

# Terms and Conditions

## 1. WHAT WE AGREE TO DO

- 1.1 Subject to the balance of the Tour Booking form and these terms and conditions (together, "**this Agreement**"), we agree that we will:
- (a) Research, book and otherwise arrange a Tour generally in accordance with the Tour Itinerary;
  - (b) Meet with you at the Commencement Location at the Commencement Time and Date;
  - (c) Act as your guides in undertaking the Tour generally in accordance with the Tour Itinerary, including from time to time providing services such as driving vehicles, piloting boats and guiding walks;
  - (d) Use our best endeavours to have you arrive at the Finish Location at the Finish Time and Date; and
  - (e) Limit the number of individuals participating in the Tour to the Tour Size, plus ourselves and our staff.

## 2. WHAT WE WON'T BE DOING

- 2.1 While we will have overall responsibility for booking and facilitating day to day accommodation, meals and activities in accordance with the Tour Itinerary, and while we will take responsibility for things like driving vehicles and piloting boats, we will otherwise seek to operate the Tour in a manner as if we were a large group of good friends traveling together. We will be helpful and try to ensure you have a good time – but we won't do everything for you. In particular:
- (a) We won't attend to personal laundry;
  - (b) We won't service the cabins and ensembles on a daily basis. Boat linen will be changed mid-Tour; and
  - (c) Where portage is not provided, guests are responsible for their own luggage.

## 3. WHAT IS INCLUDED IN THE TOUR PRICE

- 3.1 The following is included within the Tour for the Tour Price:
- (a) All accommodation during the Tour
  - (b) All breakfasts and evening meals during the Tour
  - (c) Lunches as specified in the Itinerary
  - (d) All travel during the Tour
  - (e) The cost of admission to any scheduled attractions which form part of the Tour

## 4. WHAT ISN'T INCLUDED IN THE TOUR PRICE

- 4.1 For the avoidance of doubt, the following are not included in the Tour Price and are to be paid by you over and above the Tour Price:
- (a) Travel to the Commencement Location or from the Finish Location at the start and finish of the Tour
  - (b) Accommodation prior to the Commencement Time and Date and after the Finish Time and Date
  - (c) Snacks and drinks in addition to included meals
  - (d) Any additional activities which you may wish to undertake in addition to those that we have planned as part of the Tour
  - (e) Any tips that you may choose to provide to third party operators along the tour
  - (f) Any souvenirs which you may wish to purchase
  - (g) Personal laundry expenses.

## 5. WHAT YOU AGREE TO DO

- 5.1 You agree that you will:
- (a) Meet us at the Commencement Location and the Commencement Time and Date. For the avoidance of doubt, you are responsible for organising passports, visas and any other entry requirements and otherwise doing all things necessary at your cost to get yourself to the Commencement Location and the Commencement Time and Date.
  - (b) Try your best to have a good time and to make sure everybody else in the Tour has a good time.
  - (c) Accept our authority and decisions whilst on the Tour with us.
  - (d) Comply with any terms and conditions imposed by any third party provider of goods or services while on the Tour.
  - (e) Obtain from a reputable provider who is acceptable to us (acting reasonably) and provide us with evidence of comprehensive travel insurance (which must include cover for cancellation, medical and repatriation expenses, personal

- injury and accident, death, and loss of personal baggage and money and personal liability insurance). Notwithstanding any other provision of this Agreement, we shall not be liable to you for any loss or liability suffered or incurred as a result of or in connection with any matter which is covered by such comprehensive travel insurance (or would be covered by such comprehensive travel insurance if you complied fully with the terms of this clause), and all rights of subrogation in respect of any rights of the Customer are hereby waived.
- (f) Specify on the Tour Booking form if you have any allergies or medical conditions which may be relevant to your participation on the Tour or which we should otherwise be aware of.
- (g) Comply with the advised baggage size restrictions.

## 6. BEHAVIOUR

- 6.1 We are here to provide you with the best services possible, but in doing so we will not tolerate abusive or aggressive behaviour. We will refuse to deal with and may terminate the involvement in the Tour (without liability or any refund of any element of the Tour Price) of any customer who assaults us or our staff, our suppliers, fellow members of the Tour or who are abusive or aggressive to any of them or who are generally affecting the enjoyment or safety of others with their behaviour. This may include (but is not limited to):
- (a) Verbally abusive or offensive language towards anyone
  - (b) Bullying behaviour
  - (c) Inappropriate or abusive behaviour including uninvited physical contact, harassment, violence or threat of violence
  - (d) Excessive consumption of alcohol or intoxication
  - (e) The possession, carriage or use of restricted substances or drugs (except for medical purposes approved by your doctor)
  - (f) Failure to comply with our reasonable directions
  - (g) Conduct which, in our opinion, is not compatible with other members of the Tour group's general enjoyment and well-being or the smooth operation of the Tour
  - (h) The possession, carriage or use of dangerous items (such as weapons)
  - (i) Breaking the law of the Country in which you are travelling
  - (j) Any behaviour or conduct which brings GVH into disrepute or damages its goodwill

## 7. THINGS THAT ARE IMPORTANT TO KNOW

- 7.1 You acknowledge and agree that:
- (a) parts of the Tour will involve walks across uneven surfaces (such as cobbled streets) and up and down stairs at accommodation (which won't always have elevators) and periods aboard boats. It is your responsibility to ensure that you are physically capable of these sorts of activities before booking your place on the Tour.
  - (b) We cannot control the weather, strikes, political unrest, third party attractions or third party service providers. While we will do our best to make sure you have a good time, things may not always go as planned. We shall not be held in any way responsible or liable for the same.

## 8. ITINERARY VARIATIONS

- 8.1 The world is a dynamic place and while we will do our best to adhere to the Itinerary, circumstances may dictate that we need to depart from the Itinerary. Our decision as to whether or not it is necessary to depart from the Itinerary (whether to ensure the safety of members of the Tour, due to unforeseen practical limitations or for any other reason whatsoever) shall be final and made entirely at our discretion. We shall not be liable to you for any loss or liability suffered or incurred as a result of any departures from or variations we make to the Itinerary.

## 9. PHOTOS AND PRIVACY

- 9.1 We take data privacy of our customers very seriously and are committed to abiding by the associated governing laws. From time to time we may organise group photo opportunities as part of our Tour experiences. Such photos may be shared to our website and social media channels. We will not share such images with anyone for any use other than for the promotion of

future tours. Please remove yourself from any group photos organised by us if you chose not to participate.

- 9.2 We ask that all members of the Tour respect the privacy of other members of the Tour. Please do not share photographs which include other members of the Tour on social media unless you have obtained the prior permission of those other members of the Tour.

#### 10. PAYMENT OF DEPOSIT

- 10.1 You must pay the Deposit to our bank account within 5 days (time being of the essence) of submission of your signed Tour Booking Form in order to secure your place on the Tour. Once paid the Deposit is non-refundable.
- 10.2 If you fail to pay the Deposit in accordance with clause 10.1 then, without prejudice to our other rights at law, we can terminate your place on the Tour with immediate effect by noticing in writing to you.

#### 11. PAYMENT OF BALANCE OF TOUR PRICE

- 11.1 You must pay the balance of the Tour Price to our bank account by no later than the Tour Price Payment Date specified on the Tour Booking Form (time being of the essence).
- 11.2 If you fail to pay the balance of the Tour Price in accordance with clause 11.1 then, without prejudice to our other rights at law, we can terminate your place on the Tour with immediate effect by noticing in writing to you (in which event your Deposit will be forfeited).

#### 12. PAYMENT TERMS

- 12.1 All payments of Fees and disbursements must be made without set-off or deduction of any kind.
- 12.2 If you do not make payment on the Due Date, you are in default and must pay default interest at the rate of 2% per month, which shall accrue on a daily basis on the total amount outstanding from the Due Date to the date of payment in full.

#### 13. CONSEQUENCES OF A BREACH

- 13.1 If you breach the terms of this Agreement then, without prejudice to our other rights at law, we can terminate your place on the Tour with immediate effect by noticing in writing to you.
- 13.2 You are jointly and severally responsible for compliance with the terms of this Agreement. This means that if one of you breaches the terms of this Agreement, we will be entitled to terminate both of your places on the Tour with immediate effect by noticing in writing to you.

#### 14. TERMINATION, CANCELLATIONS AND REFUNDS

- 14.1 You acknowledge that given the nature of the Tour:
- (a) It is most unlikely that we would be able to obtain suitable replacement participants on the Tour in the event that you seek to cancel your participation in the Tour (or if your participation in the Tour is terminated in accordance with this Agreement); and
  - (b) A large amount of the Tour needs to be booked and paid for in advance, and most of those payments won't be recoverable by us in the event that you seek to cancel your participation in the Tour (or if your participation in the Tour is terminated in accordance with this Agreement);
  - (c) The time and effort involved in us planning and undertaking the Tour is largely the same whether or not you seek to cancel your participation in the Tour (or if your participation in the Tour is terminated in accordance with this Agreement).
- 14.2 Accordingly:
- (a) You may cancel your participation in the Tour at any time by way of notice in writing to us, provided that such cancellation shall not relieve you of any obligation to pay any amount under this Agreement. In particular, if you have not done so already at the time of cancellation, you will remain liable to pay the balance of the Tour Price to us in accordance with clause 11 (but may be entitled to a refund of part of that amount in accordance with and subject to the balance of this clause 14).
  - (b) If you at any time cancel your participation in the Tour (or if your participation in the Tour is at any time terminated), your Deposit will not be refunded to you.
  - (c) If you at any time cancel your participation in the Tour (or if your participation in the Tour is at any time terminated in

accordance with this Agreement), we will only refund to you that element of the balance of the Tour Price which:

- (i) was to be paid to third party services providers (such as hotels) in respect of your participation on the Tour;
- (ii) we no longer need to expend upon such third-party services providers as a result of the cancellation or termination of your participation in the Tour; and
- (iii) we are able to recover from, or are no-longer obliged to pay to, such third-party providers as a result of the cancellation or termination of your participation in the Tour.

By way of example, if you cancel your participation in the Tour and we are able to cancel the reservation we have made for you at a particular hotel and receive an amount back from that hotel as a result, we will pass that amount received back from that hotel on to you.

- 14.3 We may cancel the Tour at any time if, for any reason whatsoever, Alison Metcalfe and/or Ian Metcalfe are unable to participate in the Tour. In the event that we cancel all or some of the Tour in accordance with this clause 14.3, notwithstanding any other provision of this Agreement:
- (a) If we cancel the entire Tour before it has commenced, we will refund all amounts that you have paid to us in respect of the Tour, including your deposit.
  - (b) If we cancel the balance of the Tour after it has commenced, we will refund a fair proportion of all amounts that you have paid to us in respect of the Tour, including your deposit, and our liability to you in respect of such cancellation shall be limited to payment of such amounts (as applicable).

#### 15. COVID 19

- 15.1 You acknowledge that you are choosing to travel at a time where you may be exposed to COVID-19. It is your own responsibility to acquaint yourself with all relevant travel information, including applicable health risks. You acknowledge that your decision to travel is made based on your own consideration of this information, and you acknowledge and agree that you are aware of, and assume responsibility for, the risks associated with traveling at this time.
- 15.2 In particular, we will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:
- (a) you fail any tests, checks or other measures imposed by travel service providers or government bodies or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to any destination, access to any services or you are otherwise unable to proceed with the Tour, or any portion of the Tour; or
  - (b) if you, or anyone on the Tour, test positive for COVID-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for COVID-19 (or where they otherwise suspect they may have COVID-19) and have to quarantine for a period of time.
- 15.3 If any of the above occur whilst you are on the Tour, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of the Tour, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have adequate travel insurance with specific COVID-19 coverage which covers these costs for you.

#### 16. FORCE MAJEURE

- 16.1 We will not be responsible for any complete or partial failure to perform or delay in performing or incorrect performance of any obligations under this Agreement arising out of or contributed to by one or more of Act of God, storm, flood, fire or explosion, strikes, riots, civil commotions, lockouts, stoppages, restraints of labour of whatsoever nature or kind (whether actual or threatened), any other industrial or environmental action, war, civil war, hostilities, acts of terrorists, breakdown of or accident or failure of any plant or machinery or equipment or software/hardware or other facility from any cause whatsoever, or any action or act whatsoever caused beyond our reasonable control.

## 17. LIMITATIONS OF LIABILITY

- 17.1 Unless we agree otherwise with you in writing, this Agreement set out the full extent of our obligations to you as to the standard to which the Tour is to be provided.
- 17.2 Any and all implied warranties, conditions or obligations, whether arising under statute, common law, equity or otherwise, are hereby excluded to the maximum extent permitted by law.
- 17.3 To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of this Agreement or for any other reason, such liability is limited to an amount not exceeding the Tour Price, less any amounts which we have already paid or are legally bound to pay to a third party on your behalf in connection with the Tour and which we are unable to recover on your behalf.
- 17.4 Notwithstanding any other provision of this Agreement, we will not be liable (whether in contract, tort or otherwise) for any indirect or consequential loss or damage which you may suffer arising from or in connection with the Tour or this Agreement.

## 18. ERRORS AND OMISSIONS

- 18.1 Any photographs and descriptions of locations or attractions which we may have provided you are merely representative of

conditions as we have experienced them previously and conditions may not be the same at the time of your Tour.

## 19. MISCELLANEOUS

- 19.1 **Costs:** You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under this Agreement (including for the avoidance of doubt any costs incurred in respect of any collection agent who we may engage to recover overdue amounts from you).
- 19.2 **Assignment:** You must not subcontract or assign any of your rights, powers or obligations under this Agreement.
- 19.3 **Survival:** Any other provision which by its nature is intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement or completion of the Tour.
- 19.4 **Governing Law and Jurisdiction:** The parties agree that the Tour Booking Form and these terms and conditions shall be governed by New Zealand law and the parties hereby submit to the exclusive jurisdiction of the New Zealand courts in relation to any matter arising in connection with the Tour, the Tour Booking Form or these terms and conditions.