

## **Terms and conditions**

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

## **Validity:**

Hosted Small Group 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:**

A non-refundable deposit of \$3,000 is required within 7 days of our confirmation of your booking.

Full balance payment is due 7<sup>th</sup> February 2023.

If the deposit 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 the terms and conditions set forth in the holiday flyer/brochure and tour terms & conditions. 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 120 days of departure will only be processed if we hold full payment. Please note: For tours including a river or ocean cruise and/or great rail journey, deposit value and payment date plus any additional payment schedule dates will be advised with tour deposit invoice.

Please note that your place will not be confirmed until a copy of your passport, International COVID-19 vaccination certificate 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 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: "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 supplier's 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 purchased from YOURTours 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 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 follows:

More than 120 days before departure – loss of deposit  
From 119 days to 60 days before departure – 50% tour value  
From 60 days to tour departure date – 100% tour value

### **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 September 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, bank transfer or debit card only (eft-pos).

### **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 2.5%.

## **Not Included in Tour Cost:**

Airfares including airport taxes, ticketable taxes and surcharges (*unless specifically specified as an inclusion in the tour brochure*). Visas, travel 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.

## **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.

## **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 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.

## **Smoking:**

You may not smoke in your hotel room or on any of our supplier/operator vehicles.

### **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](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.

### **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 tour travellers, 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.

### **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 Risks:**

Some of our arrangements may involve physical activity and therefore we require you must be in good health and fully able to participate in any of the activities noted within the tour itinerary.

This requirement includes being able to walk unaided for a minimum of one (1) kilometre. A walking pole or walking stick may be used for balance, as long as no additional assistance/support is required. Unfortunately, we do not have the capacity to allow walking frames on international tours.

If you have any doubts, they should be raised with a YOURTours consultant 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 in-country tour provider, prior to participating in certain activities.

## **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 including COVID-19:**

It is a requirement of the tour that you will be fully vaccinated against COVID-19.

It is important to note that quarantine-free travel 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.

It is a requirement to travel on our hosted tours to hold comprehensive travel insurance, including Covid-19 cover, should your tour be disrupted due to COVID-19.

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

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

It is important to note that quarantine-free travel 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 insurance cover should be provided by your insurance provider, please check your policy carefully prior to payment to ensure you policy provides 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 British 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.

### **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.

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PRICES ARE IN NEW ZEALAND DOLLARS (unless otherwise stated)