

## **Terms and conditions**

Please read these terms and conditions carefully as they incorporate the basis upon which bookings are accepted by YOURTours, we or us.

### **Validity:**

Our tour 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 YOURTours.

### **Deposits and Final Payments:**

Payments Date Breakdown:

- Booking Deposit due on booking : Instalment One : 25% of full tour fare
- 5<sup>th</sup> December 2022 : Deposit Instalment Two : 20% of full tour fare
- 14<sup>th</sup> February 2023 : Final Payment due

If the payment is not received by this time, we reserve the right to cancel all arrangements without notification. Receipt of deposit will be taken as an understanding by us that you have checked your confirmed arrangements and have read and agree to abide by these terms and conditions set forth.

Final payment is due by the 14<sup>th</sup> February 2023. If we do not receive the final payment by the due date, we reserve the right to cancel all arrangements without notification. Bookings made within 100 days of departure will only be processed if we hold full payment. We do not accept bookings for our Alaska Cruise Tour for travel within 45 days of departure.

Please note that your place will not be confirmed until a copy of your passport and the deposit has been received. The name provided in the reservation must match the full name as per passport.

Passports must be valid for 6 months after your scheduled return.

**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 but due to the additional administrative costs there will be a \$100 charge per amendment plus any fees imposed by our suppliers.

Amendments made within 90 days of departure are subject to full cancellation fees.

**Force Majeure:**

YOURTours 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 YOURTours 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 10% of the total booking value, 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 YOURTours.

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

Any cancellations must be received in writing and will be assessed based on the date received in our office. Cancellation fees are levied as below and are in line with Seabourn Cruise Line Cancellation Terms & Conditions as follows:

Up to 121 days prior to departure 10% of full fare

120 – 91 days prior to departure 15% of full fare

90 - 47 days prior to departure 50% of full fare

46 - 32 days prior to departure 75% of full fare

31 days or less prior to departure 100% of full fare

**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 at 01 July 2022 – should these 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 cash, cheque or debit card only.

**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.

**Not Included in Tour Cost:**

Domestic airfares including airport taxes, ticketable taxes and surcharges (unless specified as an inclusion). USA & Canada Visas, insurance, excess baggage, optional activities, shore excursions (unless stated otherwise) and items of a personal nature.

**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.

**Insurance:**

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

**Travel Advice:**

While every effort is made to ensure guest 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](http://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.

**Health:**

Some of our arrangements may involve strenuous physical activity and therefore you must be in good health and fully able to participate in any of the activities within the Itinerary. You indemnify YOURTours for all actions, claims and demands arising out of any health or fitness implications, including our right to remove you from the tour for health or fitness reasons. Should this occur, you agree YOURTours has no liability for any loss to you for not continuing on the tour, nor additional expenses to related to returning home.

If you have any doubts about your ability to travel on this tour, these should be raised with a YOURTours consultant as soon as possible, in-order we can advise you on the suitability of taking any tour.

You may be required to sign a disclaimer form by YOURTours and/or the in-country tour provider concerned before you are allowed to participate in certain activities.

**Covid Policy**

It is a requirement of this tour that are fully vaccinated against COVID-19.

It is important to note that travel without restrictions is subject to change at short notice, either by the New Zealand Government or the governing body of any country you may be visiting on tour. Should you be required to isolate or change your travel plans due to COVID-19, any additional costs incurred are your responsibility.

Covid-19 cover should be provided in your travel insurance, please check your policy carefully prior to payment to ensure your travel insurance policy provides Covid-19 cover, should your tour be disrupted due to you contracting COVID-19.

Should travel not be legally possible due to New Zealand Government restrictions and/or Canadian or USA Government restrictions imposed, as a result of COVID-19 over the tour dates, we will:

- Reschedule the tour to a future date as soon as travel can resume.
- Only monies recovered can be refunded, with all other payments transferred to future tour dates.
- Should travel restrictions be imposed whilst on tour, we will seek credits or refunds on all unused portions of the itinerary, however this cannot be guaranteed.

**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.

**Maps:**

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

**Home pick up “ door to door” transport:**

YOURTours home pick-up/drop-off only applies to customers located within a 50km distance to 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.

**Twin Share Rooms:**

If you are travelling alone and prefer to share a room with someone else of the same gender, you must indicate this on the booking form.

We will endeavour to arrange a person of the same gender to share with you, however if we are unable to arrange a suitable twin share, then the full cost of the single supplement applies.

We accept no responsibility for the compatibility of travellers under this arrangement. YOURTours accepts no liability for twin share arrangements and any requests to alter rooming arrangements due to lack of compatibility by either traveller resulting in additional costs incurred, will be shared equally by both travellers, prior to changes being made and are subject to availability.

**Delivery of Documentation:**

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

**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 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. For the Alaska Cruise tour, this will be no later than 20 weeks prior to the departure date, at which point should the tour not run due to not reaching minimum numbers, a full refund will be provided.

**Peace of Mind**

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

YOURTours  
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PRICES ARE IN NEW ZEALAND DOLLARS (unless otherwise stated)