

## Your Itinerary Terms and Conditions of Booking

Adventurers Travel Company Ltd (Adventurers)

Version 8 August 2020

**We advise you to read the following Booking Terms and Conditions. These Terms and Conditions form the basis of the itinerary agreement between you and Adventurers Travel Company Ltd.**

### 1. **Payment**

All prices are in New Zealand dollars. We accept payment by bank deposit or PayPal. The balance of Your itinerary cost is payable at least 6 weeks prior to the departure date of your itinerary.

Direct credit payments should be made to:

Adventurers Travel Company Ltd, ASB, Bank Account Number 12-3123-0011504-00. (Please reference your invoice number supplied and your Surname) For overseas international transactions please refer to your invoice for all other required Bank details.

Payment is usually made in 3 instalments. 25% of the total on booking. 25% 12 weeks out from itinerary start date and 50% 6 weeks out from start date.

Late payment, Adventurers reserves the right to cancel the whole itinerary if payment of any instalment is more than 1 week late.

PayPal payments made to [rachel@adventurerstravelcompany.com](mailto:rachel@adventurerstravelcompany.com)

### 2. **Cancellation Policy**

#### **A. Full Itinerary (the whole package Adventurers Travel Company has supplied)**

A deposit of 25% of the cost of your holiday is required to confirm your booking.

If You wish to cancel your booking, Adventurers Travel Company must be notified in writing. Once Adventurers Travel Company receives your notice, cancellation will take effect as per below:

The 25% deposit to confirm booking is non-refundable.

75% of the cost of Your holiday is refundable up to 12 weeks before departure date.

50% of the cost of Your holiday is refundable between 12 weeks and up to 6 weeks before departure.

No refunds will be given for cancellations less than 6 weeks before departure.

#### **B. Cancellation of specific activities whilst in New Zealand DUE TO WEATHER CONDITIONS OR HEALTH AND SAFETY:**

Cancellation by one of Adventurers Travel Company's providers:

Adventurers Travel Company and its third-party suppliers are not responsible for any fees incurred or associated with any of Your future travels plans that may be affected if one of the third-party suppliers cancel or modify any part of Your itinerary.

Weather is a major influence on activities and is particularly changeable in New Zealand, and can cause cancellations or changes at the last minute.

For none guided solely bike shuttles, the third-party suppliers will discuss with the group if adverse weather either prior to or on the day of the shuttle could potentially compromise the safety of the ride. If both parties agree then cancellation is subject to a 50% refund.

For guided biking and hiking tours

The third-party suppliers reserves the right to change the date of departure or conclusion of a tour, postpone or cancel a tour, modify any aspect of a tour or itinerary, substitute different trails or itineraries within the tour, or delay any such aspect of the tour or services if in the absolute discretion of the Provider it is necessary to do so due to inclement weather, heavy rain, high winds, snow, ice, or any conditions that the Provider considers to be hazardous, dangerous, adverse, or threatening to the safety of clients/participants, staff, contractors, or anyone associated with the operation of the tour or services. The weather leading up to the tour or service will also be considered as it affects the condition of the trails and natural environments where the services are carried out. In this case cancellations are subject to a 50% refund.

**C. Cancellation or changes to the itinerary, whilst in New Zealand (or within 6 weeks of departure) DUE TO CLIENTS WISHES:**

Cancellation due to Your wishes will be subject to 100% cancellation fee and You will be responsible for paying for and re organising either part or the rest of the itinerary (whichever is more significantly affected by the change)

**D. COVID-19 special circumstances:**

Any interruption to your booking because of Government requirements for Alert Levels that restrict travel or to reinstate lockdown as a result of COVID-19, your booking can be rescheduled for another date (depending on availability) or can be refunded minus \$50 admin fee.

Adventurers Travel Company Ltd reserves the right to apply discretion in special circumstances.

**3. Tour and services pricing**

Adventurers Travel Company Ltd advertises the prices of packages and tours based on current costs, rates and assumptions made at the time of advertising. Adventurers Travel Company Ltd will do its utmost not to increase its prices but at times out of its control this however could take place. Adventurers Travel Company Ltd reserves the right to amend its prices up to 60 days before the departure date of its tours. Adventurers Travel Company Ltd will inform you of this in writing.

Availability of accommodation in various regions can be low especially in holiday times. Adventurers Travel Company Ltd reserves the right to change the advertised accommodation of a tour if the proposed venue is not available. You will be informed of any changes before you depart on your tour.

**4. Skills, ability and fitness**

- A. Adventurers Travel Company Ltd relies on the information about Your skill and fitness level that You provides at the itinerary creation stage to suggest various tracks, trails, activities etc.

You are responsible to make Your own enquiries as to the suitability of the routes/trails that You intend to follow, and You will rely entirely on your own judgement in relation to that.

By purchasing the final itinerary, You accept that You possess the necessary skills level to participate in the activities detailed.

You must be in reasonable health. If You are unsure, please advise us of Your concerns BEFORE making Your deposit or subsequent payments.

The third-party supplier reserves the right to cancel Your booking, modify any aspect of Your tour, substitute different trails within the tour, or delay any such aspect of the tour or services if in the absolute discretion of the third-party supplier You do not meet the skills, ability and fitness requirements for the specific trail or activity. In this case no refunds will be given.

If You are deemed to not meet the skills ability and fitness required and the third-party supplier deems in order for the activity to take place that an additional guide is required, then You will be responsible for the cost of this.

**5. Travel insurance**

We recommend You take out full personal travel insurance for all our itineraries. Specifically, with helicopter rescue covered.

**6. Force Majeure**

If Adventurers Travel Company Ltd is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of terrorism, acts or omissions of a third party or any other cause whatsoever outside Adventurers Travel Company Ltd's reasonable control, Adventurers Travel Company Ltd will be under no liability to you and may, at its option, by written notice, either cancel the itinerary or arrange alternative itinerary arrangements.

**7. Risk and safety declaration**

You acknowledge that:

Adventurers Travel Company Ltd's employs third party suppliers to provide services such as, but not limited to, Your food, accommodation, guided and independent activities, hire cars and equipment such as hire bikes and that Your right of action regarding any shortcoming of that third party's performance is against the third-party and not against Adventurers Travel Company Ltd.

Adventurers Travel Company Ltd's third-party suppliers reserve the right to withdraw any person from a tour or activity, who in their opinion, is likely to endanger themselves or others.

The third-party suppliers also reserve the right to cancel any activity on the grounds of safety.

You must follow the instructions of Your guide and use any safety equipment provided at all times and accept the inherent and increased dangers and risks associated with Your proposed tour and the accompanying risk of injury, death or property damage or loss.

**8. Liability Waiver**

In consideration of Adventurers Travel Company Ltd accepting Your booking, You:

Release, waive, discharge, hold harmless and agree to indemnify Adventurers Travel Company Ltd and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in New Zealand from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during Your travel in connection with the itinerary or any activities conducted in conjunction there within unless caused by the wilful negligence or wrongful act of Adventurers Travel Company Ltd and its employees. Regardless of the situation of circumstances giving rise to the claim, You waive any claims You have, or may at any time have, against Adventurers Travel Company Ltd and its employees and You agree, by accepting the additional inherent dangers and risks associated with the itinerary, not to make any claim against or seek any compensation from Adventurers Travel Company Ltd and its employees in respect of any personal injury, illness or death suffered by You or damage to or loss of property sustained by You as a result of Your participation in the itinerary.

To the extent permitted by law, all our liability for damage to Your property, disruption to travel plans, or mental injury is excluded. This is subject to any rights you may have under the Consumer Guarantee Act 1993 if booking in NZ. If sections of the Act do apply Adventurers Travel Company Ltd's liability is limited to resupplying the services or paying the costs of resupplying the services, whichever is the lesser. **WARNING:** Under New Zealand law it is extremely unlikely that you will be able to sue anyone if You are injured and/or

suffer disruption in Your travel arrangements. Adventurers Travel Company Ltd holds a current public liability and indemnity insurance policy.

**9. Privacy of information**

In the unlikely event of an accident, acceptance of these terms and conditions allows us to provide any special medical or personal information You have given us to the medical or emergency services personnel.

**10. Jurisdiction**

Your booking and all operations undertaken by Adventurers Travel Company Ltd are governed by the laws of New Zealand. You will be sent the current Terms and Conditions with your booking. Please read them carefully. Last Updated 25<sup>th</sup> May 2019.