

**KIWI VIBES  
TERMS AND CONDITIONS**

**Definitions**

1. "Kiwi Vibes", "our", "us", "we" means Kiwi Vibes Limited.
2. "You", "your" means you and any member of your party.

**Booking Conditions**

3. All New Zealand tours advertised on the Kiwi Vibes website are operated by Kiwi Vibes. Your contract is with Kiwi Vibes as the Tour Operator and is subject to the following terms and conditions (the "Conditions").
4. Our tours are designed and intended for people between the ages of 18 to 35 years. You must be at least 18 years old on the departure date of your tour. We reserve the right to decline any booking request at our discretion.
5. A contract will exist between you and us upon payment of the deposit or payment in full, whichever is sooner

**Booking Your Trip**

6. Bookings made directly with us through the Kiwi Vibes website must be secured through the payment of the total ticket price or, if booking more than 30 days prior to your tour date, a deposit of 10 per cent of the price of the total ticket price. This deposit is non-refundable.
7. The remainder of the total ticket price (the "Outstanding Amount") is payable 30 days prior to the date of that tour, and will be automatically charged, at this time, to the card details provided at the time of booking. Kiwi Vibes will notify you, via email, of this automatic charge 10 days prior to this. Failure to pay the outstanding amount can and will result in your booking being cancelled by us. Upon Kiwi Vibes having successfully received the Outstanding Amount, you will receive an email confirming your place on the relevant tour, including an itinerary and ticket details.
8. All prices advertised are in New Zealand dollars (NZD) and inclusive of all taxes, unless otherwise stated. We reserve the right to alter prices and other particulars contained on our website and in our brochures.
9. You must clearly state all your requirements at the time of booking. Please note that any dietary requirements will be a request only. We cannot guarantee special dietary requirements and we will not assume any responsibility or liability if your special requirements cannot be fulfilled. If you want to change any aspect of your booking you must notify us as soon as possible in writing. We will do our best to accommodate your requested changes however we may require you to pay an amendment fee of \$100 per person.
10. If you are unable to travel due to illness, the death of immediate family, jury service or any other significant reason beyond your control we may agree to your booking being transferred to another person who meets these Conditions or the transfer to another tour of equivalent value. Notice of such a request must be given at least 21 days from the date of departure of the tour.

**Cancellation by You**

11. All cancellations of bookings by you must be made in writing. We will not regard a booking as cancelled unless email written notice has been received by us from you.
12. Cancellation can only be made up to 30 days before departure of your tour. Once the cancellation is accepted a refund of 90% of the total ticket price (less the 10% deposit) will be paid to you. The refundable portion does not include the non-refundable 10% deposit.
13. No refunds will be available for cancellations within 30 days of the departure date.

**Cancellation or Modification by Us**

14. We will endeavour to operate all Kiwi Vibes tours as advertised. We reserve the right to modify or cancel at our discretion any tour at any time. We will notify you of any changes or cancellations as soon as reasonably possible.
15. Kiwi Vibes reserves the right to require a minimum number of bookings per tour. In the event that less than 50% of a tour's tickets have not been sold 21 days from that tour's departure, we will cancel the tour and notify you immediately.
16. In the event of a cancellation by us, we will offer you at our discretion the following:
  - (a) A refund in full of all moneys paid with no right to any further compensation; or
  - (b) A tour of an equivalent value at a different date.
17. We do not consider a change of accommodation or transport style to be a modification and reserve the right to change these elements without notifying you.

**Our Liability to You**

18. The responsibility of Kiwi Vibes as the Tour Operator is limited. We act only in the capacity of agents for carriers, hoteliers, or other service providers ("Third Party Service Providers") in all matters relating to accommodation, optional activities, sightseeing tours and any other arranged activities. As such, we will not be liable for any personal injury, death, loss, damage, accident, delay or irregularity caused by any Third Party Service Providers on your Kiwi Vibes tour.
19. You accept and understand the possible risks when travelling on a Kiwi Vibes tour.
20. During your Kiwi Vibes tour there will be opportunities to take part in optional paid activities or excursions which are not owned, controlled or operated by Kiwi Vibes. Any participation in such activities is at your own risk
21. Kiwi Vibes accepts no responsibility for any cancellation or modification of an optional activity or excursion due to weather or other unforeseen circumstances.
22. It may be necessary to vary your itinerary from that stated at the time of purchasing your ticket. The final decision will be that of the trip leader.

**Force Majeure**

23. Kiwi Tours does not accept liability for any loss, damage or expense resulting from war, civil unrest, weather conditions, fire, natural disasters including earthquake, flood, tsunami or volcanic eruption, Acts of God, closures, unforeseen alterations to public transport schedules, epidemic or outbreaks of illness or any other event outside of the control of Kiwi Vibes which either delays or extends or reduces the tour, or compels a change in the tour arrangements after departure.

**Contravention of Law**

24. We will not be responsible for any loss or damage sustained by you as a result of a contravention of any New Zealand law or regulation while on a tour.
25. In particular, you are required to comply at all times with the laws of New Zealand relating to the consumption of drugs, alcohol and tobacco.
26. You acknowledge that the possession or use of cannabis or any cannabinoid product is prohibited under New Zealand law and is a criminal offence.

**Health and Medical Conditions**

27. You must inform us at the time of booking of any medical condition or disability that may affect your Kiwi Vibes tour, as well as any special arrangements you require. Whilst we will use reasonable efforts to accommodate your

particular needs, we reserve the right to decline your booking.

**Your Responsibilities**

28. We will not allow you to embark on or continue a tour if:
  - (a) We deem you incapable of caring for yourself;
  - (b) You become objectionable to other passengers or guides;
  - (c) If you break any New Zealand laws;
  - (d) If you fail to provide adequate evidence of travel insurance; or
  - (e) If you become a hazard to yourself or others.
29. All expenses resulting in your exclusion from the tour at any time will be your own and not those of Kiwi Vibes. No refund will be given if you are excluded from a tour for any of these reasons. Kiwi Vibes is in no way obligated to transport you to any location after you have been excluded from a tour.

**Travel Documents**

30. Please take care to read your invoice, ticket/s and any other documents we send you ("travel documentation") as soon as you receive them and let us know immediately if any details are incorrect. We accept no liability if you fail to notify us of any inaccuracies in the travel documentation with 14 days of your receipt of the travel documentation.
31. It is your sole responsibility to make sure all other necessary travel documents are valid, including but not limited to your passport and visa. We strongly recommend that you undertake your own research as to the procedural, documentary and other requirements necessary for your travel in advance of your tour.

**Insurance**

32. You must take out comprehensive travel insurance prior to the tour departure date. If requested by your tour guide, you must produce evidence of your travel insurance prior to commencement of the tour.
33. We recommend your policy includes cover for cancellation, medical expenses, personal injury and accident, repatriation, death and loss of personal goods. Your travel insurance policy should also cover any activities and excursions not provided by Kiwi Vibes you may engage in during your tour.
34. You hereby indemnify us against all third party actions taken against us for loss or damage caused by you or arising from your participation on the tour.

**Data Protection**

35. In order for Kiwi Vibes to ensure tours run smoothly, the information you provide us when booking your ticket may be shared with any relevant service suppliers utilised on your trip including the guide and driver. By booking a tour with Kiwi Vibes, you agree to the sharing of this information with all relevant parties.
36. Kiwi Vibes reserves the right to feature your statements, photographs or content made as a passenger in future advertising publications.

**Smoking**

37. There is a strict no-smoking policy on Kiwi Vibes transportation which must be adhered to at all times. Smokers will have the ability to smoke on any of the frequent stops throughout a tour.

**Luggage**

38. You are entitled to have one piece of main luggage weighing no more than 23kg and one day pack weighing no more than 7kg.

**General**

39. All contracts for bookings with Kiwi Vibes are governed by New Zealand law.