

STANDARD TRAVEL AND TOUR TERMS AND CONDITIONS

Upon acceptance by you of this travel proposal and with such amendments of which you may notify us in writing, we will endeavour to secure your bookings and provide you with tickets and vouchers for transportation, accommodation and other services and activities as detailed, subject to the following:

Our Services and Obligations

1. Deposits are non-refundable other than where covered by travel insurance or as specified below - refer items 6 & 7.
2. Interim, installment and final payments are due by the specified dates prior to the tour departure date. Failure to pay by these dates may result in automatic cancellation and loss of deposits plus penalty interest being charged at a rate of 3.5% above the current bank rate.
3. Changes to itinerary - locations, hotels, attractions, flights and times specified in itinerary may be amended dependent on local availability and conditions. We reserve the right to vary the itinerary should circumstances make this necessary.
4. Bookings for all escorted tours are subject to the overall group numbers meeting or exceeding the minimum group numbers. This will be confirmed one month prior to departure or prior to the despatch of tickets and final travel documentation.
5. Currency fluctuation - as payment for a substantial portion of travel arrangements are paid in foreign currencies we reserve the right to adjust the final cost should the comparative value of the NZ dollar deteriorate.
6. Cancellations and amendments - Cancellation of travel arrangements after registration - loss of deposits and any subsequent interim or installment payments. For cancellations 90 days or more prior to departure - 50% of tour cost, plus any additional deductions as per supplier conditions applicable from time of booking. Cancellations from 46 to 89 days prior to departure 75% non refundable. Cancellation within 45 days of departure - no refund. Tickets for events, airfares, taxes and visas are non refundable. An amendment fee of \$75 plus supplier charges apply for every amendment to your booking after registration. There is no refund for any unused services.
7. Travel insurance - it is recommended to take out a fully comprehensive travel insurance policy for the full period of your travel. This insurance will include cover for loss of deposits as well as any non excluded medical treatment and special services cover. A special premium discount rate of 10% applies where there is a group of 10 or more travelling. Where travel insurance is not purchased through us, please note that a claim assistance fee of \$100 per person will apply. The cost of loss of deposits insurance cover (only) is \$95 and is subject to the terms and conditions of the policy. It is effective from the receipt date of your registration until the date of final payment where cover is included under the full travel policy. The \$95 Loss of Deposits insurance cover deposits costs of up to \$2,500 including our claim processing assistance.
8. It is the responsibility of travellers to acquaint themselves with the destination and official travel advisory notices, obtain their own advice on medical precautions applicable to each destination and ensure they have entry visas for all destinations and re-entry permits if necessary.
9. Entries to attractions or suggested tour times are based on available information at time of the preparation of the tour. We do not accept liability for "acts of god" or other matters outside of our direct control. Where attractions include visits to gardens or areas of wildflowers please note that these are subject to seasonal variations, climate change and matters outside of our control.
10. Tour documentation will be forwarded a minimum of ten days prior to tour departure date.
11. What we supply to you is the arranging and co-ordinating of your travel, accommodation, activities and ancillary services, the making of bookings, and issuing tickets and vouchers to be redeemed by service providers and other suppliers.
12. We are sales agents for the services and products to be supplied by principals. Accordingly all tickets, vouchers, coupons and other service orders are issued subject not only to the general terms and conditions applying to our transactions, but also upon those terms and conditions upon which the transportation, accommodation, activities, entertainment, or other services or products are supplied.
13. We further acknowledge that we are bound by the statutory guarantees under the Consumer Guarantees Act (where applicable) except where our services are acquired or are held out as being acquired for the purpose of a business when they do not apply or where matters outside of our control affect arrangements.
14. When issued by the principal, the principal's contract shall unless inconsistent with the law of New Zealand constitute the sole agreement relevant to the supply of that particular service or product and shall be governed by the regulations and by-laws of that principal subject always to the applicable law in the country in which the service or product is supplied.

The Tour Company