

# Terms & Conditions for TIME Unlimited Ltd.

## **For our Day & Multi-Day Tours: Auckland Tours, Maori Tours, Kite Fishing, Kayaking & Kayak Fishing, Guided Walks, Private Tours and all other**

1. "You" or "your" refers to the customer. "We", "us" and "our" refers to TIME Unlimited Ltd, T/A TIME Unlimited NZ Tours & Travel. This "agreement" refers to these Terms & Conditions and any other conditions specified by us, for example on a Booking Form provided by us.
2. Once a booking is received via [www.newzealandtours.travel](http://www.newzealandtours.travel) , via email, by telephone or by any other means, your booking is confirmed subject to availability. Bookings are non-transferable.
3. All prices are quoted in NZ Dollars and have GST included. In some cases we may quote you in a currency more familiar to you, such as US\$ or Euros.
4. Full payment is required at the time of booking – no spaces on our tours and/or events will be reserved for you until payment is received.
5. Should you wish to cancel your booking with us, we need to receive this in writing with more than 48 hours notice. Due to the small numbers and highly personalised nature of our tours, all cancellations inside 48 hours incur a 100% cancellation fee.
6. Although we will endeavour to adhere to the advertised tour details, you accept that we have the right to alter elements of any tour at our sole discretion.
7. TIME Unlimited Ltd, its owners, directors and employees assume no responsibility howsoever caused for injury, loss or damage to person or property in connection with any service resulting directly or indirectly from: Acts of God, natural disasters, detention, annoyance, delays, and expenses arising from quarantine, strikes, thefts, pilferage, civil disturbances, government restrictions or regulations, discrepancies or change in transit or hotel services, over which it has no control.
8. You acknowledge that TIME Unlimited Ltd will not be responsible for any loss or damage to property (including personal property such as bags, money or personal items) brought on a tour organised by TIME Unlimited Ltd. You will be liable for any loss or damage of person or property caused by you on a tour organised by TIME Unlimited Ltd.
9. We reserve the right to cancel or postpone a tour for any reason, including but not limited to if the tour does not meet minimum attendance levels or if, in our opinion, the weather makes it difficult to guarantee your safety. If we cancel a tour, we will provide you with a full refund.
10. You must ensure that you and those in your care act in an orderly manner when going on a tour organised by TIME Unlimited Ltd. We may refuse entry or evict

you if you or anyone in your care is behaving in a drunken, disorderly or inappropriate manner. This also includes not following instructions given by the tour guide, which may lead to unnecessarily disturbing or harming wildlife, littering or placing yourself and/or others in possible or actual danger.

11. When booking a tour with us, you accept that there are inherent dangers involved in the pursuit of any outdoor activity. This applies especially, but is not limited to, Kite Fishing, Kayaking, Kayak Fishing, Flounder Spearing and Guided Walks. We accept no responsibility howsoever caused for injury, loss or damage to person or property in connection with the provision of these or other services offered by TIME Unlimited Ltd.
12. We again wish to stress our commitment to you, our valued customers. If the unexpected happens and you need to cancel your booked tour or event, please let us know and we will discuss with you. Also, we wish to stress that your safety and wellbeing is of the utmost importance to us. We endeavour to send you home as friends with great memories of the time you spent with us.

### **Travel Itineraries & Guided Tours**

1. "You" or "your" refers to the customer. "We", "us" and "our" refers to TIME Unlimited Ltd. This "agreement" refers to these Terms & Conditions and any other conditions specified by us, for example on a Booking Form provided by us.
2. Once you have decided what you would like to experience, we provide you with a firm quote. When you have accepted the quote, a deposit is required to secure your reservation. This may be paid by Credit Card (Master Card or Visa) using the Secure System on our website, or by faxing, phoning or emailing us with your Credit Card details. We also accept payment by funds transfer and cheque. Please note that we need the funds to be cleared before we can proceed to make final bookings on your behalf. Please note that prices are subject to change as a result of changes in international exchange rates.
3. TIME Unlimited Ltd is committed to giving you the time of your life through excellent service at all levels. We provide you with specially designed Itineraries and Guided Tours that specifically list which items are included which ones are at your own cost. All your main holiday costs are usually pre-paid by us on your behalf and this is why we need payment from you, i.e. so that we can make confirmed bookings on your behalf. Where applicable (depending on whether you have booked a travel itinerary, fully guided tour or an activity with us), all accommodation, tours, your guide, transport, the activities you have booked, all licenses, taxes (Including GST of 12.5%) and entry fees are included in the price. All you have to pay for are your additional personal expenses. We will outline in your Travel Itinerary and Tour Itinerary for Guided Tours what is included in the price and what is additional to this price.
4. All prices quoted are in NZ Dollars (unless stated otherwise) and have GST included. In some cases we may quote you in a currency more familiar to you, such as US\$ or Euros.
5. TIME Unlimited Ltd, its owners, directors and employees assume no responsibility howsoever caused for injury, loss or damage to person or property in connection with any service resulting directly or indirectly from: Acts of God, natural

disasters, detention, annoyance, delays, and expenses arising from quarantine, strikes, thefts, pilferage, civil disturbances, government restrictions or regulations, discrepancies or change in transit or hotel services, over which it has no control.

6. On making the first payment to TIME Unlimited Ltd you, our valued client, agree to be bound by these terms and conditions. Diversion from the planned itinerary without consultation can lead to cancellation or other additional costs, which will be your responsibility. Once your planned itinerary or guided tour is booked and confirmed, each amendment to the itinerary will incur a service fee of NZ\$25.

## 7. **Payment, Cancellation and Refund Policy:**

- 7.1. **Deposit:** A deposit of 20% of the total price is required when you confirm the travel plan or guided tour with us.

We require full payment 60 days prior to the start of your TIME Unlimited Ltd experience. This is because that timeframe will give us enough time to book and confirm the most interesting activities and accommodation on your behalf.

If you are arriving "Down Under" at relatively short notice, (less than about 2 months notice), we can arrange other payment options by negotiation. Full payment must be completed at time of final confirmation, so that we can finalise and pay for all bookings on your behalf. Please note the cancellation charges below.

- 7.2. **Cancellation Charges:** Cancellations must be in writing to TIME Unlimited Ltd:

If you cancel your trip 60 days or more prior to day one of your tour – our cancellation charge is 20% of the full tour price (the deposit).

If you cancel your trip 30 - 59 days prior to day one of your tour- you will be charged 50% of the full tour price.

If you cancel 30 days or less prior to day one of your tour, you will be charged for the full Travel Plan or tour price.

We highly recommend you to cover yourself against loss by taking out comprehensive travel insurance. You never know what may happen and it may come in handy if the unexpected happens.

8. We again wish to stress our commitment to you, our valued customers. If the unexpected happens and you need to postpone or delay your trip or part of your trip, please let us know. We will endeavour to come to some arrangement that is satisfactory for all of us. However, this cannot be guaranteed. It may be possible to change bookings and dates but for the most sought after and exclusive accommodation and tours, this may not be the case. We will require the payment of a service fee for such changes (see above).