

# TOURISM EXPORT COUNCIL OF NEW ZEALAND

## Code of Ethics & Practice

**Effective 1 April 2026**

**Approved by TECNZ Board 1 April 2026**

*Supersedes the Code of Ethics & Practice 1995 (amended 2002, 2010)*

### About this Code

This Code of Ethics and Practice applies to all members of the Tourism Export Council of New Zealand (TECNZ). Membership of TECNZ constitutes acceptance of, and commitment to, the obligations set out in this Code.

TECNZ is a voluntary member-based organisation. This Code does not constitute a legally enforceable contract and cannot be relied upon in a court of law. It exists to establish clear expectations of professional conduct, fair dealing, and ethical behaviour between members, and to provide a framework for resolving disputes within the TECNZ community.

References in this Code to:

- "Inbound Members" means TECNZ Full Members — New Zealand-based inbound tour operators who contract with both overseas clients and local suppliers.
- "Allied Members" means TECNZ Allied/Supplier Members — accommodation providers, transport operators, activity, attraction and experience suppliers, regional tourism organisations and other tourism service providers.
- "Members" means both Inbound and Allied Members unless otherwise specified.
- "Clients" means overseas visitors, their travel agents, wholesalers, and other booking entities contracting with Inbound Members.

## PREAMBLE — OBJECTIVES OF THIS CODE

This Code of Ethics and Practice has four objectives:

- To clearly define the professional business standards that differentiate TECNZ members from non-members and against which members can measure the commercial value of transacting with one another.
- To underpin the TECNZ membership intent of dealing honestly, fairly, and with integrity and professional excellence with each other, with Clients and with suppliers of services.
- To add value to TECNZ membership by providing an operational framework within which members can build strong and sustainable business relationships.
- To ensure New Zealand's reputation as a reputable and credible visitor destination remains intact by ensuring members embrace and act upon the objectives and standards of this Code.

### Recognition of the Inbound Member Intermediary Role

TECNZ Inbound Members frequently act as contracting intermediaries between end Clients (overseas visitors, wholesalers, and travel agents) and Allied/Supplier Members who deliver services on the ground. In this dual-agent role, Inbound Members carry obligations to both parties simultaneously and may be exposed to competing financial demands — particularly where cancellations or disruptions arise from causes beyond their control.

All TECNZ members acknowledge this intermediary position and commit to dealing with Inbound Members in the spirit of partnership and shared risk, recognising that Inbound Members cannot reasonably absorb full financial liability for events that are outside their control and for which they cannot recover from either direction.

## PART A — DISTRIBUTION BEST PRACTICE

*Standards for rates, payments, cancellations and commercial relationships*

All TECNZ members shall support and promote mutually beneficial contractual relationships, maintaining a partnership approach based on transparency, fairness, and respect for the distribution network.

### A.1 — Rates and Market Integrity

TECNZ members shall:

- Acknowledge and uphold wholesale distribution commission structures and recognise that the ITO model is a B2B distribution channel, which typically involves multiple intermediaries between supplier and end consumer and agreed prices need to reflect this
- Recognise that more favourable terms may be negotiated through a genuine partnership approach to rates and payment arrangements.
- Inbound Members shall respect market-specific contracted rates and the associated terms and conditions of their agreements with Allied Members.
- Allied Members shall endeavour to offer clear, simple rate structures to the trade and shall not engage in rate practices that undermine the pricing integrity of the distribution system.
- No member shall seek a competitive advantage through reliance on undisclosed indirect revenue sources (such as undisclosed commissions from third parties) as a primary means of subsidising their pricing.

### A.2 — Payments

TECNZ Inbound Members shall comply with contracted payment terms and pay Allied Members on time and in accordance with agreed schedules.

- TECNZ members shall send timely invoices in an industry-accepted format to the correct contact person.
- Allied Members are not required to automatically extend credit arrangements to all Inbound Members. Credit terms, where offered, shall be agreed in writing as part of the commercial agreement between the parties.
- Where an Inbound Member is unable to meet a payment obligation as a direct result of non-payment by an end Client due to a Force Majeure event or comparable unavoidable circumstance, the parties shall engage in good faith negotiation before enforcing standard contractual remedies, including the suspension of credit facilities.

### A.3 — Cancellations

TECNZ members shall at all times approach cancellation fee discussions in the spirit of partnership and commercial fairness.

- Where cancellations result from acts or omissions of the member seeking to cancel, standard contractual cancellation terms shall apply.

- Where cancellations arise from Force Majeure events or unavoidable circumstances (as defined in Part C below), the provisions of Part C shall apply.
- Allied Members shall engage promptly and constructively with Inbound Members on requests to waive, defer, or reduce cancellation fees where the Inbound Member can demonstrate that the cancellation arises from circumstances beyond their reasonable control.
- Members shall not unreasonably withhold consent to transfer bookings to alternative dates as an alternative to cancellation.

#### **A.4 — Bookings, Space Management and Overbooking**

Allied Members providing accommodation, transport, or attraction and activity services shall:

- Honour all bookings made by Inbound Members for which a deposit or full payment has been received, and shall not cancel, reallocate, or re-assign such bookings without the prior written consent of the Inbound Member.
- Avoid overbooking accommodation, transport, or services contracted to Inbound Members beyond normal capacity management practices.
- Where a booking cannot be honoured due to overbooking or other supplier-side failure, use best endeavours to secure equivalent or superior alternative arrangements at the Allied Member's cost, and notify the Inbound Member promptly.

Inbound Members shall:

- Release unsold space and return unrequired accommodation or services promptly in accordance with agreed cancellation terms, to assist Allied Members in managing availability.
- Not overbook to protect space for speculative business and not hold duplicate bookings at alternative properties to cover wait-listed situations.

## **PART B — PROFESSIONAL BUSINESS STANDARDS**

*Standards of conduct applicable to all members*

#### **B.1 — Contracts and Commitments**

- Members shall honour signed contracts with both Clients and suppliers, in spirit as well as in letter, and shall make every effort to honour all commitments, both written and verbal.
- Orders placed by Inbound Members for accommodation or services shall be confirmed in writing and, once acknowledged by the Allied Member, shall be binding on both parties.
- Members shall make themselves fully conversant with the terms, conditions, tariff rules, and regulations of all agreements they enter into, and shall ensure relevant staff have access to and understand those arrangements.

#### **B.2 — Honesty and Fair Dealing**

- Members shall not make false, misleading, or deceptive statements — whether in advertising, in negotiations, or in representations to Clients, fellow members, suppliers, or the public — about their own capabilities, competitor businesses, rates, costs, accommodation, transport, or any other material factor.
- Members shall comply with the requirements of the Fair Trading Act 1986, the Commerce Act 1986, and all other statutes and regulations governing trade and business in New Zealand.
- Members shall accord all carriers, hotels, and product suppliers fair and responsible representation in all commercial dealings.

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### **B.3 — Confidentiality**

- Members shall treat all details of their negotiations and commercial arrangements with Clients and suppliers as strictly confidential, except in the event of a default where disclosure is necessary to protect a legitimate commercial interest, or where required by law.
- Confidential information disclosed by one member to another in the course of a commercial relationship shall not be divulged to third parties without the express consent of the disclosing party.
- Members shall maintain appropriate systems and processes to ensure confidential information can be protected in accordance with these obligations.

### **B.4 — Conflicts of Interest**

- Inbound Members shall treat their Clients' interests as paramount and shall not accept instructions that create, or are likely to create, a material conflict of interest without first disclosing that conflict to the Client.
- Members shall not improperly seek to influence employees of carriers, hotels, or product suppliers for the purpose of securing preferential treatment in the assignment of space or for any other improper purpose.

### **B.5 — Staff and Service Standards**

- Members shall ensure their staff are adequately trained and that service standards to all Clients are maintained at the highest practicable level, in order to enhance the goodwill and reputation of New Zealand as a quality visitor destination.
- Inbound Members shall keep themselves and their staff fully informed on all aspects of New Zealand travel and tourism in order to provide professional advice to Clients, their travel agents, and wholesalers.

### **B.6 — Financial Obligations**

- Members shall settle all financial obligations promptly and at least in accordance with normal commercial practice, unless otherwise explicitly agreed in writing with the relevant supplier.
- Members shall advise their Clients and business partners of their standard terms and conditions of trade at the commencement of any new commercial relationship and shall notify them of any changes in advance of those changes taking effect.

### **B.7 — Reciprocal Responsibility for Instructions and Information**

In recognition of the operational dependency between Inbound and Allied Members:

- Allied Members shall assume full responsibility for any costs or liabilities arising solely from their failure to provide correct, accurate, or complete instructions or information to Inbound Members, including inaccuracies in advertising materials, rate sheets, or operational briefings.
- Inbound Members shall assume full responsibility for costs or liabilities arising solely from their failure to follow correct instructions provided by Allied Members with proper care, skill, and due diligence.
- Where costs or liabilities arise from a combination of both parties' errors, the parties shall engage in good faith to apportion responsibility fairly.

### **B.8 — Relations Between Members**

- Members shall not disparage the business practices of a competitor, nor volunteer disparaging opinions about a competitor's commercial arrangements. If an opinion is sought, it shall be offered with professional integrity and courtesy.
- Members shall not wilfully interfere with, or attempt to induce the cancellation of, an existing contract between another member and their Client or supplier.
- Members shall not imitate, copy, or use any name, design, style mark, or pattern used by another TECNZ member, hotel, carrier, or product supplier without permission.

- A member is not justified in breaching any provision of this Code on the grounds that another member may be doing so.
- Inbound Members in all dealings with each other, with overseas visitors, with suppliers, and in the conduct of their business generally shall not engage in unfair competitive practices.

## **B.9 — Preferred Status and Mutual Support**

- Inbound Members are encouraged to extend preferred supplier status to TECNZ Allied Members where performance and commercial terms support that preference.
- Allied Members are encouraged to offer preferred commercial terms to TECNZ Inbound Members in recognition of the loyalty and volume that active partnership can deliver.

# **PART C — FORCE MAJEURE AND UNAVOIDABLE CIRCUMSTANCES**

*Protections for Inbound Members acting as contracting intermediaries*

## **Why This Part Exists**

Inbound Members are uniquely exposed when Force Majeure events occur. They have contracted obligations running in two directions simultaneously — to end Clients who expect full refunds, and to Allied Members who wish to enforce cancellation fees. This Part establishes the framework within which all TECNZ members are expected to operate in such circumstances.

## **C.1 — Definition of Force Majeure**

For the purposes of this Code, a Force Majeure event means any event or circumstance beyond the reasonable control of the affected party that prevents or materially impairs the performance of contracted obligations, including but not limited to:

- Natural disasters including earthquakes, volcanic eruptions, floods, storms, and wildfires.
- Pandemics, epidemics, or public health emergencies declared by a competent authority.
- Government-imposed travel restrictions, border closures, or mandatory quarantine requirements preventing the movement of international visitors to or within New Zealand.
- Airline insolvency, aircraft grounding, or the cancellation of air services resulting in the inability of Clients to travel as contracted.
- Civil unrest, terrorism, or armed conflict materially affecting travel to or within New Zealand.
- Any other event of comparable magnitude that a reasonable person would recognise as rendering performance impossible or commercially unreasonable.

## **C.2 — Obligations of Allied Members in Force Majeure Events**

Where a booking must be cancelled or modified as a result of a Force Majeure event, Allied Members shall:

- Waive or defer cancellation fees to the greatest extent practicable, recognising that Inbound Members are acting as intermediaries and cannot be expected to absorb costs they are unable to recover from either direction.
- Engage in good faith negotiations with the affected Inbound Member on alternative dates, credits, or commercial arrangements before enforcing standard cancellation terms.
- Not hold Inbound Members liable for cancellation fees or costs arising directly from the Force Majeure event where the Inbound Member has acted promptly and in good faith to notify the Allied Member and mitigate losses.
- Prioritise the reaccommodation of affected Clients and Inbound Members when the Force Majeure event has passed and normal operations resume.

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### **C.3 — Obligations of Inbound Members in Force Majeure Events**

Inbound Members affected by a Force Majeure event shall:

- Notify Allied Members of the Force Majeure event and its impact on confirmed bookings as promptly as practicable, and in writing.
- Make good faith efforts to facilitate alternative commercial arrangements — including booking transfers, date changes, and credits — in preference to outright cancellation wherever possible.
- Keep both Allied Members and Clients informed of developments affecting the status of bookings throughout the event.
- Document the Force Majeure circumstances clearly in writing so that the basis for any waiver request is transparent to all parties.

### **C.4 — Payment Obligations During Force Majeure**

Where an Inbound Member is unable to remit payment to an Allied Member as a direct result of non-payment by an end Client caused by a Force Majeure event:

- The Inbound Member shall notify the Allied Member in writing as soon as practicable, explaining the circumstances.
- The parties shall engage in good faith negotiation regarding the timing, deferral, or restructuring of the outstanding payment before the Allied Member enforces contractual remedies.
- The Allied Member shall not unreasonably withhold agreement to reasonable payment deferral arrangements in genuine Force Majeure circumstances.

### **C.5 — Scope of this Part**

The provisions of this Part C represent the aspirational standard expected of TECNZ members. They do not override the terms of specific commercial contracts between parties, and parties remain free to negotiate Force Majeure provisions in their individual agreements. However, members who fail to act in accordance with the spirit of this Part may be referred to the TECNZ Ethics Committee under Part E.

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## **PART D — HEALTH, SAFETY AND DUTY OF CARE**

### **D.1 — Duty of Care**

TECNZ members must at all times uphold a duty of care to their contractors, Clients, visitors, and employees. This includes:

- Ensuring that all reasonably practicable measures have been taken to identify and control risks to health, safety, and welfare in the conduct of their business.
- Complying with the Health and Safety at Work Act 2015 and all associated regulations, codes of practice, and guidelines applicable to their operations.
- Promptly reporting and addressing any health or safety incidents involving Clients or visitors in the course of services delivered under a TECNZ member's arrangement.

### **D.2 — Product and Service Accuracy**

- Members shall ensure that all descriptions of products, services, accommodation, transport, and activities provided to Clients are accurate and not misleading.
- Where a product or service cannot be delivered as described — including due to changes in operating conditions, seasonal closures, or supplier failure — members shall notify Clients and Inbound Members promptly and offer appropriate alternatives or remedies.

## PART E — COMPLAINTS, DISPUTES AND ENFORCEMENT

### E.1 — Member Obligations

- Members shall conduct their activities so as to try to avoid disputes with other members and with Clients.
- Members shall maintain a system that facilitates effective communication with Clients in the event of a concern or complaint and shall ensure all reasonable client concerns are dealt with fairly and promptly.
- If a complaint is made by one member about another member, the complaint must be in writing to TECNZ CEO.
- Where a dispute arises between members, both parties shall make a genuine attempt to resolve the matter through direct communication before escalating to a formal process.

### E.2 — Dispute Resolution Process

Where direct negotiation does not resolve a dispute, the following process shall apply:

Step	Stage	Process
1	<b>Direct resolution</b>	The parties attempt to resolve the matter through direct negotiation within 20 working days of the dispute arising.
2	<b>Ethics Committee</b>	Either party may refer the matter to the TECNZ Ethics Committee. The Committee will review the matter in accordance with the TECNZ Complaints Policy and recommend a course of action within a reasonable timeframe.
3	<b>Appeal Panel</b>	Where the Ethics Committee's recommendation is not accepted by both parties, the matter may be referred to an Appeal Panel consisting of: the TECNZ Chief Executive; the TECNZ legal adviser; and an independent arbitrator acceptable to both parties. The Appeal Panel will only convene and make a binding determination where both parties agree in advance to be bound by its decision.
4	<b>Board referral</b>	Where investigation at any stage reveals a possible breach of this Code, the matter must be referred to the TECNZ Board for consideration in accordance with the Association's constitution and rules.

The TECNZ Complaints Policy (attached as Schedule B) provides further detail on the process for lodging and managing complaints under this Code.

### E.3 — Compliance with the Code

- Members are not justified in breaching any provision of this Code on the grounds that another member may be doing so.
- The provisions of this Code are not to be interpreted as requiring members to adopt a course of conduct inconsistent with the requirements of the Fair Trading Act 1986, the Commerce Act 1986, or any other applicable New Zealand law or regulation.
- In no circumstances shall this Code be interpreted as creating a legally enforceable obligation beyond the voluntary commitment made by members as a condition of TECNZ membership.

## SCHEDULE A — AMENDMENT HISTORY AND REVIEW

Date	Version	Notes
18 July 1995	<b>1.0 — Original</b>	Approved at TECNZ AGM, Wellington. Endorsed by NZTIA.
March 2002	<b>1.1 — Amendment</b>	Amended by members via postal ballot.
August 2010	<b>1.2 — Amendment</b>	Further amendments approved by members.
1 April 2026	<b>2.0 — Revision</b>	Full revision. Restructured into Parts A–E. Added Force Majeure provisions (Part C), Health & Safety (Part D), intermediary protection, supplier booking honour obligations, reciprocal instruction liability, and enhanced dispute resolution. Approved by TECNZ Board 1 Apr 2026.

## SCHEDULE B — TECNZ COMPLAINTS POLICY

See link for TECNZ Complaints Policy.

### Review Cycle

This Code shall be reviewed by the TECNZ Board no less than every five years, or earlier where significant changes to the operating environment, legislation, or membership structure make an earlier review appropriate.

— End of Code of Ethics & Practice —