



KIRRA TOURS

TERMS AND CONDITIONS

1. Acceptance of Terms

1.1 You acknowledge & warrant to Kirra that you have accessed, read & accept these terms by making a booking with Kirra

2. Contracting Party

2.1 Any reference to Kirra or Kirra Tours in these Terms means Kirra Tours Limited Partnership being your Kirra representative company.

3. Price & Currency

3.1 All prices quoted in the relevant Kirra brochures and websites are in New Zealand Dollars.

3.2 GST is included in all prices quoted in New Zealand Dollars online, unless specified otherwise.

4. Inclusions & Exclusions

4.1 The Price of your booking shall cover only those items specified by Kirra in writing at the time of your booking (or any variation thereto).

5. Special Requests

5.1 All special requests & meal requirements must be advised to Kirra in writing at least 45 days prior to departure.

5.2 Special room & dietary requests will be passed on to the hotels but cannot be guaranteed.

6. Variations & Cancellations By Kirra

6.1 Kirra reserves the right to vary any tour or other travel arrangement at any time up to and following your travel departure date. You will be notified promptly of any such variation.

6.2 If a variation results in a substantive change to your itinerary (as determined by Kirra), you will have the option of:

(a) continuing with the varied tour or other travel arrangements without a reduction in Price;

(b) accepting any alternative arrangements offered to you by Kirra (in which case any difference in price will be payable by you or refundable by Kirra (as applicable));



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(c) cancelling your booking whereby you will be given a full refund of all amounts paid to Kirra in respect of such booking (excluding insurance premiums, Variation Fees and Additional fees (as applicable)), provided that notification of your decision to cancel is received in writing by Kirra no later than 14 days from the date on which Kirra notified you of the substantive change to your itinerary.

6.3 Kirra reserves the right to cancel any booking at any time up to the travel departure date. You will be notified promptly of any such cancellation.

6.4 If cancellation is made prior to the departure of your tour, Kirra will refund to the passenger the amount received for the reservation.

7. Variations & Cancellations By You

7.1 Except as otherwise specified in these Terms, in the event of cancellation of a booking by you, the following cancellation fees shall apply.

- 0-30 Days before departure: No refund
- 31+ Day: Full refund

8. Health Requirements

8.1 Payment (directly or through your travel agent) shall constitute a warranty by you that you (and any other persons covered by your booking) are sufficiently fit and healthy to undertake the relevant tour or other travel arrangements. As part of this warranty, you agree to indemnify Kirra for any actions, claims and demands arising out of any health issues arising on or after the completion of your tour or other travel arrangements.

8.2 Kirra reserves the right to remove any person from any of its tours or cancel or vary any travel arrangements where Kirra considers, in its sole discretion, that such person is not sufficiently fit and healthy to undertake the relevant tour or other travel arrangements.

9. Minors

9.1 Passengers under the age of 16 are permitted but must be accompanied by a parent or guardian at all times during the tour.

10. Safety

10.1 You must follow all Kirra Tour crew instructions at all times to ensure tour safety. You acknowledge that any failure to do so may result in restricted access to areas on the tour or withdrawal from the tour (at Kirra's discretion).

11. Luggage

11.1 Kirra asks You to keep luggage down to one medium sized suitcase (a medium sized suitcase is approximately 36" x 18" x 10") weighing no more than 44lbs (20kg) but



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a small holdall can also be taken on board the coach.

11.2 Kirra does not accept responsibility for loss or damage to luggage unless it established that it is caused by the negligence of Kirra. This includes overnight stops where even though the vehicle and luggage holds are locked and secured, Kirra cannot be held responsible for any luggage left overnight in the vehicle. Should loss or damage occur, you may be able to claim through travel insurance (except for luggage left overnight in the vehicle).

12. Travel Insurance

12.1 Kirra highly recommends that comprehensive travel insurance is purchased at the time of booking. Cancellation fees charged by Kirra will not be waived under any circumstances where travel insurance may have covered you.

13. Accident Compensation Scheme

13.1 You acknowledge that New Zealand has a no fault law and claims are handled by the Accident Compensation Commission (“ACC”) pursuant to governing legislation, including the Accident Compensation Act 2001. Because of the wide range of help available from ACC after an injury, you can’t sue for personal injury in New Zealand, except for exemplary damages.

13.2 Should you require additional cover outside that provided by ACC, then you should organise your own cover direct. Kirra is not obliged to take out any such additional cover on Your behalf.

14. Warranties

14.1 To the extent permissible at law, all express or implied warranties, representations, or Terms are expressly excluded from any goods or services provided to you (or any other person covered by your booking) by Kirra. Where the law implies any condition or warranty which cannot be excluded, Kirra’s liability for such implied condition or warranty is limited, at Kirra’s sole discretion, to one of the following:

- (a) in the case of damage to or loss of any property, the repair or replacement of such property; or
- (b) in the case of services, the resupply or such services or a refund for such services.

15. Hotels & Transportation

15.1 The carriers (including airlines, rail and sea carriers) and accommodation providers (including hotels) used in association with any tours or other travel arrangements are not responsible for statements in any Kirra brochure and the conditions of sale of each carrier or accommodation provider (as applicable) constitute a separate contract between you and such carrier or accommodation provider (as applicable). Kirra accepts



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no responsibility for, or liability in respect of, any goods or services provided under or in connection with any such contract.

16. Complaints

16.1 Any problems that occur whilst on a tour or other travel arrangement must be submitted to Kirra via email at the earliest opportunity, and in no event later than 30 days after returning from such tour or other travel arrangement. Failure to comply with this complaints procedure shall result in forfeiture by you of any potential claim against Kirra with respect to such complaint. Please email feedback@kirratours.co.nz

17. General

17.1 The Terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

17.2 These Terms constitute the entire agreement between the parties and about its subject matter and any previous agreements, understandings and negotiations on that subject matter have no effect.

18. Illustrations

18.1 All photographs in any brochure produced by Kirra illustrate genuine events and places. Their use or particular positioning should not be interpreted as confirmation that those events and places will necessarily be seen on the relevant tour. Any questions in this regard should be directed in writing to The Manager prior to the finalisation of travel arrangements.