

## Locally Sourced Tours - Terms & Conditions

These Terms apply to all bookings that you make with us. We can amend these Terms from time to time and the Terms applicable to your booking will be the Terms published on our website at the time of the booking. The general process is that you request to make a booking for a tour, we will provide you with a quote, and if you wish to accept the quote, confirm the booking and pay a deposit. Once you confirm acceptance of the booking, there will be a binding contract between us and you (and everyone on whose behalf you make the booking). Where the context permits, every reference to you includes all persons on whose behalf you have booked the tour.

You may not rely on any variations to our Terms (as published on our website) unless we have agreed to the variations in writing (which includes email and text).

### THE CONTRACT

When you sign the booking form, you represent to us that you are authorised to sign it on behalf of everyone who is booked for the tour and that you and they will all be bound by these terms once a contract comes into force. By signing the booking form, you are liable to us for all payments that are required to be paid to us pursuant to these Terms.

Travel services that we can provide to you will be detailed in our travel quote and only those services will be provided.

The contract that will come into existence between us will be the entire agreement between us. We will not be bound by any representation or statement that is not set out expressly in these Terms and we accept no liability for any representation or statement that is not expressly set out in these Terms.

You may not assign or transfer your rights or obligations under the contract.

If any provision of the contract shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions of it shall not be affected, prejudiced or impaired.

### PAYMENTS

A non-refundable deposit of 10% of the quoted tour price must be paid when you confirm the tour. The balance of the tour price must be paid no later than 10 weeks prior to your departure date. Should this final payment fail to reach us by the date specified, we reserve the right to treat the booking as cancelled. If a booking is made 10 weeks or less prior to the departure date then the full amount is payable on booking.

If you make your reservation through a travel agent we shall address all communication to the agent. All monies paid by you to a travel agent are held by the travel agent for us until such monies are forwarded to us.

### CANCELLATIONS AND TOUR CHANGES

Once we have a contract, you may not withdraw from it except as permitted by the Terms. We will accept a cancellation by you providing that any cancellation must be made in writing and the payments below are made. Any cancellation by you will be effective from the date of physical receipt by us. The date on which cancellation is received by us or our agents will determine the cancellation charges applicable. The cancellation charges are expressed as a percentage of the total tour price and based on the number of days notice before date of departure. Date of departure is defined as the day of commencement of any tour arrangements we have made for you. These charges are as follows:

- More than 30 days before departure – loss of deposit
- 15-30 days before departure 75% (including the deposit)
- 15 days or less before departure 100% (including the deposit)

Underbooking is the situation in which the minimum number of persons required to run a tour is not met, in which case, we can cancel the tour/ your booking. We may cancel at any time once it becomes clear that the minimum number of persons will not be met. If we have to cancel your tour before the date of departure, we will if possible give you the choice of taking an alternative tour (where this would cost more, you would be required to pay the additional costs but where the cost would be lower, we will refund the difference) or accepting a full refund. You will be required to make your election and to pay any additional costs within the time that we specify at the time that we make any offer of an alternative tour. Where you opt for an alternative tour, all of these Terms will apply to it, and the process for booking it will be as set out in these Terms.

The paragraph above also applies where an event of force majeure occurs i.e. where, for any reason beyond our reasonable control (including by way of example, war, civil strife, industrial disputes, and natural disasters), we have to cancel the tour/your booking. However, where, because of the event, it is not possible to offer an alternative tour, the only option will be for a full refund.

If, prior to your departure, we become unable to provide a particular activity that you have booked, we will if practicable, advise you before departure, but we are not obligated to do so or to pay you compensation. We will, if practicable, offer a replacement activity, which you may accept or decline. If you accept, then you will be required to pay any additional costs and if the costs are less than what had been contracted for, then you will only be required to pay the lesser amount. If you decline to accept any offer, then we will refund to you the cost of the activity. You will be required to make your election and to pay any additional costs within the time that we specify at the time that we make any offer.

If, prior to your departure, it becomes clear that we will not be able to provide a significant proportion of the services that you have booked, we will if practicable offer alternative arrangements for you, which you may accept or decline. If you accept, then you will be required to pay any additional costs and if the costs are less than what had been contracted for, then you will only be required to pay the lesser amount. If you decline, then the contract between us will be terminated and all monies paid by you will be refunded. You will be required to make your election and to pay any additional costs within the time that we specify at the time that we make any offer.

If, prior to your departure, we become unable to provide the destination that you have booked, we will advise you as soon as reasonably possible. We will, if practicable, offer (on the basis of these Terms) a replacement destination, with as many of the activities that you have booked as is possible, which you may accept or decline. If you accept, then you will be required to pay any additional costs and if the costs are less than what had been contracted for, then you will only be required to pay the lesser amount. If you decline, then our Contract will be terminated and all monies paid by you will be refunded. You will be required to make your election and to pay any additional costs within the time that we specify at the time that we make any offer.

If, after you depart, we become unable to provide a particular activity that you have booked, we will if practicable, advise you, but we are not obligated to do so or to pay you compensation. We will, if practicable, offer a replacement activity, which you may accept or decline. If you accept, then you will be required to pay any additional costs and if the costs are less than what had been contracted for, then you will only be required to pay the lesser amount. If you decline to accept any offer, then we will refund to you the cost of the activity. You will be required to make your selection and to pay any additional costs within the time that we specify at the time that we make any offer.

In the unlikely event that, for any reason, we become unable to provide a significant proportion of the services you have booked after you depart, we will if practicable offer alternative arrangements for you, which you may accept or decline. If you accept, then you will be required to pay any additional costs and if the costs are less than what had been contracted for, then you will only be required to pay the lesser amount. If you decline, we will provide you with transport back to your point of departure and a pro rata refund (as determined by us) for the cost of the remainder of your holiday.

Many of the best activities are weather dependent. If something is cancelled by an operator, then talk to the operator and see if they can get you on another departure. If not let us know as soon as possible as we may be able to fit a similar activity into your itinerary elsewhere. If that is not possible, then at the end of your tour, we can work out any necessary reimbursements and refund in a one off payment. Please note that no operator has authority to authorise any refund on our behalf.

## **TOUR PRICES**

Prices quoted by us may be changed at any time until we have confirmed in writing acceptance of your booking. Even after that time, prices may be changed if we are charged additional costs after that time including, for example, where agencies that are used to provide services on tour raise their costs for any reason and should that occur, if that would result in your paying an additional amount of more than 10% of the tour price, you will be entitled to cancel your tour with a full refund of all monies paid to us. Should you decide to cancel because of this, you must exercise your right to do so within 5 days of the date of our advice. If there is less than 5 days before the departure date, then by no later than one day after you have received our advice of the increased costs.

## **SPECIAL REQUESTS**

If you have special requests (including by way of dietary or medical requirements), you should inform us of such requests prior to departure. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met.

## **ITINERARIES**

The type of travel we offer requires flexibility and must allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on our part. The final decision on the itinerary and conduct of any tour will be taken by us or our agents in the interests of the group/or clients as a whole. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to events beyond our reasonable control.

On receiving your itinerary and travel documents please check all documentation and tickets thoroughly and notify us as soon as possible of any discrepancy. We cannot accept any liability if we are not notified of discrepancies within 7 days of dispatch or (if you do not receive the documents at least 7 days before your departure date) before departure on tour.

Where we rely on third parties or act as an agent, we do not accept responsibility or liability for any failure by any third party or our principal in providing products or services to you. In the event that such a situation arises, we will make reasonable efforts to get the third party or our principal to rectify any problems or to find a suitable alternative for you.

## **UNUSED SERVICES**

No refunds will be given for missed or unused services such as hotel rooms, meals, sightseeing trips or included activities irrespective of the reason why you have missed or not used the services. The quoted price is an inclusive price for the tour, as a package.

## **RISK**

At all times the decision of the tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. You must at all times strictly comply with all laws, customs, foreign exchange and drug regulations. Should you fail to do so then you may be ordered to leave the tour without any refund and without any legal claim against us.

## **TRAVEL INSURANCE**

It is essential that all passengers are covered by insurance before setting out on holiday. This insurance must cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience. If you are undertaking a diving tour, your insurance must also cover this activity. We suggest that you ensure that the insurer is aware of the type of travel to be undertaken.

## **AMENDMENTS**

If you wish to make any alterations to your holiday we will make every effort to accommodate these, but cannot guarantee that this will be possible. If alterations you request are possible, these will be subject to any additional costs or charges imposed by the relevant supplier, and a sum of USD\$100 to cover our administrative costs. Requests for amendments must be made in writing by the person who signs the booking form.

If we accept a request to transfer you from one tour to another you will be liable for any costs imposed on us by our suppliers for the cancellation of your original tour. We also reserve the right to charge an administration fee of 20% of the value of the first tour booked, payment of which would be required before we confirm your booking for the alternative tour.

## **NO LIABILITY FOR PERSONAL INJURY OR FOR LOSS OR DAMAGE TO PROPERTY**

Where your tour involves adventurous activities, you acknowledge that the nature of tour may involve a significant amount of personal risk, including by way of example, personal injury, disease, loss or damage to property, inconvenience, and discomfort. You further acknowledge that you are fully aware of the risks of injury associated with your participation in these various activities and agree to voluntarily assume all such risk.

Accordingly, it is a fundamental term that to the maximum extent permitted by law, neither we (nor any director, employee or agent of ours) nor any operator engaged by us will be liable in any respect for any death or personal injury or for any loss of or damage to any property arising out of or incidental to your tour.

## **NO LIABILITY FOR ANY FORM OF INDIRECT OR CONSEQUENTIAL LOSS**

We accept no liability for any form of pecuniary loss (however arising and including without limitation loss of income or profit) suffered by you as a result of any breach of these Terms by us or by the failure for any reason to provide any of the services contracted for.

## **FURTHER EXCLUSIONS AND LIMITATION OF LIABILITY**

To the fullest extent permitted by law, we contract out of any condition, guarantee, warranty or any other form of assurance that would be implied by law and give only those conditions, guarantees, warranties, or assurances expressly set out (if any) in these Terms.

Should we have any liability to you under any head of law (including for breach of contract or negligence or anything else and whether for bodily injury, illness, death, damage to or loss of property, inconvenience or discomfort, or for damages or compensation of any kind or anything else ) or under any applicable statute, then to the extent permitted by law, our liability is limited to US\$1000.00. To avoid doubt, where you have booked on behalf of more than one person, this limitation of liability is an aggregate sum, that applies to any claims of any kind by all persons on whose behalf you have made the booking.

You agree that you may not raise any complaint or, to the extent that we can insist on this by law, make any claim of any kind, at any time later than 3 months after the tour (including any alternative tour that is offered and accepted) has ended or been terminated or cancelled or not provided for any reason. Any complaint or claim must be in writing.

## **THIRD PARTY OPERATORS**

We provide some of the services by booking services through third party operators. We are not their agent nor are they ours. We have no control over the operators and accept no liability or responsibility (in either case of any kind), other than as expressly set out in these Terms, for the actions or omissions of the operators (of any kind and including without limitation any negligence or deliberate or wilful actions or omissions) or for any circumstances that have an adverse impact on the ability of the operators to provide any services or to provide them on time. This exclusion of liability relates to any form of personal injury (including death), any form of property damage, and any kind of cost, expense, loss, damages (including without imitation any form of loss of income or profit) or compensation. This exclusion of liability is separate

## **COMPLAINTS WHERE SERVICES ARE NOT AS DESCRIBED**

Subject to the other provisions of these Terms, we accept liability should any part of your holiday arrangements booked with us not be as described in your personal itinerary and not be of a reasonable standard. Provided that you follow the complaints procedure set out below, we will refund to you an amount equal to the cost of that activity. Any sums received by you as well as the cost of any alternative arrangements made for you by us will be deducted from any sum paid to you as compensation by us.

Our liability in the previous paragraph will not arise where the reason why any part of your holiday arrangements booked with us not being as described in your personal itinerary and not being of a reasonable standard is not due to any fault on our part or of any operator engaged by us.

If you have a complaint as to any part of your holiday arrangements booked with us not being as described in your personal itinerary and not being of a reasonable standard, you must inform both us and any relevant supplier immediately. Matters can be most easily sorted out for you on the spot whilst you are on your tour. If the matter cannot be resolved to your satisfaction whilst on tour, we will deal with the matter promptly upon your return.

## **TRAVEL DOCUMENTS**

You must be in possession of a valid passport, visas, permits and certificates as may be required for the tour. It is your sole responsibility to make sure that you have all necessary visas, health requirements for your entire journey, including transit visas where required. We do not accept responsibility for changes in regulations for visas or any particular requirements for visas and will not be held responsible for your failure to obtain the necessary visas.

It is your sole responsibility to book for and pay for any flights.

Any information and advice given by us on visas, vaccinations, climate, clothing, baggage, flights and anything else that is not a service that we contract to provide is given in good faith but without any liability or responsibility.

## **EXPERIENCE, LICENSES, CERTIFICATIONS AND FITNESS**

Certain activities require a minimum level of experience in order to participate and we expect you to be honest with us in assessing your level of fitness and abilities. Where applicable we will advise you of these requirements in good faith. You accept full responsibility for ensuring you have the relevant experience, licenses and certifications required to participate in these activities and carry documents to that effect. You agree to that we will not be liable for any refusal to allow you to engage in the relevant activity due to your lack of documentary evidence, insufficient experience licences or certification or inadequate level of fitness.

By agreeing to these Terms, you confirm that you are in good health for the activities that you will be undertaking and have advised fully any medical history that could in any way adversely affect your participation in the tour. You agree that you will not participate in activities if you are feeling unwell or undertake any diving activities if you have a chest cold or respiratory congestion while on the tour. Where you will engage in diving activities organised through us, you must produce a diving medical certificate completed by a diving medical specialist if you have any medical condition contrary to these requirements.

## **DIVING TOURS**

In addition to any other provisions of these Terms that relating to diving tours, to participate in diving, you will be required to sign an Information and Disclaimer form in the form required by us.

## **EXPELLING TOUR MEMBERS**

We reserve the right to withdraw services and expel from any tour any person who is causing risk to themselves or the environment, or negatively impacting on others' enjoyment of their tour. In the event that this occurs, you agree that you will not be entitled to a refund of any sort and that you will be fully responsible for your travel arrangements from the point of expulsion.

## **EQUIPMENT AGREEMENT**

You agree to reimburse us or the relevant operator for any of equipment lost or damaged whilst in your care.

## **PUBLICITY**

You agree that we may use images of you taken during the trip without recourse you and without compensation to you, for publicity and promotion purposes through whatever medium we choose.

## **ERRORS AND OMISSIONS**

We have endeavoured to verify the accuracy of statements made on the website or in any advertising material originated by the us but to the maximum extent permitted by law, we accept no liability for any error, omission, or inaccuracy.

## **USE OF OUR WEBSITE**

You must not attempt to gain unauthorised access to any information, or any computer systems or networks, through hacking, password mining or any other means. You must not use contact information provided by users of the website, or harvest such information, to send or facilitate the sending of unsolicited bulk communications such as SPAM.

We cannot guarantee that our website will be accessible 24 hours a day. In addition to and separately from any other provision of these Terms, you agree that we will not be liable for any inability by you to access or use the website where the cause arises from an event that is beyond our reasonable control.

You acknowledge and agree that internet transmissions are never entirely secure or private, and that any message or information you send to or through our website and while using online transactions may be read or intercepted by others, even where a website is stated as being secure. We will take reasonable steps to preserve the security of any transmission from you but we accept no liability of any kind for the interception or 'hacking' of any data through our website by unauthorised third parties.

We endeavour to avoid the infiltration to our website of viruses and other harmful or invasive mechanisms but accept no responsibility or liability should your computer system, device or website be affected by any such mechanisms upon visiting our website or any linked website. You must take your own precautions to ensure that the process which you employ for accessing this website and any linked website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.

We do not warrant or guarantee that the site will operate error free or that loss of data may not occur.

This website may contain links to other websites ("Linked websites"). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Linked Websites. Our links with Linked Websites should not be construed as an endorsement, approval or recommendation by use of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those Linked Websites including further links contained on those Linked Websites, unless, and to the extent expressly stipulated to the contrary.

#### **PRIVACY POLICY**

We will provide your personal information to operators and carriers to enable the operation of the services requested by you. We do our utmost to protect your personal information. Please refer to our website for the Company's Privacy Policy.

#### **CONTRACTS PRIVACY**

To the fullest extent permitted by law, any provision in these Terms in favour of any director, employee, or agent of ours or any operator is intended to be enforceable by them. Nevertheless, these Terms may be varied at any time without their consent.

#### **LEGAL JURISDICTION AND PRINCIPLES**

The contract will be governed by and construed in accordance with the laws of New Zealand the parties submit to the nonexclusive jurisdiction of the New Zealand Courts.