

TERMS AND CONDITIONS

This agreement is made between Club Tourism Publishing ("CTP") trading as AA Tourism, and the Supplier.

BACKGROUND

1. CTP owns and operates the website <http://www.aatravel.co.nz> ("Website"). The Website is accessible to the general public via the internet.
2. As part of the features of the Website, CTP operates a non-exclusive online booking system to promote and sell accommodation and related services online.
3. The information on the Website can be made available to the general public through AA Centres around New Zealand and through various other third party websites.
4. The Supplier is in the business of providing accommodation and related services within New Zealand and has requested access to the Website to promote its accommodation and upload current rates / tariffs as well as availability of inventory.
5. CTP has agreed to provide the Supplier with access to the Website, the AA Centres and third party websites as selected by the Supplier and in accordance with these Terms and Conditions.

ACCESS BY SUPPLIER

6. CTP will provide the Supplier with login details for the Website as well as instructions on how to upload and manage information to and from the Website.
7. CTP will create a specific webpage for the Supplier and the login details provided to the Supplier will apply specifically to this webpage unless otherwise agreed in writing.
8. The Supplier will ensure the security of any login and password details issued by CTP. CTP takes no responsibility for any direct or indirect loss or damage connected with unauthorised use of the Supplier's login or password.
9. CTP reserves the unfettered right at any time to revoke a Supplier's access to the Website. CTP shall not be obliged to give any reason. CTP reserves the right to remove or edit information entered by the Supplier that CTP considers unsuitable, misleading, out of date or inappropriate but will notify the Supplier of the removal or edit.
10. CTP will take reasonable steps to ensure the security of the Website.

TERMINATION

11. Either party may terminate this agreement at any time by giving one month's written notice to the other party.
12. Upon termination of this agreement, the Supplier will return any logon and password details to CTP and will return or destroy (as directed by CTP) any material relating to the Website except for material the Supplier is legally required to retain for its records.

SUPPLIER OBLIGATIONS

13. The Supplier will honour all bookings made pursuant to this agreement at the advertised rate.
14. The Supplier will ensure that all customer complaints are dealt with efficiently and appropriately. Any complaint which relates specifically to the Website is to be referred to CTP.
15. The Supplier warrants that all material it uploads to the Website will be accurate in all detail (including availability and rates) and will not breach any intellectual property rights of any party, nor will it breach any applicable legislative provisions including the Fair Trading Act 1987. The Supplier will regularly update its information on the Website.
16. The Supplier will ensure that any information uploaded to the Website is secure and will not cause any damage to the Website.

OTHER DISTRIBUTION CHANNELS

17. If the Supplier elects to have inventory available on the AA Centre booking system, affiliate websites and is a participator in the AA Smartfuel programme, the supplier consents to CTP making information uploaded by the supplier available to these channels.
18. The Supplier acknowledges that commission will be payable by the Supplier on all inventory booked through AA Centres, affiliate websites and bookings through the AA Smartfuel programme as set out more fully below.

PAYMENT BY SUPPLIER

19. In respect of any booking on the Website, the Supplier will pay Credit Card Fees in respect of that booking.
20. In respect of any booking made through other distribution channels, the Supplier will pay commission of 10% of the total payment made by the customer (with this commission to include Credit Card Fees)
21. For bookings over \$50 generated through the AA Smartfuel programme, the supplier will pay commission of 10% of the total payment made by the customer (with this commission to include Credit Card Fees).
22. Credit Card Fees will be those fees charged by the relevant credit provider at the time the booking is made.
23. Commissions and payments referred to in clauses 19 to 21 above are inclusive of GST.

PAYMENT BY CUSTOMER

24. Upon a booking being made, CTP shall charge the costs of the accommodation at the advertised rates to the customer's credit card. CTP will deduct any Credit Card Fees and commissions payable from the funds charged and will then remit the balance to the Supplier within 7 working days of the Customer's check-out date. CTP will issue remittance advices to the Supplier.
25. Payment will be made to the bank account details provided by the Supplier. The Supplier may change their bank account details by giving 14 days written notice to CTP of the new details.
26. It is the responsibility of the Supplier to collect further charges incurred during the length of the stay including, but not limited to, use of mini-bar, restaurant and telephone bills.
27. The Supplier agrees to verify and retain evidence of Customer registration, including source of identification (eg passport, driver license) and vehicle registration for a period of 6 months to assist with credit card claims.

CANCELLATIONS

28. The Supplier must process all cancelled bookings through the "Supplier Admin" section of the Website. Where possible, cancelled rooms will be restored to the inventory and may be available for resale through the Website. The Supplier will not cancel any bookings without notification from or to the Customer.
29. The Supplier will enter all cancellations in their Supplier Admin as soon as practicable after notification of cancellation from the Customer to ensure CTP is notified of the cancellation. Once CTP is notified of the cancellation, CTP will process a refund for the customer.
30. When processing a customer refund, CTP will, if the booking is cancelled after the non-cancellation period, deduct the Supplier's cancellation fee and any applicable transaction fee prior to refunding the Customer.
31. If a customer does not check-in, the Supplier will notify CTP within one day of the check-in date.

INTELLECTUAL PROPERTY

32. CTP owns all intellectual property rights in the Website including information, graphics, design and software except where the Supplier has provided its own intellectual property (including but not limited to text, graphics and pictures in whatever form) for display on the Website.

LIMITATION OF LIABILITY AND DISCLAIMER

33. CTP has no liability for any loss whether direct, indirect or consequential to the Supplier in respect of any matter related to the Website, these Terms and Conditions and the supply of services under these Terms and Conditions. This includes, but is not limited to, no liability for the use of the Website, the unavailability of the Website or any errors that may occur with the Website.

INDEMNITY

34. The Supplier indemnifies CTP against all costs, claims, losses, liabilities and damages (including solicitor client costs) incurred directly or indirectly as a result of any breach of these Terms and Conditions or as a result of any negligent act or omission by the Supplier.

PRIVACY

35. Personal information is held by CTP in accordance with the CTP privacy policy which CTP will provide to the Supplier upon request.
36. CTP will use reasonable endeavours to ensure that all provisions of the Privacy Act 1993 are complied with in respect of personal information relating to or collected in respect of the Website.

GENERAL

37. This agreement is governed by the laws of New Zealand.
38. If any provision of this agreement is found to be unenforceable for any reason, then that provision shall be deemed deleted from this agreement and all other provisions shall remain in full force and effect.
39. CTP may make variations to these Terms and Conditions from time to time. CTP will give 14 days notice to the Supplier of any variation.
40. This agreement may be assigned only with consent by both parties. Provided however that CTP may assign this agreement to any entity which is owned partially or fully by CTP or The New Zealand Automobile Association Limited.
41. If the Supplier has a change in ownership or transfers part or all of its business to another party, the Supplier must advise CTP in writing of the proposed change at least 14 days prior to the change occurring. Provision of notification to CTP does not constitute an assignment of this agreement.
42. Contact details for CTP are as follows:

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