours or OneNineFive will notify you of this beforehand and as such if you cancel a package that includes an upgraded flight you will not be reimbursed for these payments.

8.6 Earning Airpoints/Status points may be available on your booked flights. Please check at the time of booking.

8.7 All travel booked as part of a RWC 2019 package will be subject to the relevant travel provider's conditions of carriage in force from time to time. We shall not be liable for any breaches by you of the conditions of carriage and any subsequent refusal of the airline to allow you to travel.

8.8 You must arrive prior to the check in and boarding times specified by the relevant airline or other travel service providers. We are unable to delay departure times and therefore will not be liable should you miss a departure time. We shall not be required to hold up a flight (or other travel service) to wait for you or to provide a seat on any other flight (or other travel service) if you do not arrive on time and miss the departure.

8.9 All journey times are approximate. We shall not be responsible for delays or cancellation caused by reasons outside of its direct control.

9. ACCOMMODATION

9.1 While we will use best endeavours to secure your preferred room configuration and hotel option, we are unable to guarantee these requests due to limitations on the number and types of rooms/hotels available.

9.2 Hotel and facility descriptions on websites and other publications are based on current hotel guides and information provided by suppliers and may change at any time. Pictures may not show the particular room, décor, view, or other specifications included in your booking.

9.3 Bonds or credit card imprints may be required by hotels. These are usually requested by the hotel at the time of check-in.

9.4 OneNineFive will not be responsible and you shall indemnify us for any costs charged by hotels due to damage caused by you, or for the return of any part of a bond payment.

9.5 All accommodation shall be subject to the accommodation provider's terms of occupancy in force from time to time. We shall not be responsible for any breaches by you of the terms of occupancy and any subsequent refusal of the accommodation provider to accommodate you.

9.6 The accommodation as part of the 'Off the Bench' package does not include any room service, mini bar purchases, internet access, telephone charges, pay-tv services, parking, portage, food or beverages or any other service charges. You will need to settle your accounts with the relevant accommodation provider for any additional service charges prior upon checking out.

10. MATCH TICKETS – PLEASE ALSO REFER TO RUGBY WORLD CUP 2019 TICKET TERMS AND CONDITIONS

10.1 All match tickets included in your package are officially supplied by the organisers of Rugby World Cup 2019, for which an administration fee is paid. This is included in the price of your package. You, in purchasing a RWC2019 package, formally accept and agree to be bound by (and to comply with) the [Rugby World Cup 2019 Ticket Terms and Conditions](#). Rugby World Cup 2019 Ticket Terms and Conditions are attached to these terms and conditions.

10.2 Any breach of the Rugby World Cup 2019 Ticket Terms and Conditions (including, for the avoidance of doubt, the prohibitions on resale, transfer and commercial use) may result in the cancellation of the relevant tickets. If we are made aware of any prohibited use of your match tickets in breach of, we reserve the right to cancel your tickets and we may refuse to transfer your booking.

10.3 We will distribute your tickets to you in a manner that we deem most appropriate. We will let you know which method of distribution we intend to use prior to departure, but reserve the right to amend this at any time. Once distributed tickets are your responsibility and cannot be replaced.

10.4 Please note that OneNineFive cannot be held responsible where the position or perceived quality of your seat at the match does not meet your personal expectations.

10.5 If you would like your ticket seating allocation to be "linked" to other customers, please speak to one of our team. While we will try to allocate match seats for linked bookings together, this will be dependent on the ticket allocations we receive and cannot be guaranteed.

11. ITINERARIES

11.1 The Rugby World Cup 2019 fixtures and itineraries shown on authorised websites and any other official published materials are deemed to be correct at the time of publication. If the match schedules are changed due to circumstances beyond the control of OneNineFive, the supporter package inclusions and pricing may have to be altered.

12. OUR RESPONSIBILITIES

12.1 The services that we supply consist solely of:

- Arranging and coordinating travel, accommodation, match tickets and events on your behalf;
- Making bookings and issuing tickets and vouchers to customers for the provision of services and facilities by suppliers.

12.2 We act as agent only and do not provide any accommodation and travel services which form part of a RWC2019 package. The agreement for any accommodation or travel services booked as part of your package is with the relevant service provider and upon the terms and conditions applied by them. To the extent permitted by law, neither OneNineFive, nor any of its related body corporate, directors, employees or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom it has no direct control.

12.3 You agree that your sole recourse with respect to services provided by a supplier shall be directly against the supplier concerned.

13. DOCUMENTATION

13.1 Please check all of the confirmation letters and documentation distributed to you in relation to your travel and accommodation to ensure it fully meets your requirements. You must bring any errors to our attention at least 14 days before your travel date or we cannot guarantee the errors will be corrected to your satisfaction. OneNineFive will not accept responsibility for any documents subsequently altered without our consent.

14. PASSPORT AND VISA REQUIREMENTS

14.1 You will need a current passport that must be valid for at least six months after your return to New Zealand.

14.2 You must check passport, visa, immigration, health, and customs regulations and requirements well in advance. It is your responsibility to ensure you have the correct documentation to allow your entry overseas and/or return to New Zealand.

14.3 Official travel advice issued by the New Zealand Ministry of Foreign Affairs and Trade is available by visiting their website at www.safetravel.govt.nz. We recommend that you review this information both prior to making your booking and prior to departure.

15. INSURANCE

15.1 It is a condition of purchasing an 'Off the Bench' package that you have adequate travel insurance for you and all others members of your party.

15.2 During the booking process OneNineFive can provide you with details of our recommended insurance provider. Alternatively you can arrange your own travel insurance cover.

15.3 If you are ordinarily resident in New Zealand, any personal injury you suffer while overseas is likely to be covered by the Accident Compensation Act 2001. To the extent permitted by law, OneNineFive will not be responsible for any personal injury you suffer during your travels.

16. FORCE MAJEURE

16.1 If we are delayed in or prevented from performing our obligations due to an event of force majeure (including, but not limited to, natural disasters, terrorism, war or riots, closed or congested airports, or technical problems), then such delay or non-performance shall not be deemed a breach or entitle a claim for injury, damage, loss, delay, additional expenses or inconvenience. Further, we shall not be liable for any injury, damage, loss, delay, additional expenses or inconvenience as a result of any postponement, re-arrangement or cancellation of RWC 2019, Matches or the amendment of Match times and dates or the playing of extra time.

16.2 Our obligations shall be suspended while such event of force majeure continues.

17. LIMITATION OF LIABILITY

17.1 Except as required by law (and to the minimum extent required by law), neither party shall be liable to the other for any indirect or consequential losses, costs or damages that arise out of or that are in connection with any duty or obligation under these terms and conditions or any duty or obligation at law.

17.2 To the extent that we have any liability to you under these terms and conditions or at law, that liability shall be capped to the amount that you have paid or is payable to us in accordance with these terms and conditions

18. PRIVACY

18.1 Our collection, storage, and use of your personal information is subject to all applicable laws, including the Privacy Act 1993 (New Zealand).

18.2 You have the right to access your personal information recorded by us and to have it updated and corrected as necessary by contacting one of our travel agents.

19. CONSUMER GUARANTEES ACT

19.1 Unless clause 18.2 applies, the Consumer Guarantees Act 1993 applies to the services we provide and nothing in these terms and conditions is intended to contract out of or limit the application of the Consumer Guarantees Act 1993.

19.2 If you are entering into this Agreement in trade (as that term is defined under the Consumer Guarantees Act 1993), then we each confirm, acknowledge and agree that the goods and services are supplied to you and acquired by you in trade for a business purpose, and that the statutory guarantees and implied terms, covenants and conditions contained in the Consumer Guarantees Act 1993 are excluded to the fullest extent permitted at law, and do not apply.

20. ACCURACY

20.1 All reasonable care has been taken to ensure the accuracy of information on the website and other published material - however, prices and services offered are subject to change.

21. GOVERNING LAW

21.1 These terms and conditions are governed by New Zealand law and the courts of New Zealand shall have exclusive jurisdiction to settle any dispute which may arise from these terms and conditions.