

Terms and Conditions for China and Japan, Two Ancient Worlds Tour

Introduction

Please read these terms and conditions carefully, as they form the basis upon which bookings are accepted by YOURTours. By paying your deposit, you are deemed to have accepted these terms.

Validity

Prices for Hosted Small Group Tours are valid as stated per tour and are accurate at the time of printing.

Please note:

- Information provided in this document is based on details supplied by third-party providers. While YOURTours strives to ensure accuracy, we cannot guarantee personal knowledge of current conditions related to accommodation, facilities, or services offered by these suppliers.
- Facilities and services described may change after the date of printing and without prior notice.

Confirmation of services:

Your acceptance of a quotation or your booking request does not guarantee actual availability of the requested flights, tours, accommodation, or services until such time as you receive a confirmation invoice from YOURTours and the payment deposit has been made.

Deposit and Payment Schedule

1. Non-refundable Deposit: \$3,000 is required within 7 days of receiving your booking confirmation.
2. Second Instalment: 50% of the total cost is due by 30th April 2025.
3. Final Payment: Remaining balance is due by 21st July 2025.

Important Payment Information

- Late Payments: Failure to pay by the due date will result in automatic cancellation without notification.
- Last-Minute Bookings: Bookings made on or after 21st July 2025 require full payment at the time of booking.
- Cruise and Rail Tours: Additional deposit amounts, payment schedules, and dates will be specified in your deposit invoice.
- Passport Requirements:
 - A copy of your passport is required to confirm your booking.
 - Passports must be valid for at least six months after the scheduled return date.

Amendments

If you wish to alter your arrangements after your booking is confirmed, you must notify us in writing. We will endeavour to make the amendments you require however due to the additional administrative costs there will be a \$100 charge per amendment plus any fees imposed by our suppliers or operators.

Force Majeure

YOURTours defines Force Majeure as unforeseen circumstances beyond reasonable control, including war, civil unrest, natural disasters, pandemics, or other events preventing the delivery of services. YOURTours is not liable for costs or missed opportunities arising from Force Majeure events. Travelers must seek reimbursement from their travel insurance for any unrecoverable costs.

Cancellations and Refunds

Unless otherwise specified in our confirmation letter to you, or subsequently advised to you, cancellation fees apply as follows:

- Initial Deposit is fully refundable for any reason up to 7 days from receipt of deposit by YOURTours.
- Cancellations received up to 79 days prior to tour departure, only monies recovered from suppliers will be refunded.
- Cancellations 80 days prior to tour departure date – 100% loss of tour value.

All cancellations must be received in writing and are assessed based on the date received in our office. Cancelled bookings will incur administrative charges, which may be up to 100% of the booking cost. At a minimum, cancellation charges are 10% of the total booking value, plus any applicable supplier fees or penalties. Supplier cancellation fees or penalties are beyond our control.

No refunds are available for cancellations after the tour has commenced or for unused services such as tours, accommodation, or meals. Travelers must claim any unrecoverable costs or fees from their travel insurance provider. Decisions regarding compensation are at the discretion of the travel insurance company.

In the event the NZ Government Safe Travel website (www.safetravel.govt.nz) issues a "Do Not Travel" advisory for any country on the itinerary after payment, YOURTours reserves the right to cancel all or part of the itinerary. Refunds for unused services will be pursued on the travellers' behalf but are not guaranteed. Travellers must claim any unrecoverable costs from their travel insurance provider. It is the traveller's responsibility to read and understand their travel insurance policy before making payments to YOU

Early Return, Illness, or Absence

Early return expenses are your responsibility. There is no refund for absence or early departure from a trip, including but not limited to the cost of any reduction of your holiday, accommodation, transfers, meals or sightseeing cruises or any optional extensions. It is a requirement to travel on our hosted tours to hold comprehensive travel insurance which covers such circumstances.

Prices, Taxes and Currency Fluctuations:

YOURTours guarantees the price of your arrangements once you have paid us in full. Hosted Small Group Tour prices are based on costs and exchange rates as of 01 March 2024 – should this change, it may be necessary to reprice your tour.

Please check with YOURTours before confirming your reservation to ascertain if there have been any pricing changes. The price quoted for a tour will be a total figure and no breakdown of component costs can be provided. Taxes or levies imposed by government bodies, or their agencies are beyond our control. Prices shown are for payment by bank transfer or debit card only (eft-pos).

Additional Transportation Costs:

Changes in transportation costs, including without limitation the cost of fuel, dues, taxes, devaluation, ferry surcharges, airfare increases, or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your tour arrangements may change after you have booked. Increases in transportation costs may be charged to you at any time up to your departure.

Credit Card Transactions:

We accept Mastercard, VISA, American Express and Q-Card for Credit Card payment. Payments made with American Express, and Q-Card will incur a service fee of 4% per transaction. Payments made with Mastercard or Visa will incur a service fee of 1.7%.

Not Included in Tour Cost:

Visas, insurance, excess baggage, optional activities, cruise shore excursions (unless stated otherwise) and items of a personal nature.

Home pick-up “door to door” transport:

YOURTours home pick-up/drop-off only applies to travellers located within a 50km distance of their local domestic or international airport serviced by Air New Zealand, Air Chathams or Sounds Air. Home pick-up outside these zones will be considered on a case-by-case basis. Tour guests who miss the pre-booked transfers must make their own way to/from the airport at their own expense.

Holiday Variation:

If unforeseen circumstances beyond our control require us to make necessary changes to your tour, we reserve the right to cancel or reschedule departures and itineraries. When it is necessary to change a hotel, the company reserves the right to substitute accommodation of at least a similar standard. Travel dates and transit points are based on airline schedules available at the time of publishing. These may change at any stage which may alter the itinerary and require amending flights and/or cities. Cruise lines reserve the right to change ports of call at any time including during the cruise itself. YOURTours is not liable for any additional costs incurred in any changes beyond our control.

Tour Manager:

Hosted Small Group Tours YOURTours reserves the right to change the allocated tour manager should it be deemed necessary.

Accommodation and Meals:

Accommodation descriptions are based on current guides and are subject to change. Accommodation photographs may not be specific to the actual hotel room occupied.

Meals highlighted in the tour brochure indicate the meals included in your tour price. Any special meal requirements, including allergies, must be provided at time of booking, and are received on a request basis only. YOURTours cannot assure that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled.

Maps:

Maps used are for illustration purposes only and may not be to scale.

Checked Baggage:

Due to space limitations aboard supplier/operator vehicles, you may only bring with you on your tour one average-sized piece of checked baggage weighing a maximum of 23kg, plus one small piece of carry-on luggage weighing a maximum of 7kg. If you bring excess baggage with you, we reserve the right to leave that excess baggage behind and you will be solely responsible for arranging and paying for storage of that excess luggage during your tour. We will have no liability to you for that excess luggage.

Smoking:

You may not smoke in your hotel room or on any of our supplier/operator vehicles. Smoking in a non-smoking room will result in a fine.

Solo Passengers:

All our tour pricing is based on twin/double share. Solo travellers are welcome to join us by paying the single supplement cost. Available solo spaces are limited on each tour.

Travel Advice:

While every effort is made to ensure tour travellers safety, YOURTours makes no representation as to the safety, conditions or other issues that may exist at any destination. For travel advice please contact the Ministry of Foreign Affairs and Trade or visit their website at www.safetravel.govt.nz.

Passports, Visas & Health:

It is your responsibility to have a valid passport and any visas, re-entry permits and/or health regulations which meet the requirements of immigration and other government authorities.

Delivery of Documentation:

YOURTours will provide final travel documents at least two weeks before departure. Bookings made close to departure date may mean documents will be sent after the two-week period before departure.

Insurance:

It is a condition of booking one of our tours that travellers are adequately insured for the full duration of their tour. It is recommended travel insurance is purchased at the time of reservation and payment of your tour deposit. Confirmation of Comprehensive Travel Insurance must be provided at the time of full payment or 90 days prior to travel (whichever comes first).

Your Responsibility:

For the wellbeing of all travellers, tour guests are expected to conduct themselves in an orderly and acceptable manner and not disrupt others. You agree to comply with these terms and the terms that apply to any goods or services supplied to you by other operators. You also agree to comply with our reasonable requests and the requests of other operators. If a tour guest is found engaging in any inappropriate behaviour and to ensure the comfort and safety of our customers, YOURTours reserves the right to remove them from the tour. This decision is made to maintain a safe and respectful environment for all participants. You indemnify us for any liability, costs, damages, or other expenses we suffer or incur as a direct or indirect consequence of your behaviour while part of your tour.

Customs, Immigration and New Zealand Law:

If applicable, it is your responsibility to comply with any New Zealand immigration, customs and/or quarantine regulations when entering New Zealand. We will not, under any circumstances, have any liability or responsibility to you if you do not comply with any customs and immigration rules and regulations or if you fail to comply with any New Zealand laws. Should you fail to comply with immigration requirements, resulting in you being unable to re-enter New Zealand, you indemnify us for any liability, costs, damages or other expenses incurred.

Business Purposes:

You agree that where our services are acquired for business purposes, or where you hold yourself out as acquiring our services for business purposes, the Consumer Guarantees Act 1993 will not apply to any supply of goods or services made under these conditions.

Governing Law:

This agreement is covered by the laws of New Zealand. Any claim or legal action against overseas suppliers is likely to be subject to the terms of your contract with them and may be governed by the laws of other countries.

Responsibility:

There is no contract between the company and the traveller until the company has provided a confirmation invoice and the appropriate deposit has been received. YOURTours accepts bookings subject to the following conditions:

- (a) YOURTours acts as a co-ordinator for all persons taking the tour in the making of all arrangements for transportation, sightseeing and hotel accommodations none of which are owned, managed, controlled or operated by YOURTours.
- (b) YOURTours only acts as an agent for the owners, contractors and suppliers of transportation and/or other related travel services provided and assume no responsibility for the loss or damage to property or for injury, illness or death or for any damages or claims however so caused arising directly or indirectly from accidents, loss or damage to person or property, delays, transport failures, strikes, wars, uprisings or acts of God over which we have no control.
- (c) YOURTours does not assume responsibility for seat assignments, name changes, schedule or flight changes, cancellations, claims for reimbursement of airline ticket fees or any other loss or expense incurred to you for any reason whatsoever when purchasing or using airline services.
- (d) While the company will use its best endeavours to operate all tours as advertised, reasonable changes in the itinerary may be made without notice where deemed necessary or advisable by the company.

(e) The information contained in this document is correct to the best of the Company's knowledge at the time of print. The Company however accepts no liability for innocent inaccuracies contained herein.

(f) Please note that employees of overseas suppliers are not authorised to make undertakings to our travellers in respect of refunds or other matters.

(g) If you are participating in a YOURTours small group tour you must over the age of 18 years.

Group Tour Departures:

YOURTours operate Hosted Small Group tours subject to a minimum number of participants. On receiving an initial deposit payment for a booking, we will send you a confirmation invoice and subsequently advise you once the tour departure is guaranteed. This will be no later than 10 weeks prior to the departure date. We reserve the right to cancel the tour up until 10 weeks prior to departure.

Health and Fitness Requirements

To participate in our tours, travellers must be in good physical and mental health and fully capable of taking part in the activities outlined in the tour itinerary. This includes the ability to walk unaided at a reasonable pace. Walking poles or sticks may be used for balance, provided no additional assistance or support is required. Please note that YOURTours is unable to accommodate walking frames on international tours.

At the time of booking, travelers are required to disclose any physical or medical conditions that may require special accommodations during the tour. We strongly encourage consulting with a YOURTours representative prior to booking to assess the suitability of the tour. In some cases, travelers may be required to sign a disclaimer form provided by the in-country tour operator before participating in specific activities.

By booking the tour and paying the deposit, all travellers confirm they are in good physical and mental health, fit to travel, and are not traveling contrary to medical advice.

YOURTours will not be liable for any injury, illness, or loss of enjoyment resulting from a disability or medical condition. Where a component of the tour, or the tour in its entirety, cannot be provided due to a disability or medical condition, no refund will be available. Additionally, YOURTours reserves the right to cancel any booking or remove a tour guest from a tour based on health and fitness considerations without liability for any resulting loss or additional expenses.

These requirements are designed to ensure a safe, enjoyable, and inclusive experience for all travellers. If you have any questions or concerns about your ability to participate in a specific tour, please contact us for guidance.

Limitation of Liability

The Consumer Guarantees Act 1993, the Fair-Trading Act 1986, and other statutes in New Zealand may impose warranties, conditions or obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded. We exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise. Except to the extent that the law prevents us from excluding liability and as expressly provided for in these terms, we shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort (including in negligence), or otherwise and whether such loss or damage arises directly or indirectly from Work or Goods provided by us to you. To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these terms or for any other reason, such liability is limited to the price of your tour.

Images

By completing and signing your tour booking form, you agree our tour host may take photographs and/or video of you during your booked tour, you also agree any such photograph or video may be used and/or published by the company for use on our social media page or group, or in print or electronically for any lawful purpose including publicity, advertising and on our website. If you do not wish your photo to be taken for these purposes during your tour, please advise the company in writing prior to the start of the tour, to ensure we do not include you in published pictures.

Health and Safety Information

The health and safety of our clients, staff, and partners are of utmost importance. By booking a tour with us, you acknowledge and agree to the following health and safety guidelines:

While vaccination against COVID-19 or other illnesses may not be mandatory for participation in our tours, clients are strongly encouraged to be fully vaccinated before travel. Certain destinations or service providers may have their own vaccination requirements, and it is the client's responsibility to ensure compliance with these.

Clients are advised to carry Rapid Antigen Test kits for self-testing if COVID-19 symptoms or symptoms of other communicable diseases occur while traveling. If a client tests positive for COVID-19 or any other illness designated as a pandemic by the World Health Organization (WHO), they must inform our team and follow the regulations of the destination, including isolation if required.

Isolation and Associated Costs: Any additional costs arising from mandatory isolation, such as accommodation, meals, transportation, or medical expenses, are the responsibility of the client.

For the safety of all participants, clients testing positive for COVID-19 or other pandemic-related illnesses may be required to temporarily withdraw from the tour until they are cleared to rejoin. No refunds will be provided for services or activities missed due to illness once the tour has commenced.

All clients are required to hold comprehensive travel insurance covering medical expenses, repatriation, and disruptions caused by pandemic-related illnesses, including COVID-19. It is the client's responsibility to verify their policy covers additional costs, such as quarantine expenses, missed services, or emergency medical care.

While we strive to maintain the highest safety standards, clients acknowledge that health and safety risks, including illness or injury, are inherent in travel. By booking with us, you accept personal responsibility for your health and well-being and release the tour operator from liability arising from health-related incidents during their trip.

We are committed to creating a safe and enjoyable experience for all travellers. Should you have any concerns about health and safety before or during your journey, please contact our team immediately for support and guidance.

Peace of Mind

YOURTours are allied members of TAANZ (Travel Agents Assn of NZ), TIA (Tourism Industry Aotearoa) and CLIA (Cruise Line International Assn).

YOURTours hold Professional Indemnity and Liability Insurance with Ando (Lloyds) in the amount of NZ\$2 mil.

YOURTravel & Tours
17a Maclean Street, Paraparaumu Beach
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PRICES ARE IN NEW ZEALAND DOLLARS (unless otherwise stated)