

House of Travel terms and conditions

RAVENSDOWN TRAVEL DOLLARS SCHEME - MEMBER TERMS AND CONDITIONS

These Terms and Conditions govern your rights and obligations as a member of the Ravensdown Travel Dollars Scheme. Membership of the Travel Dollars Scheme is free. Once you become a member you need to comply with these terms and conditions including any variations made to them.

1. MEMBERSHIP

- 1.1 Membership of the Travel Dollars Scheme is free.
- 1.2 Membership is available to customers of Ravensdown who are eligible for Membership. You are eligible if you:
 - (a) Pay Ravensdown for all purchases of goods and services by direct debit;
 - (b) Are not a member of Ravensdown's Direct Debit Discount Scheme
- 1.3 Membership is not transferable, except for the instance where the member has died and the accrued Travel Dollars are able to be utilised by the nominated persons in the Member's Scheme.
- 1.4 Your membership of the Travel Dollars Scheme can be terminated by Ravensdown at any time, without notice and for any reason including if you:
 - (a) Fail to comply with these Terms and Conditions;
 - (b) Supply any misleading information or make any misrepresentations to Ravensdown or to the Travel Supplier in connection with the Travel Dollars Scheme;
 - (c) Abuse any privilege accorded to you under the Travel Dollars Scheme;
 - (d) Become a member of Ravensdown's Direct Debit Discount Scheme
 - (e) Choose to pay by means other than direct debit.
- 1.5 Due to possible tax implications, members of the Travel Dollars Scheme cannot opt out of the Travel Dollars Scheme and remain eligible for the direct debit discount within a period of 2 years. Members who wish to receive the Direct Debit Discount may do so after 2 years from their initial entry to the Travel Dollars Scheme. If you choose to pay by means other than direct debit within the period of two years the written confirmation of this change is sufficient.
- 1.6 You are advised to take your own tax advice prior to entering into the Travel Dollars Scheme. Any tax arising from your participation in the Travel Dollars Scheme is your own responsibility.

2. COLLECTING TRAVEL DOLLARS

- 2.1 Travel Dollars will be earned by you and recorded in your Member's Account for purchases made by you of goods and services from Ravensdown and will be calculated on the dollar value of purchases (exclusive of GST and exclusive of any deferred finance charges).
- 2.2 As at the date of these Terms and Conditions Travel Dollars will be earned on all goods and services purchased from Ravensdown and will be calculated at the rate of 1.5 Travel Dollars for every \$100.00 spent.
- 2.3 Travel Dollars will be earned and recorded in your Member's Account when your purchases from Ravensdown are invoiced.
- 2.4 Ravensdown will from time to time send you a summary of your Member's Account setting out your opening Travel Dollars balance, the Travel Dollars earned and deducted during the relevant period and your closing Travel Dollars balance.
- 2.5 Travel Dollars will appear on your statement once they are credited to your Member's Account. This occurs once they are invoiced. Travel Dollars may not be redeemed for any Travel Services until they have been credited to your Member's Account.
- 2.6 Ravensdown is responsible for the maintenance of your Member's Account and the crediting and deduction of your Travel Dollars. All questions and complaints regarding your Member's Account must be directed to Ravensdown within 4 weeks of the date of your summary.

3. BOOKING TRAVEL SERVICES

- 3.1 Travel Services must be booked with the Travel Supplier in accordance with the provisions of this clause 3.
- 3.2 You may also pay in cash in part or in total for the Travel Services booked.
- 3.3 Travel requests must be made by you personally or by any person that you have notified. Ravensdown is your authorised representative for the purposes of the Travel Dollars Scheme.
- 3.4 Travel Dollars used to pay for Travel Services will be deducted from your Member's Account at the time your booking is made by the Travel Supplier and the adjustment will be reflected in your next summary.
- 3.5 All Travel Services booked by the Travel Supplier are subject to availability and to such other terms and conditions as determined by the Travel Supplier.
- 3.6 The Travel Supplier is responsible for all Travel Services booked for you under the Travel Dollars Scheme. All questions and complaints regarding bookings and the Travel Services must be directed to the Travel Supplier.
- 3.7 Travel Services can be booked by you and travel can be undertaken by anyone you choose but neither the Travel Dollars nor the Travel Services can be sold, transferred or assigned to someone else for cash or other reward or consideration of any kind.
- 3.8 A booking fee may apply.

4. REDEEMING/DEDUCTION OF TRAVEL DOLLARS

- 4.1 Ravensdown may deduct from the Travel Dollars balance in your Member's Account:
 - (a) any Travel Dollars recorded in error;
 - (b) any Travel Dollars relating to a purchase by you that is cancelled or where a refund is given or for which payment is not made within 90 days; unless on pre-arranged deferred payment terms.
 - (c) any Travel Dollars earned through fraud, misrepresentation or in contravention of these Terms and Conditions.
- 4.2 Where the cost (or any part thereof) of any Travel Services including any fees charged or collected by the Travel Supplier is to be refunded to you due to the cancellation or variation of your booking or otherwise, such refund shall be converted back into Travel Dollars and credited to your Member's Account and shall

not be refundable in cash.

5. PERSONAL INFORMATION

- 5.1 Information about you provided by you, by Ravensdown, or by the Travel Supplier about your Member transactions will be collected by Ravensdown and the Travel Supplier and held at their respective offices.
- 5.2 This information will be used by Ravensdown, the Travel Supplier and their employees and agents for the following purposes:
 - (a) the management and administration of the Travel Dollars Scheme including in particular, the management of your Member's Account;
 - (b) the booking of Travel Services for you;
 - (c) to enable them to send you information in relation to the Travel Dollars Scheme and in relation to the Travel Services; and
 - (d) for marketing purposes, planning, product development and research.
- 5.3 Ravensdown and the Travel Supplier may use and disclose between themselves for the purposes set out above any of the information that they hold:
 - (a) about transactions or events resulting in your Member's Account being credited or debited with Travel Dollars; and
 - (b) about the number of Travel Dollars you have been credited with.
- 5.4 The personal information that you provide to Ravensdown and to the Travel Supplier will be securely held by them. You may request access to the information by enquiring at Ravensdown and may also request that it be corrected.

6. DISPUTES

- 6.1 All questions, complaints and disputes shall be dealt with as follows:
 - (a) if the matter relates to your Member's Account and the crediting or deduction of Travel Dollars, you must refer it to Ravensdown. In the event of a dispute Ravensdown's decision shall be final and binding;

7. VARIATIONS

- 7.1 Ravensdown may vary, at any time and without prior notice, these Terms and Conditions and/or the Travel Supplier.
- 7.2 Ravensdown will use its reasonable efforts to notify you of any variations under this clause 7 prior to them taking effect.

8. SUSPENSION/TERMINATION OF TRAVEL DOLLARS SCHEME

- 8.1 Ravensdown reserves the right to suspend or terminate the Travel Dollars Scheme at any time using all reasonable efforts to notify you of any such action prior to the event.
- 8.2 Where the Travel Dollars Scheme is terminated you or any other person nominated by you may use all Travel Dollars accrued but not redeemed by you at the time of termination but no further Travel Dollars can be accrued.

9. GENERAL

- 9.1 Travel Dollars have no cash or monetary value. Travel Dollars are not transferable and are the property of Ravensdown and cannot be sold, transferred or assigned or otherwise dealt with except in accordance with these Terms and Conditions.
- 9.2 Ravensdown is not liable for:
 - (a) any failure by any airline or other travel supplier or any accommodation supplier to meet the terms and conditions on which it has agreed to provide the Travel Services to you;
 - (b) any loss, injury or damage whatsoever arising from the provision or non-provision of the Travel Services;
- 9.3 Ravensdown gives no warranties whatsoever as to the condition, suitability, quality, fitness or safety of any Travel Services supplied to you under the Travel Dollars Scheme.
- 9.4 The Travel Supplier cannot make any representation or statement on behalf of Ravensdown.
- 9.5 You must notify Ravensdown of any change of address. A notice shall be deemed to be given by Ravensdown to you if it is posted to your address appearing in Ravensdown's records.
- 9.6 These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand.

10. GLOSSARY

- 10.1 In these Terms and Conditions these terms have the following meanings:
 - (a) "GST" means goods and services tax within the meaning of the Goods and Services Tax Act 1985 and any legislation amending or replacing the same.
 - (b) "Member" means a customer of Ravensdown who has been approved as a member of the Travel Dollars Scheme.
 - (c) "Member's Account" means the record maintained by Ravensdown of Travel Dollars awarded to a Member.
 - (d) "Member Number" means a Member's customer number with Ravensdown.
 - (e) "Ravensdown" means Ravensdown Fertiliser Co-operative Limited and its subsidiaries and includes any of their respective employees or authorised agents.
 - (f) "Travel Dollars" means the points credited to a Member's Account by Ravensdown for the purchase of goods by the Member from Ravensdown calculated on the dollar value of the purchases.
 - (g) "Travel Dollars Scheme" means the Ravensdown Travel Dollars Scheme pursuant to which customers of Ravensdown accumulate Travel Dollars (calculated on the dollar value of their purchases with Ravensdown) which are redeemable with the Travel Supplier.
 - (h) "Travel Services" means travel, accommodation, car rental and any other travel related services arranged by the Travel Supplier from time to time.
 - (i) "Travel Supplier" means the travel supplier appointed by Ravensdown from time to time to provide travel services to Members of the Travel Dollars Scheme and which, at the date of these Terms and Conditions, is HOTCHC Limited and includes any of its employees and authorised agents.