

10 Wakefield Street, Whanganui East Whanganui 4500 New Zealand Mob: +64 211 304 617 Whanganui.tours@gmail.com WhanganuiTours.co.nz

# **Our Booking Terms and Cancellation Policy**

Whanganui Tours & Mail Run first priority is to ensure all our travellers have a safe experience.

**TERMS AND CONDITIONS** - Once the Operator, Whanganui Tours & Mail Run, (hereinafter referred to as "the Operator"), confirms your booking, a contract is made between you and the Operator under the terms and conditions set out below. Your statutory rights are not affected. In booking with more than one passenger the 'lead passenger' will be deemed to have accepted the terms and conditions on behalf of all passengers within the booking. The 'lead passenger' is the passenger who makes the booking on behalf of all passengers in a multi-passenger booking.

The Operator runs both Day Tours, Self-guided Mountain bike packages as well as various bespoke tours. These tours are operated on the condition that the Operator shall not be liable for any sickness, injury, damage, loss, accident, delay or irregularity that may be occasioned, either directly or indirectly, by reason of any defect in any, vehicle or vessel, by weather, by any other cause, or through acts of default of a company or person engaged in conveying the passengers, or in carrying out arrangements for these activities.

<u>Tour price & Mountain bike package Confirmation</u> -Tour prices are quoted in \$NZ. New Zealand GST (Goods & Services Tax) of 15% is included in tour costs.

<u>Day Tours</u> - A deposit payment of 20% of the tour cost confirms your booking for our Day Tour products. This payment acknowledges your agreement to our terms and conditions. Full payment of the invoice must be received 10 days prior to the tour departure date. All bookings are subject to availability and confirmation by Whanganui Tours. A confirmed booking will be provided via email or other means of communication. All tour costs must be prepaid as per our terms of business.

<u>Self-Guided Mountain Bike Packages</u> - Our Self-guided Mountain Bike Packages require a 50% deposit due to accommodation providers' fees. This payment acknowledges your agreement to our terms and conditions. Full payment of the invoice must be received 10 days before the tour departure date. All bookings are subject to availability and confirmation by Whanganui Tours. A confirmed booking will be provided via email or other means of communication. All tour costs must be prepaid as per our terms of business.

<u>Balance of Tour</u> - Final payment for Day Tours and Mountain Bike Packages is due to Whanganui Tours 10 days before the tour starts. If the full tour price is not received by this date, we reserve the right to cancel your tour and retain the deposit.

<u>Cancellation Policy</u> - Cancellation fees depend on when Whanganui Tours receives notification of a cancellation. Bookings cancelled more than 30 days before departure incur, your deposit will be fully refunded. No refunds will be made after travel has commenced.

- Cancellations made within 10 days or less of the scheduled tour/activity are non-refundable.
- No-shows or late arrivals will be considered as cancellations and are non-refundable.

<u>Cancellation for Third party accommodation Policy</u> – More than 40 days before the date of stay - no charge

- 40 9 days before the date of stay 50% charge
- 9 days or less full payment required

<u>Tour Alterations</u> Whanganui Tours reserves the right to alter or cancel tours or activities due to unforeseen circumstances such as adverse weather conditions, safety concerns, or insufficient bookings. In such cases, customers will be offered an alternative tour or a full refund.

<u>Insurance</u> - Whanganui Tours strongly recommends that participants obtain travel insurance to cover any unforeseen circumstances such as cancellations, medical emergencies, or personal injury.

<u>Participant Requirement</u> - Participants must comply with all safety instructions provided by Whanganui Tours staff. Any participant under the age of 18 must be accompanied by a responsible adult. Participants with pre-existing medical conditions or mobility issues should inform Whanganui Tours prior to booking.

<u>Special Meals -</u> Please notify us at the time of booking if you have any special dietary requirements for the tour. Note that requests will be accommodated based on availability, and Whanganui Tours cannot guarantee the provision of special meals. A charge of \$5.00 per person applies for any special dietary requests, including dairy-free or gluten-free meals.

<u>Liability -</u> Whanganui Tours is not liable for any loss, damage, injury, or expenses incurred during tours or activities, except where required by law.

<u>Code of Conduct</u> - Participants are expected to behave respectfully towards fellow participants, staff, third-party providers & local communities. Whanganui Tours reserves the right to refuse service or remove participants who behave inappropriately. Where a third-party provider is involved, the participant must adhere to their Booking Terms & policies.

<u>Privacy Policy</u> - Whanganui Tours respects your privacy and will only use your personal information for the purpose of fulfilling your booking. Your information will not be shared with third parties unless required by law.

<u>Acceptance of Terms -</u> By making a booking with Whanganui Tours, you agree to abide by these terms and conditions.

<u>Refund Policy</u> - In the event that a refund is owed, refunds will be processed within 5-15 working days.

<u>Package Refund Policy</u> - Any unused portion(s) of a package is not refundable, except in instances where a component of the package is cancelled due to adverse weather affecting client safety and comfort, unforeseen operational reasons or any other issue or unforeseen circumstance outside of Whanganui Tours control, prior to departure, and/ or during the tour, by the Operator. This does not include third-party accommodation providers. Please see the cancellation.

#### **MEDICAL CONDITIONS**

If you or any member of your party have any medical condition or disability at the time of booking and/or at any other time until the completion of your tour which may affect your participation, please tell us so we can advise you of the suitability of your chosen trip. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to decline the booking.

#### **CLIENT FEEDBACK**

Whanganui Tours hopes you never have anything but positive things to say about your adventure and our service. However, in the event that you do, we would like to find out about it immediately. Please bring any comments to our attention to allow us to resolve the matter.

### **DEEMED ACCEPTANCE**

Upon proceeding with payment of your deposit, you and those in your booking party agree to be bound by all the above Terms and Conditions and acknowledge your receipt and understanding of these Terms and Conditions.

### **CHANGES TO TERMS AND CONDITIONS**

The Operator reserves the right to change these Terms and Conditions at any time without notifying customers. Any booking correspondence will be subject to the Terms and Conditions which apply at the time of the correspondence and you are advised to read all the Terms and Conditions carefully on each occasion.

# **GOVERNING LAW**

This website and all component parts, including these Terms and Conditions, are governed exclusively by the laws of New Zealand and you agree to submit to the exclusive jurisdiction of the Courts of New Zealand.

We look forward to providing you with an unforgettable experience.

<u>Tour payment & Deposit</u> - Direct bank transfer: Please make your payment including all bank charges and transfer fees to

TM & LA Ltd: ANZ - 06-0746-0673658-00

<u>Prices</u> - All prices are based on schedules, fares and tariffs current at the time of quotation. Whanganui Tours reserves the right to vary the cost of tours if necessary for component cost increase. Tour costing will be guaranteed at the price prevailing at the date of final payment.