

## **Terms and conditions**

This document sets out the standard terms that apply to you (our guest) when you join us (Lime International Ltd T/a YOURTravel) for your Small Group Hosted Tour in New Zealand.

### **Validity:**

Prices are valid as stated per tour. This information is accurate and up-to-date at the time of printing, please note that:

- the contents of this document are based on information supplied to us by third party suppliers and we cannot be expected to have personal knowledge of the current conditions of accommodation, facilities and services provided by each supplier;
- facilities and/or services may change after the date of printing.

### **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 YOURTravel and the payment of tour deposit has been made.

### **Acceptance of Terms and Conditions:**

If you book a tour with us and pay your deposit, you are deemed to have accepted these terms. If you booked your tour with us through an agent, the agent is deemed to have accepted these terms on your behalf. We may ask you to sign a copy of these terms when you join your tour to provide a record of your acceptance of these terms and you agree to sign these terms on our request.

### **Payments:**

By booking your tour with YOURTravel and paying the non-refundable deposit, you agree to pay the full tour price as outlined in your itinerary and invoice. All balance payments must be received no later than 60 days prior to the commencement of your tour, unless advised otherwise in writing by YOURTravel.

### **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 \$50 charge per amendment plus any fees imposed by our suppliers. Amendments made within 30 days of departure are subject to full cancellation fees.

## **Force Majeure:**

YOURTravel defines Force Majeure as: "Any circumstances beyond the reasonable control of a party which prevent or impede the due performance of our services, including but not limited to war or hostilities; riot or civil commotion; epidemic; pandemic; earthquake, flood or other natural disasters." The traveller warrants that YOURTravel and its subsidiaries shall not be responsible and/or liable for costs or missed opportunities due to changes and/or cancellations in the program, or part(s) thereof due to Force Majeure.

## **Cancellation and Refunds:**

Cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking regardless of whether travel has commenced. As a minimum, our cancellation charges are set-out below, plus any applicable supplier fees or penalties. The amount of each suppliers cancellation fees or penalties is beyond our control and payment is solely your responsibility. To the extent permitted by law, no refund is available for cancellations after the tour has commenced or in respect of any tours, accommodation, meals or any other services not utilised.

Requests for refunds must be received no later than 30 days after the last service booked with YOURTravel.

*Note: Where air tickets are purchased from YOURTravel whether individually or as part of the tour package, cancellation fees may also be applied by the airline and refunds, if any, will not be made until the airline has refunded YOURTravel.*

Any cancellations must be received in writing. If you cancel your tour the Cancellation Fees are levied as follows:

- More than 61+ days before departure – loss of non-refundable deposit
- From 60-30 days before departure – 60% (40% refund) *plus any applicable supplier cancellation fees*
- Less than 30 days before departure – 80% (20% refund) *plus any applicable supplier cancellation fees*
- Less than 7 day before departure – 100% (no refund) *plus any applicable supplier cancellation fees*

No refunds on any unused portions of any itinerary. The exception is if a sightseeing service is cancelled by operator due to weather conditions/safety concerns etc and the operator authorises a refund.

## **Prices, Taxes and Currency Fluctuations:**

Prices are correct at the time and date of printing, however we reserve the right to amend the price of your tour if there are any changes in price imposed by other operators, major fluctuations in exchange rates, or increases in government taxes or other levies. We guarantee that the final price of your Hosted Tour will not change once we have received your final payment. If you pay your final payment to an agent, our price guarantee will not apply until we receive that payment from your agent.

**Not Included in Tour Cost:**

Drinks, telephone calls, travel insurance, items of a personal nature and flights (*unless otherwise stated in the tour itinerary*).

**Credit Card Transactions:**

We accept Mastercard, VISA, American Express and Q-Card for Credit Card payment. Payments made with a credit card will incur a service fee of 2.5% per transaction.

**Travel Insurance:**

We strongly recommend that you purchase a domestic travel insurance policy to cover you during your tour. A comprehensive travel insurance policy may protect you from spending extra money in the event of an emergency, health problems or unforeseen changes to your tour.

**Health and Fitness:**

Guests should be in good health and able to walk moderate distances to fully participate in the sightseeing opportunities within our itineraries. All guests are required to acknowledge that they are of reasonable health and are considered to be fit to travel and are not travelling contrary to any medical advice. By acknowledging their health and fitness to participate passengers are indemnifying us from all actions, claims and demands arising out of any lack of health and fitness. We reserve the right to remove a passenger from a tour if their health or fitness interferes with any other passenger's experiences or the day to day running of the tour. In this instance our normal cancellation terms and conditions will apply. You agree that we have no liability to you for any loss, damage, costs or other effects of health problems you may encounter on your tour.

**Holiday Variation:**

The itinerary for your hosted small group tour is correct at the time of printing, however may be subject to change without notice. Your itinerary could change due to road or weather conditions, changes imposed by other tour operators or a range of other factors outside our control. You agree that we have no liability to you for changes to your itinerary. 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. YOURTravel is not liable for any additional costs incurred in any changes beyond our control.

**Tour Manager: Hosted Small Group Tours**

YOURTravel reserves the right to change the allocated tour manager should it be deemed necessary.

## **Accommodation and Meals:**

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

Meals highlighted in the tour brochure indicate the meals included in your tour price.

## **Maps:**

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

## **Our Responsibility:**

We are responsible for booking and packaging goods and services provided by other operators ("other operators") such as hotels, attractions and transportation companies to create your tour. We recommend that you familiarise yourself with the terms that will apply to those goods and services. We are not responsible and have no liability to you for the terms of other operators or for any loss, damage, omission or acts, negligent or otherwise, committed by those other operators.

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

- (a) YOURTravel 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 YOURTravel.
- (b) YOURTravel 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) 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.
- (d) 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.
- (e) If you are participating in a YOURTravel small group hosted tour you must over the age of 18 years.

## **Your Responsibility:**

For the wellbeing of all guests, you agree to behave reasonably throughout your tour and not to be a nuisance to other passengers. 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. 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.

## **Removal from your Tour:**

For the wellbeing of all guests on your tour, we reserve the right to remove you from your tour and cancel your booking with us, should you breach any of your obligations under these terms provided that, except in the case of a serious breach (as determined by us) we will give you notice of the breach and a reasonable opportunity (which will be no more than 2 days) to remedy the breach before exercising our cancellation right. In the case of a serious breach, we can exclude you from your booked tour and cancel your booking by immediate verbal or written notice to you. In the event of such cancellation, you will be responsible, at your cost, for arranging any accommodation, travel costs and other matters required as a direct or indirect consequence of the cancellation.

## **Smoking:**

Smoking is not permitted in any premises licenced to sell alcohol in New Zealand (bars, restaurants, cafes, casinos, etc). You cannot smoke in your hotel rooms or any of our supplier/operator vehicles.

## **Group Tour Departures:**

YOURTravel operate our 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 6 weeks prior to the departure date. We reserve the right to cancel the tour up until 6 weeks prior to departure.

Risks: Some of our arrangements may involve physical activity and therefore ask that you must be in good health and fully able to participate in any of the activities within the Itinerary, please refer to Health and Fitness section. If you have any doubts they should be raised with a YOURTravel consultant or your agent as soon as possible so that we can advise you on the suitability of taking any tour. You may be required to sign a disclaimer form by the operator/provider concerned before you are allowed to participate in certain activities.

## **Solo Passengers:**

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

## **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 20kg, plus one small piece of carry-on luggage weighing a maximum of 5kg. Please note your carry-on luggage must not include wheels. 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.

## **Health and Safety Information including COVID-19:**

For the health and safety of participants on the tour, any guest showing signs of illness such as fever, coughing or difficulty breathing, will not be accepted onboard the coach unless you can provide us with a negative Covid-19 test result received within the past 72 hours. Should any guest start to feel unwell on arrival or while on tour, they must immediately advise their tour manager and contact Healthline then visit a medical practitioner/medical centre/hospital. To return to the tour the guest must be deemed fit and well to participate fully on a coach tour, obtaining and providing us with a written medical clearance – not just a negative Covid-19 test. Any costs incurred will be at the guests own expense.

## **COVID-19 Cancellation / Refund Policy**

Covid-19 has created uncertainty for us all, therefore for cancellations directly related to Covid-19, we have negotiated special terms with our suppliers/operators which would override 'normal cancellation' terms as outlined above;

If the New Zealand Government imposes travel restrictions that would impact our ability to deliver your tour prior to commencing travel, firstly we will work with our suppliers/operators to ascertain refunds where possible. Should we be unable to obtain a refund from the relevant supplier/operators, you will receive a full credit for a future tour, less any applicable supplier/operator cancellation fees. If travel restrictions are imposed whilst on tour, we will seek credits on any unused portions of the itinerary from all suppliers. Any applicable credits will first be applied to any additional costs that our company may have incurred on your behalf e.g. if alternative accommodation or transportation to repatriate you to your home city or nearest airport etc is required. Any remaining refunds will be credited directly to you or your booking agent, if applicable.

Should you test positive for Covid-19 directly prior to travel or whilst on tour with us, then with supporting documentation provided to us (a positive Covid-19 test), we will seek credits on any unused portions of the itinerary from all suppliers. Any applicable credits will first be applied to any additional costs that our company may have incurred on your behalf e.g. if alternative accommodation or transportation to repatriate you to your home city or nearest airport etc is required. Any remaining refunds will be credited directly to you or your booking agent if applicable.

## **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 and to comply with New Zealand laws when in the country. 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 laws during your tour. Should you fail to comply with immigration requirements, resulting in you being unable to enter New Zealand and commence your tour, you will not be entitled to any refund or any other payment from us and our standard cancellation policy will apply.

## **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.

## **Peace of Mind**

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

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

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PRICES ARE IN NEW ZEALAND DOLLARS (unless otherwise stated)