



Alliance Française

Auckland

IMMERSION TRIPS TERMS AND CONDITIONS

Please read these Booking Terms and Conditions (“Terms”) carefully establishing the conditions of the immersion trip organized by Alliance française d’Auckland. By purchasing an immersion trip, you agree tacitly to these Terms & Conditions : once your deposit has been paid and accepted by us, you will be deemed to have read, understood and accepted these Terms.

These Terms govern your relationship with us and form a binding contractual agreement between you and ourselves. For this reason, these Terms are important, and you should ensure that you read and understand them before proceeding to a purchase or a booking. Please do not proceed with any purchase or booking unless you agree with and understand these Terms.

All itineraries are sample itineraries only, intended to give you a general idea of the likely trip schedule.

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An “Immersion trip” is a package including French language courses and discovery excursions, tours and/or activities. It may include the housing (hotel or homestay). It doesn’t include the flight. The detail of what is included and what is excluded is specified for each Immersion trip.

Alliance française d’Auckland is an intermediary for Immersion trips which are booked directly from respective independent tour operators / institutes or any other actor offering immersion trips (each a “Service Providers”). The “Applicants” are persons interested in booking an immersion trip. The “Participants” are persons who completed their registration process for an immersion trip. Applicants and Participants are jointly referred to as “you”.

The “Services” comprise Immersion trips independently created by Operators in their own discretion and responsibility as described on the website or at the reception desk of Alliance française d’Auckland or any other means of communication.

1. Agent

Alliance Française d’Auckland acts as a facilitator to provide comprehensive language programs combined with discovery tours. Its responsibilities are limited to arranging and making bookings on your behalf with the Service Providers for the program.

The services offered by the Service providers, i.e. the language Institute, the accommodation providers, the transporters and any other suppliers and contractors, and all receipts, contracts and tickets issued by us are subject to the terms and conditions under which these services are provided by these suppliers and contractors.

Alliance Française d’Auckland cannot be held responsible for providing the services to you and/or for the standard of those provided services. If a service provider fails to provide you with a service, or if you are dissatisfied with the standard of any service provided, you agree that your only rights are to be directed against the service provider and not against Alliance Française d’Auckland. In the unlikely event of a complaint, the participant shall inform an Alliance Française d’Auckland representative of such problems immediately.

You agree that Alliance Française d’Auckland are not liable to you for any losses that you suffer in those circumstances, and that you will not claim or lodge any claim against Alliance Française d’Auckland whether this be directly or indirectly for the purpose of any refund, credit, or other dispute.

2. Eligibility

Immersion trip Participants have to be a minimum of 21 years of age on the commencement day of the tour. Younger participants’ application shall be treated on a case-by-case basis; if agreed

by Alliance française d'Auckland, they shall be accompanied by and under the sole responsibility of a parent or a guardian officially designed by the parents during the Immersion trip.

If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the Immersion trip, you must advise Alliance française d'Auckland, on the Booking Form that will be emailed to you receipt of your deposit/payment, or by any other means. Participants are required to have a certain level of mobility: Alliance française d'Auckland invites you to carefully review the Immersion trip proposed activities and to evaluate his personal ability to take part in them. Alliance française d'Auckland shall not be liable in case of the inability of a participant to an activity and the non-participation to one or more activities shall not be subject to any compensation nor repayment.

Alliance Française d'Auckland have unfettered rights to exclude a participant or decline a booking request if Alliance Française d'Auckland consider that a participant may be disruptive or affect the enjoyment of other participants.

3. Conduct and Behaviour

Illicit drug use and alcohol abuse are not permitted. The Service providers and/or the Alliance française d'Auckland reserve the right to eject a participant if one of them considers, at its sole discretion, that a participant has breached acceptable codes of conduct.

If the behaviour of a participant is considered likely to cause offence, danger, damage or distress to others, the Service providers and/or Alliance Française d'Auckland reserves the right, at their reasonable discretion, to cancel or terminate the Immersion trip at any time.

If such a situation arises, Alliance Française d'Auckland's responsibility for your immersion trip will cease and Alliance Française d'Auckland will neither cover any additional expenses which may be incurred nor consider or accept any claims for compensation or refunds whatsoever.

You are responsible for the cost of any damage you cause during your stay. These charges must be met by you and may have to be paid locally.

Because of the potentially detrimental effect on the other participants and our service providers, Alliance Française d'Auckland has outlined the conduct rules that you undertake to follow during your trip. Agreement with the Booking Terms and Conditions includes agreement to abide by the following conduct rules.

Conduct Rules

1. You must act with care and common sense and you must not do anything that may risk the safety and/or security of yourself, any other participant, or any other person.

2. You must not behave in a way that is disruptive, threatening or abusive or which causes or likely to cause danger, distress or annoyance to others or damage to property.
3. You must not take, carry, purchase, attempt to purchase, accept, use or supply any other person (including any other participant) with any:
 - (a) alcohol (except in relation to any person over the age of 18 years who must not consume excessive amounts of alcohol);
 - (b) prohibited or restricted substances (i.e. drugs);
 - (c) dangerous goods including (but not limited to) any weapon, explosives or toxic substances.
4. You must only take and use (in accordance with the relevant instructions) prescription medication that has been prescribed to you by a medical practitioner. You must not give your prescription medication to another person, and you must not take or use any prescription medication that was not specifically prescribed for you.
5. You must comply with the reasonable directions of the Alliance Française d'Auckland representative and/or any of its suppliers.
6. More generally, you must check and obey the applicable laws and regulations of the place/country of the immersion trip.

4. Limitation of Liability

Alliance Française d'Auckland will not accept any liability for any act or omission of any other service providers (whether in contract, tort or otherwise). This also includes their failure to provide a service whether it is classed as negligent or otherwise. This also includes any injury, losses, damage to person or property or expenses incurred caused by delays, alterations to the program or otherwise, or inconvenience suffered by you in connection with your booking and/or services or any other event beyond Alliance française d'Auckland's control including but not limited to natural hazards, acts of God, flight cancellations, accidents, transport or equipment breakdowns, civil disturbances, political incidents, strikes, riots, thefts, which is not preventable by reasonable diligence on our part or unless our liability is agreed by legislation which cannot be excluded.

Alliance Française d'Auckland will not be responsible for the standard of the services which are to be provided by any third parties, and Alliance Française d'Auckland accepts no liability in regards to this. In any cases where our liability cannot be excluded, our liability is limited to the amount that you have paid for your travel services.

5. Rates & Prices

The rates and prices are subject to availability and change without notice. They can also be withdrawn or varied without any prior notice.

Sometimes price changes may occur for matters beyond Alliance Française d'Auckland's control such as: adverse currency fluctuations, price increases due to our suppliers. These price changes could lead to price increases.

Final prices will be locked in upon receipt of the full balance of your payment.

A reservation will only be made once Alliance Française d'Auckland have received all monies owing and received confirmation from the service provider. If the service provider is unable to confirm the reservation, you may be offered an alternative choice of accommodation which in some cases may be at an additional cost which Alliance Française Auckland is not liable for.

The mentioned price for any immersion trip does not include airfares, travel insurance, telephone calls, personal expenses, passport and visa related fees, baggage charges.

Except express mention, the mentioned price does not include as well meals at restaurants, alcoholic beverages and other travel arrangements not included in the trip.

6. Deposits & Final Payments

Alliance Française d'Auckland will be required to pay a deposit of \$2000.00. Alliance Française d'Auckland reserve the right to change or correct any errors in the rates that are quoted or calculated, or any omission made at any time during your booking or deposits when booking.

By paying your deposit, it holds your reservation only and does not guarantee that the final payment amount will not change due to circumstances beyond Alliance Française d'Auckland's control as referred to in clause 5. Your final payment must be paid no more than 60 days prior to the scheduled date of departure unless otherwise stated. Bookings will be cancelled if balance is not paid in full by the due date and a cancellation fee of \$250.00 shall be due.

The submission of a completed Booking Form or payment of any monies by you does not constitute the formation of a contract. A contract will exist between you and Alliance Française d'Auckland when Alliance Française d'Auckland confirms the booking of your immersion trip by dispatching a written confirmation to you.

7. Payment Options

Payment by Credit Card:

Any amount paid to Alliance Française d'Auckland by credit card means that you agree that any dispute with the validity of the transaction will be taken up with your credit card issuer. This is also including where a service provider fails to provide a service to you for any reason whatsoever.

Alliance Française d'Auckland reserves the right to impose an administrative charge of up to [\$30.00] per person for any payments that fail to reach us by the due date.

Payment by Cheque, Money Order or Cash:

When making a payment by other means than cash, bookings can only be confirmed upon receipt of the funds being cleared. You must allow 5 working days for this payment to clear before the actual payment due date.

If paying by methods such as cheque, you agree to not stop the payment process even if you choose to cancel the booking.

Before refunding any monies to you, you understand and agree that Alliance Française d'Auckland will need to satisfy any liability in terms of cancellation fees and ensure no final monies are wed.

8. Cancellation Charges and Other Service Fees

If you cancel the booking for any reason including COVID 19 matters such as a positive test, a household isolation, etc., Alliance Française d'Auckland will be unable to provide any refund to you unless Alliance Française d'Auckland receive a refund of the amounts Alliance Française d'Auckland have already paid to the third party service providers.

Any bookings which are canceled will incur charges as applicable and travel service providers are entitled to impose cancellation charges, which can be up to 100% of the amount paid to them for the relevant service, regardless of whether travel has commenced.

If Alliance Française d'Auckland receives any refunds from travel service providers, Alliance Française d'Auckland will return any refunds on to you. As reasonable compensation to us for the services that Alliance Française d'Auckland have provided and any expenses Alliance Française d'Auckland have incurred, you agree that Alliance Française d'Auckland are entitled to retain a minimum cancellation fee of \$250.00 per person.

There is a lot of coordination required in arranging an immersion trip. You may cancel your booking, but you may have to pay cancellation fees. Any cancellation must be made in writing

to us and repayments shall be subject to prior agreement by Alliance Française d'Auckland. If agreed, Alliance Française d'Auckland shall repay the paid monies, after deduction of the cancellation fees (\$250.00) and any other expenses already done with third parts and not refunded to Alliance Française d'Auckland.

Alliance Française d'Auckland reserves the right to cancel an immersion trip if a minimum number of participants is not achieved. In case of such a cancellation, the total paid monies shall be refunded to you. Alliance Française d'Auckland shall not be liable for any costs that you may have incurred in the meantime.

9. Special Requests

Alliance Française d'Auckland will do its best to meet any special requests made by you and to pass these on to the appropriate persons provided they are clearly noted on the Booking Form. While requests will be submitted to the relevant supplier, Alliance Française d'Auckland cannot guarantee that the supplier will fulfill the request except in relation to any special requests confirmed by the relevant supplier in writing.

10. Health and Safety

Your personal safety is of paramount importance to Alliance Française d'Auckland and therefore it is imperative that you advise Alliance Française d'Auckland at the time of booking of any condition, medical or otherwise, that might affect you or any other person's enjoyment of the immersion trip. You will be sent a Booking Form in which any relevant information must be noted.

11. Flight Schedule Changes

It is your responsibility to ensure that your flight is departing at the time specified and that this has not changed. You are asked to inform Alliance Française d'Auckland as soon as you are informed of any change in the flights. Failing that, your transfer from the airport to your accommodation at arrival will no longer be provided. In such cases of flight rescheduling or cancellation of by your airline, Alliance Française d'Auckland shall not accept any responsibility for any additional costs that you may incur as a result of this.

In case of major changes in the arrival or departure time, Alliance Française d'Auckland, in concertation with the service suppliers, reserves the right to make alterations to the immersion tour details both before and after any booking has been confirmed. In such circumstances, Alliance Française d'Auckland will inform you as early as possible.

12. Travel Insurance

Alliance Française d'Auckland does not have any insurance policy covering the expenses for accident, sickness, loss due to theft, or any other reasons. Travel insurance is compulsory for you and it is a condition of accepting your booking that, prior to the departure, you will obtain an adequate travel insurance to cover accidents, injury, illness, death, medical expenses including pre-existing medical conditions, emergency evacuation, repatriation, trip cancellation or interruption, loss or damage to baggage and personal effects and travel delays.

All baggage and personal property is at all times your own responsibility.

In the event of you having a successful claim for costs against a third party, Alliance Française d'Auckland is entitled to recoup from you any costs actually incurred by us in providing you with assistance in connection with such claim.

13. Travel Documentation

Please ensure that you keep your travel documents in a safe place. It is your responsibility to keep these documents safe and ready for your travel.

If you lose any of your documentation, you agree that this is your responsibility and Alliance Française d'Auckland will not be held responsible for this. You will be responsible for settling any charges associated with re-issuing any documentation. Please also ensure that the correct information is given at the time of booking as any errors with names, dates etc. may result in your documents being cancelled or unusable. Should you be aware of any errors, please advise Alliance Française d'Auckland immediately.

14. Passports and Visas

Passports and visas are your responsibilities. Be aware that strict requirements are enforced by airlines and that your failure to adhere to these requirements will result in losses or additional expenses for you including name change fees after ticket issue, ticket cancellation or rerouting at a higher airfare at your expense. The passenger's name booked must be exactly as shown in their passport. You must ensure that all relevant visas are obtained prior to departure and that any eventual re-entry permits are obtained. Passport expiry date must not be under 6 months from the date of return to New Zealand.

15. Vaccinations

While Alliance Française d'Auckland will endeavour to reconfirm any new health requirements at the time of booking, it is your responsibility to check with your doctor at least two months prior to travel for the latest requirements, recommendations and any costs.

16. Baggage

Please check baggage allowances applied by the airline prior to travel. Baggage allowances vary depending on the airline and destination and it is your responsibility to ensure you know the correct allowance for your trip.

17. Privacy Laws

Alliance Française d'Auckland is committed to protecting the privacy and confidentiality of our customer's personal information. Our Privacy Policy is outlined below.

18. Monies not held in trust

All monies that you pay to Alliance Française d'Auckland will be payable to the service provider once the service has been confirmed. You agree that Alliance Française d'Auckland hold monies to pay the service provider only and as such can place this in any bank account as necessary until it is paid.

19. Law of Contract

Both ourselves and our suppliers do not accept liability in contract or in tort nor will pay any compensation in respect of any person or property for any injury, damage, loss, delay, additional expense or inconvenience caused directly, or indirectly by events beyond our control, or which are not preventable by reasonable diligence on our part including, but not limited to, war, threat of war, civil disturbance, terrorist activity, fire, flood, unusually severe weather, natural or nuclear disaster, Acts of God, acts of Government or other authorities, accident to or failure to machinery or equipment, or industrial action (whether or not involving its employees and even though such actions may be settled by acceding to the demand of a labour group).

You indemnify us against any claim made against Alliance Française d'Auckland which may arise as a result of your actions. Alliance Française d'Auckland is not responsible or liable for your breach of any law or regulation.

Alliance Française d'Auckland cannot accept responsibility for subsequent changes or withdrawal of prices, details or services which are subject to change without notice and independently of its decision or will.

This contract is governed by the law of New Zealand.

20. Privacy Policy

Our Privacy Policy sets out what information Alliance Française d'Auckland collects, how Alliance Française d'Auckland collects it, and what Alliance Française d'Auckland do with it.

Your information refers to information such as your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including any information about other persons on your booking relating to the same ("your information").

Your information is collected when you request information from us, contact us (and vice versa) or make a booking with us.

You may request that Alliance Française d'Auckland update your information at any time to ensure that it is current, accurate and complete by contacting us at information@alliance-francaise.co.nz.

For the purpose of providing you with our services, Alliance Française d'Auckland may disclose your information to our service providers.

In order for you to travel overseas, it may be **mandatory** (as requested by government authorities at the point of departure and/or destination) to disclose your information for immigration, security and anti-terrorism purposes, or any other purposes which they determine appropriate.

By booking with Alliance Française d'Auckland, you also agree for your insurers, their agents and medical staff to disclose **relevant** information (which may contain sensitive personal data) to Alliance Française d'Auckland in circumstances where Alliance needs to act in the interest of everyone in the group.

Alliance Française d'Auckland may from time to time contact you with information on offers of goods and services, brochures, new products, forthcoming events or competitions.

You will be given the opportunity on every e-communication Alliance Française d'Auckland sends you to indicate that you no longer wish to receive our direct marketing material. You may

indicate your preference regarding receiving third party direct marketing material. If you do not wish to receive such information or would like to change your preference, please see below.

You have the right to ask in writing for a copy of the information Alliance Française d’Auckland holds about you and to correct any inaccuracies in your information. You have the right to ask in writing not to receive direct marketing material about our products and services.

If the following facilities are available, you can amend your previous preference on our Alliance Française website(s), using our “unsubscribe email” or in literature which you subsequently return to us.

Once properly notified by you, Alliance Française d’Auckland will take steps to stop using your information in this way.

Alliance Française d’Auckland has taken all reasonable steps to have in place appropriate security measures to protect your information. Any changes to this Policy will be either posted on our website, brochure and/or made available on request.

Any likeness or image of you secured or taken on the immersion trip may be used by Alliance Française d’Auckland without charge in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video shows and the internet.

In Auckland,

Date

Full name

Signature
