

## TERMS & CONDITIONS

The following booking conditions, together with the information set out on our yourtour.nz website will form the contract between you and the tour operator; Your Tour. The contract between us comes into existence when you have paid the invoice for the full amount of the tour.

### PAYMENT PROCEDURES

Full payment of the cost of the tour is due at the time of booking.

#### Cancellation & Refund

Cancellation by you:

- In most cases, your payment is refundable in full, providing written cancellation is received by Your Tour up to 14 days in advance of the commencement date of the tour. **Exception:** In cases where a deposit, or payment in full, has already been paid by Your Tour to a third party for vehicle hire, food, or for other aspects of your tour, this portion of the payment will not be reimbursed.
- No refund will be given where cancellation of the tour is 14 days, or less, prior to the commencement date of the tour or where there is failure to join the tour.

Cancellation by us:

- While we will certainly endeavour to meet our obligations, we reserve the right to cancel any tour. In the event of our cancellation, full payment will be refunded.

#### Payment Type

All quotations are in New Zealand dollars and are \*GST inclusive (\*NZ Goods & Services tax). For those paying from outside New Zealand, payment is to be made through PayPal. We accept Visa, Mastercard & American Express. A transaction fee of 3.45% is payable on all credit card transactions. For those paying from within New Zealand, payment can be made either through PayPal (refer above) or via direct credit. The information required for a direct credit payment will be issued at the time of invoicing.

### TOUR DETAILS

Following your initial enquiry, and after working with you to design your tour, we will send you an itinerary. On receiving payment in full, we will send you confirmation of your tour and any additional relevant information relating to this.

Included, unless specifically stated otherwise:

- travel from the meeting point and return to the departure point
- morning or afternoon tea (i.e. a light snack & a drink)
- winery/brewery/cider tasting costs
- bottled drinking water

Not included, unless specifically stated otherwise:

- food and drink over and above what is listed above e.g. lunch
- any costs incurred before you board our transport at the meeting point and after your return to the departure point

#### Travel Insurance

We advise you to ensure that you have appropriate travel insurance and that any valuable equipment you plan to carry is covered. We will not be held liable for any loss or damage to your possessions, unless liability is deemed to be our responsibility under the Passenger Service Licence (Operator Licensing Rule, Section 11/ NZ

Transport Agency).

### **Limitations on our Liability**

We will do our very best to ensure that your tour meets all of your expectations. Nonetheless, we must make clear the limitations in law. We are not liable to you for:

- any event which happens before you board our transport at the meeting point or after you leave our transport at departure
- any problem arising from your failure to reach the meeting point on time, for whatever reason (although we would do our best to help you in any way we reasonably could)
- medical problems or physical difficulties, even if you have told us about them in advance
- medical emergencies
- your own carelessness or negligence in any aspect of your behaviour whilst with us
- changes we reasonably make to your itinerary to accommodate unforeseen circumstances including, but not limited to, inclement weather
- problems or issues which we could resolve whilst on a tour but which you raise only after your return.

### **Complaints**

We are committed to ensuring that your tour is enjoyable and that it fulfils your expectations. However, if you do have any concerns, please discuss these with your tour host immediately. If your complaint is not dealt with to your satisfaction at the time of reporting it to the tour host, please give us full details in writing, as soon as possible after your tour.

### **Privacy Policy**

Your Tour complies with the New Zealand Privacy Act 1993 when dealing with personal information.

This contract shall be interpreted according to the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of the New Zealand courts.