

Haka Tours Limited – Private Group Touring Terms and Conditions

Your contract is with HAKA TOURS Ltd referred to as "HAKA TOURS".

Prices

Prices quoted are subject to change at any time until full payment is received. All quoted accommodation and activities are subject to availability until deposit is paid and booking is confirmed within 10 business working days or as advised from your tour manager after deposit is received.

Haka Tours reserves the right to correct any pricing errors or omissions. Prices are per person in New Zealand dollars and subject to minimum numbers unless stated.

Amendments within 2 months prior to arrival will incur a \$150 admin fee and any additional fees charged by and 3rd party suppliers.

New Zealand Driving Laws

Our driver/guides are required to take adequate breaks in-between their long driving days and hours. The maximum a driver can drive in any one day is 13 hours. Once the driver has stopped, he must have no shorter than a 10-hour break. There also must be at least one 24-hour break in 7 days.

Deposits and Final Payments

To confirm a booking you will be required to pay a 20% non-refundable deposit. If the confirmation of booking is within 2 months of travel full payment is required to confirm. No accommodation confirmations or arrangements will be made until payment is received. Final payment is due 2 months prior to the tour start date.

Prices are valid for payment by credit card (Visa or Mastercard) or bank deposit. If paying by credit card a 2% credit card fee applies or a \$25 NZD bank fee if paying by overseas bank. Fees are in addition to the tour amount due and must be taken in to account, along with fees incurred by your own bank. The amount received by Haka Tours must be the correct amount invoiced for in New Zealand dollars. Haka Tours is not responsible for bank fees that have not been taken in to account or loss due to exchange rate. Any shortfall of payment due to exchange rate or bank fees is the responsibility of the tour guest or group. Final documents will not be issued until full payment is made and cleared funds are received.

Final Group Numbers

Final group numbers must be confirmed 2 months (60 days) prior to your tour departure date. At this time, we will also require a full rooming list that outlines full guest names and bedding configuration. If the number of guests booked onto the tour at this time is different to the initial quoted numbers, we reserve the right to adjust your tour price accordingly.

We appreciate regular updates on your group numbers and rooming requirements.

Cancellation Policy

HAKA TOURS reserves the right to make changes to their itineraries or cancel any trip, including a guaranteed trip, at any time prior to departure if something beyond the control of HAKA TOURS deems it necessary; including natural disasters, political instability, terrorism, weather, cultural conditions or other external events.

Cancelled bookings will incur charges:

Period	% Cancellation Fee
Within 60 Days of departure	50% of tour cost
Within 30 Days of departure	100% of tour cost

Cancelled activity, accommodation or service bookings – no refund will be given if you choose to cancel a booked activity or service.

If an activity, service or accommodation booking is cancelled by the provider (for example due to weather) Haka Tours may refund you or offer a suitable alternative. Refunds will not be processed until after Haka Tours have received a refund from the provider.

All refunds will be returned on the same credit card or bank account to the same person(s) and in the same proportions as the original transactions.

Itineraries

Itineraries are subject to alteration. Alterations may come about due to road or weather conditions, strikes, public holidays, local festivals and cultural or other reasons. Due to the nature of the terrain and remote areas, weather fluctuations can adversely affect road conditions that may necessitate alterations to itinerary with little or no notice. Any additional expense incurred by the passenger is not HAKA TOURS responsibility. HAKA TOURS can give no guarantee as to the exact arrival and departure times for carriers and operators used by HAKA TOURS in the tour and HAKA TOURS will not be liable for failure of any other services or attractions beyond its control.

Travel Insurance

Travel Insurance is the responsibility of the tour guest or group. Haka Tours strongly recommends travel insurance is purchased at the time of confirming and paying the deposit for your tour. Failure to obtain travel insurance is at the tour guest's or group's own risk. When obtaining travel insurance you must declare any pre-existing medical condition, check your travel insurance provider offers cover for guided tours and any adventurous activities such as skiing are declared.

Visas, Passports and Travel Documents

It is the tour guest or group's responsibility to ensure they have valid passports, visas and any permits needed to enter New Zealand and meets the requirements of immigration and other government authorities. Any loss, payments or expenditures incurred as a result of visas not being issued in time or of such documents not meeting the requirements of New Zealand immigration is the responsibility of the tour guest or group.

Travel Documents

Final documents can include, without limitation, final itinerary, details on guide and travel vouchers if applicable. Documents will be sent by email prior to arrival date in New Zealand. It is advisable to print off these documents to refer to while travelling.

Tour Guest safety and Responsibility

At all times the decision of the Haka Tours Tour manager or an activity supplier representative during optional activities, will be final on all matters regarding safety and wellbeing of tour guests and operational requirements of the tour. By travelling with Haka Tours, the tour guest agrees to abide by the authority of the tour manager or optional activity supplier.

Should the tour guest fail to comply with the above or commit any illegal act when on the tour or,

if in the opinion of the Tour manager (in their sole discretion), the tour guest's behaviour is abusive and is causing or is likely to cause danger, distress or material annoyance to others, Haka Tours will terminate that client's travel arrangements immediately without any liability on Haka Tour's part or any third party agencies. The client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements, including, without limitation, return travel, accommodations, meals, and/or incidentals.

Tour guests and group leaders agree that they are responsible for any costs incurred by Haka Tours or Haka Tour's suppliers as a result of damage, destruction, theft, or excess cleaning fees related to the guest's accommodation, transport, or other use of facilities while on Tour.

Complaints

The tour guest or group leader agrees to bring any tour related complaints to Haka Tours as soon as possible in order to provide Haka Tours with the opportunity to address such complaint promptly and effectively. The tour guest agrees to inform the Tour manager or their tour advisor at the earliest opportunity. Haka Tours assumes no liability for complaints that are not properly brought to attention with sufficient notice to resolve or attempt to resolve guest complaints. Any complaint made after the completion of a tour must be received in writing to their tour advisor as soon as possible after the tour. The tour guest or group leader acknowledges and agrees that Haka Tours will not accept any liability for claims received after the tour.

Important Information Exclusion of Liability

1. Whilst HAKA TOURS will take all reasonable steps to provide an enjoyable tour, it accepts no liability for any loss of enjoyment experienced by passengers due to

circumstances beyond its control. These circumstances include any condition, medical or otherwise, or treatment thereof, experienced either pre tour or during the tour. HAKA TOURS further accepts no liability for any loss beyond its reasonable control and provides no warranties in addition to those set out under the Fair Trading Act 1986, and nothing herein restricts and passenger from exercising their rights and remedies pursuant to law.

2. The optional tour excursions are not operated by, or at the direction of, or on behalf of

HAKA TOURS, its employees or agents or any other persons or companies associated with HAKA TOURS. All Optional Activities are an additional cost to the tour price and by taking bookings for these tours, HAKA TOURS acts as each optional tour operator's agent.

3. These tours include the services of operators other than HAKA TOURS e.g. hoteliers, airlines and optional tour excursions, which are not under the direct control of HAKA TOURS, and whilst HAKA TOURS takes all reasonable care in selecting these operators, it cannot accept responsibility for those operators' conduct or the conduct of their representative employees or agents or for any ramifications of that conduct.

Accident Compensation Commission (ACC)

If you are injured whilst in New Zealand, ACC may be able to help with the cost of the treatment

and support you need whilst you're here. However, it is important to be aware that you cannot sue for personal injury - ACC replaces that right. Furthermore, ACC only covers treatment and rehabilitation costs whilst in New Zealand; it is not a replacement for travel insurance and does not cover illness, disrupted travel plans or emergency travel to get you back home.