



## **Booking Terms & Conditions**

This information is posted on our website

<https://remarkablescenictours.nz/faq/>

### **THE BOOKING CONTRACT**

Your booking is confirmed, and a contract exists when Remarkable Scenic Tours or your travel agent issues a written confirmation after receipt of the applicable deposit amount. Please check your confirmation carefully and report any incorrect or incomplete information to Remarkable Scenic Tours or authorized agent immediately.

You must be at least 18 years of age to make a booking. You agree to provide full, complete and accurate information to Remarkable Scenic Tours.

### **BOOKING ON BEHALF OF OTHERS**

By booking on behalf of other participants, you are deemed to be the designated contact person for every participant included on that booking. This means that you are responsible for making all payments due in connection with your Tour booking, notifying Remarkable Scenic Tours or your travel agent if any changes or cancellations are required and keeping your party informed.

By booking on behalf of another person or persons, you represent and warrant that you have obtained all required consents. You are responsible for verifying that any information you provide on behalf of another participant is complete and accurate and Remarkable Scenic Tours will under no circumstances be liable for any errors or omissions in the information provided to complete a booking.

### **REQUIRED MEDICAL INFORMATION**

Remarkable Scenic Tours reserves the right to request further information or professional medical opinions where necessary, as determined in its discretion, for your safety or the safe operation of a Tour.

Remarkable Scenic Tours reserves the right to deny you permission to travel or participate in any aspect of a Tour at any time and at your own risk and expense where Remarkable Scenic Tours determines that your physical or mental condition renders you unfit for travel or you represent a danger to yourself or others. This includes being under the influence of drugs, alcohol or any mind altering substance whether prescription or illicit.

Pregnancy is considered a medical condition and must be disclosed to the Tour Operator at the time of booking. Remarkable Scenic Tours may refuse to carry pregnant women over 24 weeks. Remarkable Scenic Tours may refuse to carry anyone with certain medical conditions if reasonable accommodation or alternatives cannot be arranged.

In the event that you do not provide medical information reasonably required by Remarkable Scenic Tours for any reason by the start of the tour Remarkable Scenic Tours reserves the right to cancel your booking and all applicable cancellation fees will apply.

You are responsible for assessing whether a Tour is suitable for you. You should consult your physician to confirm your fitness for travel and participation in any planned activities. You should seek your

physician's advice on vaccinations and medical precautions. Remarkable Scenic Tours does not provide medical advice. It is your responsibility to assess the risks and requirements of each aspect of the Tour based on your own unique circumstances, limitations, fitness level and medical requirements.

Travel with Remarkable Scenic Tours may involve visiting remote regions, where medical care may not be easily accessible and medical facilities may not meet the standards of those found in your home country. The condition of medical facilities you may visit on your Tour varies and the Remarkable Scenic Tours makes no representations and gives no warranties in relation to the availability or standard of medical facilities in those regions.

### **SPECIAL REQUIREMENTS**

Any special requirements must be disclosed to the Remarkable Scenic Tours at the time of booking. Remarkable Scenic Tours will use reasonable efforts to accommodate special requirements or requests but this is not always possible given the nature of the destinations visited and availability of options outside a planned itinerary. Certain activities may be inaccessible to you if your mobility is limited in any way. All food allergies and dietary restrictions must be disclosed to Remarkable Scenic Tours at the time of booking if Remarkable Scenic Tours is including food but the Remarkable Scenic Tours cannot guarantee that dietary needs or restrictions can be accommodated. Any special requests or requirements do not form part of these Terms or the contract between you and Remarkable Scenic Tours and Remarkable Scenic Tours is not liable for any failure to accommodate or fulfil such requests.

### **AGE REQUIREMENTS**

Anyone under the age of 18 on the date of first travel is considered to be a minor. Minors must always be accompanied by an adult. One adult may accompany up to two minors. Unless otherwise indicated in the Tour description or by Remarkable Scenic Tours, the minimum age for minors travelling on any Tour is 5 years old.

All bookings with a minor are subject to review and approval by Remarkable Scenic Tours. If the consent of a parent, guardian or any other person is required by applicable law for any minor to travel, the accompanying adult is responsible for securing all consents, documentation and ensuring that they and the minor(s) meet all legal requirements to travel. The Remarkable Scenic Tours will not be responsible for any fees, damages, or losses incurred as a result of any failure to secure necessary consents, permits, and approvals.

Each adult on a booking with a minor or minor(s) is jointly and severally responsible for the behaviour, wellbeing, supervision and monitoring of such minor(s), and jointly and severally accepts these Terms for and on behalf of any minor(s) on their booking, including all assumptions of risk and limitations of liability including damage caused by the minors. Remarkable Scenic Tours does not provide care services for minors and expressly disclaims any responsibility for chaperoning or controlling any minor(s).

### **GUARANTEED DEPARTURES & CANCELLATION OF A TOUR by Remarkable Scenic Tours**

A departure date for a Tour offered by Remarkable Scenic Tours will become a guaranteed departure when at least four guests have been secured by a valid payment has been made on that departure. Any confirmation supplied via third party booking agents, automated emails and online travel agents will not be confirmed by Remarkable Scenic Tours unless our minimum numbers have been met.

Remarkable Scenic Tours guarantees that all scheduled Tour departures booked and secured with a valid payment will depart as indicated on the applicable confirmation, subject to reasonably itinerary changes as described in these Terms or good faith health and safety concerns. This guarantee is not applicable in the case of Force Majeure. Up to date Tour and itinerary information is available by contacting Remarkable Scenic Tours. Brochures and other printed materials displaying Tour information and departure dates are subject to change may not be relied upon for purposes of this guarantee.

If a Tour is cancelled by Remarkable Scenic Tours before the date of departure for reasons other than Force Majeure and the cancellation is not caused by your fault or negligence, you will have the choice of accepting from Remarkable Scenic Tours:

(a) a substitute Tour of equivalent or superior value; or

(b) a substitute Tour of lesser value if no Tour of equivalent or superior value is reasonably available and to recover from Remarkable Scenic Tours the difference in price between the price of the Tour originally purchased and the substitute Tour; or

(c) a full refund of all monies paid for the cancelled Tour.

Remarkable Scenic Tours is not responsible for any incidental expenses or consequential losses that you incur as a result of the cancelled booking including visas, non-refundable flights or rail, non refundable car parking or other fees, loss of earnings, or loss of enjoyment, Remarkable Scenic Tours reserves the right to issue a full refund in lieu of the choices above, in its sole discretion. Where a significant element of a Tour as described cannot be provided after departure, Remarkable Scenic Tours will make suitable alternative arrangements where possible. If it is not possible to provide a suitable alternative or if you reasonably reject any suitable alternatives, Remarkable Scenic Tours may provide you with a refund for unused products or services as determined in its discretion.

### **FLEXIBILITY & UNUSED SERVICES**

You acknowledge that the nature of travel requires flexibility and acknowledges that they will permit reasonable alterations to products, services or itineraries by Remarkable Scenic Tours. The route, schedules, accommodations, activities, amenities and mode of transportation are subject to change without notice due to unforeseeable circumstances or events outside the control of Remarkable Scenic Tours (including but not limited to Force Majeure, illness, mechanical breakdown, flight cancellations, strikes, political events and entry or border difficulties). No reimbursements, discounts or refunds will be issued for services that are missed or unused after departure due to no fault of Remarkable Scenic Tours, including your removal from a Tour because of your negligence or breach of these Terms.

### **CHANGES**

Changes made by Remarkable Scenic Tours: Remarkable Scenic Tours may modify your itinerary where reasonably required in its sole discretion. If Remarkable Scenic Tours makes a change affecting the itinerary or which materially affects the character of a product or service in its entirety (a "Material Change"), Remarkable Scenic Tours will provide notice to you as soon as reasonably possible, provided that there is sufficient time to do so before departure. If a Material Change is made more than 14 days before departure, you may choose to:

i) accept the Material Change and proceed with the amended product or service;

ii) book another product or service of equal or greater value, if available (you will be responsible for paying any difference in price); or

iii) book another product or service of lesser value, if available (with a refund payable to you for the difference in price); or

iv) cancel the amended product or service and receive a full refund for the land-only portion of the applicable product or service (a refund is not available for other products or services booked which are not subject to a Material Change).

You must notify Remarkable Scenic Tours of your choice within 7 days of receiving notice or you will be deemed to accept the amended itinerary.

Once a Tour has departed, itinerary changes may be necessary as a result of unforeseen circumstances, operational concerns, or concerns for your health, safety, enjoyment or comfort. Any changes are at the discretion of Remarkable Scenic Tours. You acknowledge that you must have reasonable financial resources to cover incidental expenses during all travel with Remarkable Scenic Tours, whether or not such expenses arise from a change of itinerary, and Remarkable Scenic Tours is not liable for your failure to prepare adequately for travel and unforeseen circumstances which may arise during travel. Remarkable Scenic Tours will not be liable for any indirect and or consequential losses associated with any changes to a booking or itinerary.

Changes made by you: You are responsible for ensuring that information provided to Remarkable Scenic Tours is accurate and up-to-date. Any changes to your name on any booking are subject to Remarkable Scenic Tours approval. Any changes to a booking depend on availability and are subject to Remarkable Scenic Tours approval and these Terms. Any extra costs incurred for making the change will be charged to you along with an administrative fee. Cancellation of any Tour, product or service included in a booking will not be considered a change for purposes of this section and will be governed by the applicable cancellation terms. No changes are permitted to any booking within 10 days of departure of the first product or service on the applicable booking unless approval is received from Remarkable Scenic Tours.

## **CANCELLATION BY THE PARTICIPANT**

You may cancel your booking by notifying Remarkable Scenic Tours. Cancellation fees, if any, will be determined with reference to the date on which notice of cancellation is received by Remarkable Scenic Tours are expressed as a percentage of the total price paid for the cancelled Tour, product or service (excluding any insurance products).

### **Cancellation of a Tour:**

(a) Cancellation received 7 days or more before departure of first product or service in relevant booking: 15% will be held by the Remarkable Scenic Tours in accordance with these Terms, the remainder of the payments made to the Remarkable Scenic Tours in respect of the cancelled product will be refunded.

(b) Cancellation received 6-3 days before departure of first product or service in relevant booking: 50% will be held by Remarkable Scenic Tours in accordance with these Terms, an amount equal to 50% of the remainder of the payments made to Remarkable Scenic Tours in respect of the cancelled Tour will be refunded.

(c) Cancellation less than 2 days before departure of first product or service in relevant booking: 100% will be held by the Tour Operator in accordance with these Terms, and no further refund will be payable.

For certain products of services Remarkable Scenic Tours, including bookings on third party activity's alternative cancellation terms will apply. Remarkable Scenic Tours will endeavour to advise you of any such requirements prior to confirmation of the applicable booking. However, it will up to the client to review the third parties' terms via their website or directly contacting the third party.

## **ACCEPTANCE OF RISK**

You acknowledge that travel and the products and services offered by Remarkable Scenic Tours may involve a significant amount of risk to your health and safety. By traveling with Remarkable Scenic Tours you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risk and releases Remarkable Scenic Tours from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically participating in adventurous activities such as those included in Tour itineraries or otherwise offered by Remarkable Scenic Tours.

You acknowledge that the degree and nature of personal risk involved depends on the products or services booked and the location(s) in which a product or service operates, and that there may be a significant degree of personal risk involved in participating, particularly participating in physical activities, carriage by watercraft, participation in "extreme sports" or other high-risk activities, accommodation and transport where Tours take place are often lower than the standards you may reasonably expect in your home country or region. You agree that Remarkable Scenic Tours is not responsible for providing information or guidance with respect to local customs, weather conditions, specific safety concerns, physical challenges or laws in effect in any locations where a Tour, product or service is operated. You acknowledge you have considered the potential risks, dangers and challenges and your own personal capabilities and needs, and you expressly assume the risks associated with travel under such conditions.

You must at all times strictly comply with all applicable laws and regulations of New Zealand and regions. Should you fail to comply with the above or commit any illegal act when on Tour or, if in the opinion of the Remarkable Scenic Tours (acting reasonably), your behavior is causing or is likely to cause danger, distress or material annoyance to others, Remarkable Scenic Tours may terminate your travel arrangements on any product or service immediately at your expense and without any liability on Remarkable Scenic Tours part. You will not be entitled to any refund for unused or missed services or costs incurred as a result of termination of your travel arrangements, including, without limitation, return travel, accommodations, meals, and incidentals.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Remarkable Scenic Tours or the Tour Operator's suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of Remarkable Scenic Tours and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obeying all posted signs and oral or written warnings regarding health and safety. Neither the Remarkable Scenic Tours nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

You agree to bring any complaints to Remarkable Scenic Tours as soon as possible in order to provide Remarkable Scenic Tours with the opportunity to properly address such complaint. You agree to inform your tour leader, another representative of Remarkable Scenic Tours or Remarkable Scenic Tours customer service department directly. Remarkable Scenic Tours assumes no liability for complaints that are not properly brought to the attention of Remarkable Scenic Tours and cannot resolve or attempt to resolve complaints until proper notice is provided. Any complaint made after the completion of a Tour must be received in writing by Remarkable Scenic Tours within 30 days of the last day of travel of the booking in question.

#### Remarkable Scenic Tours IS NOT LIABLE FOR THIRD PARTY SUPPLIERS

Remarkable Scenic Tours makes arrangements with accommodation providers, activity providers, airlines, cruise lines, coach companies, transfer operators, shore excursion operators, tour and local guides, and other independent parties ("Third Party Suppliers") to provide you with some or all of the components of your booking. Third Party Suppliers may also engage the services of local operators and sub-contractors. Although Remarkable Scenic Tours takes all reasonable care in selecting Third Party Suppliers, the Remarkable Scenic Tours is unable to control Third Party Suppliers, does not supervise Third Party Suppliers and therefore cannot be responsible for their acts or omissions. Any services provided by Third Party Suppliers are subject to the terms and conditions imposed by these Third Party Suppliers and their liability is limited by their tariffs, conditions of carriage, tickets and vouchers and international conventions and agreements that govern the provision of their services. These may limit or exclude liability of the Third Party Supplier. You acknowledge that Third Party Suppliers operate in compliance with the applicable laws of the countries in which they operate and Remarkable Scenic Tours does not warrant that any Third Party Supplier is in compliance with the laws of your country of residence or any other jurisdiction.

**REMARKABLE SCENIC TOURS IS NOT LIABLE AND WILL NOT ASSUME RESPONSIBILITY FOR ANY CLAIMS, LOSSES, DAMAGES, COSTS OR EXPENSES ARISING OUT OF INCONVENIENCE, LOSS OF ENJOYMENT, UPSET, DISAPPOINTMENT, DISTRESS OR FRUSTRATION, WHETHER PHYSICAL OR MENTAL, RESULTING FROM THE ACT OR OMISSION OF ANY PARTY OTHER THAN THE TOUR OPERATOR AND ITS EMPLOYEES.**

Remarkable Scenic Tours is not liable for the acts or omissions, whether negligent or otherwise, of Third Party Suppliers or any independent contractors.

#### **LIABILITY**

Remarkable Scenic Tours and their respective employees, affiliates, officers, directors, successors, representatives, and assigns shall not be held liable for (A) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any other provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by

such other provider; and (B) any loss or damage due to delay, cancellation, or disruption in any manner caused by the laws, regulations, acts or failures to act, demands, orders, or interpositions of any government or any subdivision or agent thereof, or by acts of God, strikes, fire, flood, war, rebellion, terrorism, insurrection, sickness, quarantine, epidemics, theft, or any other cause(s) beyond their control. You waive any claim against the Remarkable Scenic Tours for any such loss, damage, injury, or death.

In the event that any loss, death, injury or illness is caused by the negligent acts or omissions of Remarkable Scenic Tours or of the Third Party Suppliers of any services which form part of the booking contract then Remarkable Scenic Tours limits its liability, where applicable by all applicable international conventions.

Carriage of passengers and their luggage by sea is governed by the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea (PAL), as amended (the "Athens Convention") which is expressly incorporated into these Terms and any liability of the Tour Operator and the Carrier (as that term is defined in the Athens Convention) for death or personal injury or for loss or damage to luggage arising out of carriage by sea will be determined solely in accordance with this Convention. The Athens Convention limits the Carrier's liability for death or personal injury or loss or damage to luggage and makes special provision for valuables. It presumes that luggage has been delivered undamaged to the Guest unless written notice is given to the Remarkable Scenic Tours and/or the Carrier:

(a) in the case of apparent damage, before or at the time of disembarkation or redelivery; or

(b) in the case of damage which is not apparent or of loss, within 15 days from the date of disembarkation or redelivery or from the time when such redelivery should have taken place.

Any damage payable by Remarkable Scenic Tours up to the Athens Convention limits will be reduced in proportion to any contributory negligence by you and by the maximum deductible specified in Article 8 (4) of the Athens Convention. Copies of the Athens Convention are available from Remarkable Scenic Tours on request.

In so far as Remarkable Scenic Tours may be liable to you in respect of claims arising out of carriage by sea, the Tour Operator is entitled to all the rights, defenses, immunities and limitations available, respectively, to the actual carrier and under the relevant Conventions, and nothing in these Terms will be deemed as a surrender thereof. To the extent that any provision in these Terms is made null and void by the Athens Convention or any legislation compulsorily applicable or is otherwise unenforceable, it shall be void to that extent but not further. Remarkable Scenic Tours liability will not at any time exceed that of the carrier under its Conditions of Carriage and applicable or incorporated conventions or other legislation. Any liability in respect of death and personal injury and loss of and damage to luggage which Remarkable Scenic Tours may incur, whether under the contract with you in accordance with these Terms or otherwise, will always be subject to the limits of liability contained in the Athens Convention for death or personal injury.

Notwithstanding anything to the contrary elsewhere in these Terms, Remarkable Scenic Tours will not in any circumstances be liable to you for any loss or anticipated loss of profit, loss of enjoyment, loss of revenue, loss of use, loss of contract or other opportunity nor for any other consequential or indirect loss or damage of a similar nature.

For claims not involving personal injury, death or illness or which are not subject to the Conventions referred to above, any liability Remarkable Scenic Tours may incur for the negligent acts or omissions of its suppliers will be limited to a maximum of the price which you paid for the applicable Tour, not including insurance premiums and administration charges. Remarkable Scenic Tours will not at any time be liable for any loss of or damage to valuables of any nature. You agree that you will be precluded from making a double recovery by making the same claims and seeking recovery against Remarkable Scenic Tours and its suppliers, contractors or other third parties.