



# COVID-19 Consumer Travel Reimbursement Scheme Application Form

## INSTRUCTIONS

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Please complete this form electronically and email it to [Applications.TRS@mbie.govt.nz](mailto:Applications.TRS@mbie.govt.nz)

### CHECKLIST

**When you submit this form, make sure you have done all of the following:**

- Completed all the information in Section 1
- Read and made the declaration in Section 2
- Attached independent verification of your bank account details, showing your business name, bank name, and account number (such as a deposit slip, header of bank statement, or screenshot from internet banking)

**If you are applying on behalf of subsidiary or affiliated businesses, you also need to supply the following information about each business via the TRS Application Supplement Form provided by MBIE:**

- Business's legal name
- Business's trading name
- NZBN
- GST Number
- Email address
- Phone number
- Business's physical address (including post code)
- Forecast outstanding refunds (in NZD)
- Credits confirmed with consumers before 14 August and awaiting rebooking (in NZD)
- Additional credits likely to be notified to consumers from 14 August 2020 (in NZD)

## SECTION 1: KEY APPLICATION DETAILS

If you are a member or affiliate of the Travel Agents' Association of New Zealand (TAANZ), First Travel, Flight Centre, Helloworld or House of Travel, please contact the relevant organisation to apply on your behalf.

\* Required information

### BUSINESS INFORMATION

Business's legal name\*

Business's trading name\*

New Zealand Business Number (NZBN)\*

GST Number\*

Website:

What kind of business are you?\*

- Travel agency
- Travel supplier or wholesaler
- Other (please specify):

### CONTACT INFORMATION

Contact person's name\*

Contact person's title\*

Email address\*

Phone number\*

Business address\*

STREET ADDRESS	SUBURB
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CITY	POSTCODE
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## YOUR BUSINESS'S FORECAST REFUNDS, REBOOKINGS AND CREDIT NOTIFICATIONS

Your best estimate of the transactions that will become eligible under the Scheme.

Outstanding refunds (NZD) \*

Credits confirmed with consumers before 14 August 2020 and awaiting rebooking (NZD) \*

Additional credits likely to be notified to consumers from 14 August 2020 (NZD) \*

## SECTION 2: DECLARATION – COVID-19 CONSUMER TRAVEL REIMBURSEMENT SCHEME

### DEFINITIONS

In this declaration, unless the context requires otherwise:

**credit notification means:**

- › for a travel agency, the first notification of a New Zealand consumer of the availability of a credit that has been previously confirmed by a travel supplier
- › for a travel wholesaler, the first confirmation with a travel agency that a credit is available for use by a New Zealand consumer, with a view to the travel agency notifying the consumer

**New Zealand business** means a registered company, sole trader or self-employed person, partnership, trust, an incorporated society, or a registered charity that is in business in New Zealand

**New Zealand consumer** means a consumer (within the meaning of the Consumer Guarantees Act 1993) that could be reasonably assumed to be ordinarily resident in New Zealand

**rebooking** means booking a New Zealand consumer with a travel supplier, using credit from that supplier that has previously been notified to the New Zealand consumer

**refund** means:

- › for a travel agency, payment of a refund received from a travel supplier to a New Zealand consumer
- › for a travel wholesaler, payment of a refund received from a travel supplier to a travel agency, with a view to that refund being passed on to a New Zealand consumer

**related business** means a business that is:

- › owned or controlled by the same 'parent' company as your business; and/or
- › an independent arm or subsidiary of your business; and/or
- › in the good faith judgement of your board of directors (or equivalent governing body), part of, or reasonably related to, your business.

## BY COMPLETING YOUR APPLICATION, YOU ARE DECLARING THAT:

### You are eligible to participate in the COVID-19 Consumer Travel Reimbursement Scheme (the Scheme)

- › You operate a New Zealand business.
- › Your business has processed, or is likely to process, New Zealand consumer refunds, credits and rebookings from overseas travel suppliers.
- › You may apply to participate in the Scheme if your business is insolvent, in liquidation, in receivership, or in administration, if:
  - you meet the eligibility criteria in this declaration; and
  - you provide the Ministry of Business, Innovation and Employment (MBIE) with a warranty that you are legally entitled and able to return refunds to New Zealand consumers; and
  - MBIE has no outstanding concerns about your participation in the Scheme.

### Applying on behalf of subsidiary or affiliated businesses

- › You may apply and seek reimbursement on behalf of a subsidiary or affiliated business if:
  - you have the signed written consent of each subsidiary or affiliated business to apply to participate in the Scheme and seek payment on their behalf; and
  - such consent includes the subsidiary or affiliated business agreeing to the obligations and requirements set out in this declaration; and
  - you will provide evidence of the consent, upon request from MBIE.

### You will seek reimbursement only for eligible transactions

- › You will seek reimbursement only for refunds, credit notifications, and rebookings that are:
  - for international travel bookings made on or prior to 14 August 2020, including domestic air travel that forms part of an international booking; and
  - processed by your business or subsidiary or affiliated businesses from 14 August 2020; and
  - processed by staff predominantly located in New Zealand.
- › You will seek reimbursement at a rate of:
  - 7.5 per cent of the value of refunds returned to a New Zealand consumer (excluding GST); and
  - 5 per cent of the value of credits or rebookings confirmed with a New Zealand consumer (excluding GST).
- › You will seek reimbursement in respect of a booking with a travel supplier (and any booking that replaces it) only once:
  - if you receive reimbursement for a credit notification, you will not seek reimbursement for a subsequent refund or rebooking
  - if you receive reimbursement for a rebooking, you will not seek reimbursement for a refund, credit notification or rebooking associated with a subsequent cancellation
  - if only part of a refund or credit is provided by a travel supplier, or only part of a credit is used in rebooking, you may however seek reimbursement for the remaining parts of the refund or credit when these are paid, notified or rebooked.
- › You will not seek reimbursement for refund, credit notification or rebooking transactions that were made between related businesses, including:
  - transactions involving your business and a related business; and
  - transactions involving a subsidiary or affiliated business on whose behalf you are claiming payment, and a related business of that subsidiary or affiliated business; and
  - excluding reimbursement for a transaction involving your business and a related travel wholesaler, where the related travel wholesaler has made a corresponding booking with an unrelated travel supplier and does not seek reimbursement in connection with the transaction or the corresponding booking.
- › You will provide details of eligible refunds, credit notifications and rebookings that you are claiming for, in the format requested by MBIE, with each invoice for payment.
- › If you are seeking reimbursement on behalf of subsidiary or affiliated businesses, you will pass on any reimbursement to those businesses within 10 working days.
- › You, your subsidiaries, or affiliate businesses will not seek any fee or commission from New Zealand consumers as a condition of receiving refunds, credits or rebookings that are subsequently reimbursed through the Scheme.

**Providing information about your business and subsidiary or affiliated businesses**

- › You will provide MBIE with information about you, your business and the subsidiary or affiliated businesses named in your application to the extent required by MBIE or its auditors to:
  - make decisions about your application; and/or
  - verify that the information you provide is true and correct; and/or
  - audit and review any Scheme payment, and how any reimbursement is paid to subsidiary or affiliated businesses.
- › In the event MBIE requests information about transactions that includes personal information about your customers, you must ensure that you have the authority to share that information, or gain consent before sharing the information.

**The information you provide is true and correct**

- › You confirm that the statements in your application and any requests for payment are true to the best of your knowledge, and the information provided is complete and correct and there have been no false or misleading statements or omission of any relevant facts nor any misrepresentation made.
- › You understand that in any case of the statements or information provided in your application and requests for payment are found to be untrue or false or misleading or misrepresenting, you may be held liable for it.

**Consent to MBIE sharing information about your application with other agencies**

- › You understand that MBIE and its advisers may disclose to or obtain from any government department or agency, private person or organisation, any information about you for the purposes of gaining or providing information related to the processing and assessment of this application and any subsequent requests for payment.
- › You understand MBIE may undertake due diligence checks, including any third party checks, as may be required to fully assess this application and any subsequent submissions for payment, and you consent to those checks required being carried out.

**Consent to MBIE publishing information**

- › You consent to MBIE publishing information about your business, and any businesses on whose behalf you are applying, including:
  - the name of your business;
  - the amount of money that has been paid by MBIE;
  - the number of New Zealand consumer refunds, credit notifications and rebookings that have been reimbursed through the Scheme.

**Consequences of non-compliance with the obligations in this declaration**

- › You acknowledge that you, your subsidiaries, or affiliated businesses may be subject to civil proceedings for the recovery of any amount you receive that you are not entitled to and/or to prosecution for offences under the Crimes Act 1961 if you:
  - have provided false or misleading information; or
  - receive any payment or part of a payment that you were not entitled to receive.
- › You acknowledge that MBIE may terminate your approval to participate in the Scheme, or the approval of your subsidiary or affiliated businesses, if you fail to comply with the obligations in this declaration.

**Notify changes in eligibility**

- › You will notify MBIE within 5 working days if anything changes that may affect your eligibility to participate in the Scheme, or there is anything that may affect the eligibility of transactions or entitlement to the Scheme.

**Repaying the Scheme**

- › You agree to repay the Scheme or any part of the Scheme paid to you if you:
  - receive a Scheme payment while being ineligible for the Scheme; or
  - provide false or misleading information in your application.

**MBIE may amend this declaration**

- › You acknowledge that MBIE may amend the terms of the Scheme at any time, and require a further declaration.

**In submitting your application you also acknowledge and/or agree**

- › MBIE collects the information in your application and subsequent requests for payment to determine whether you are eligible to receive Scheme payments.
- › MBIE will use the information you provide (both at the time of application, and any information provided at a later time) for the purposes addressed in this document, including to assess your eligibility to receive Scheme payments and to audit and review any payments made. MBIE will not use the information provided in your application for any other purpose unless required or authorised by law.
- › MBIE reserves the right to decline your access to the Scheme, including Scheme payments, despite you satisfying all the criteria in this declaration.
- › You understand MBIE’s obligations under the Official Information Act 1982 and that, notwithstanding any relationship of confidence created as a result of this application, the provisions of this Act apply to all of the information provided in this application and any subsequent submissions for payment.
- › Under the Privacy Act 1993 you have the right to request access to all information held about yourself, and to request corrections to that information.

**DECLARATION**

I agree to the obligations set out in the COVID-19 Consumer Travel Reimbursement Scheme declaration, being a person authorised to make this declaration on behalf of my business.

**I agree**

Name:

Title:

Date:

day

month

year

