



New Zealand Booking Conditions & Risk Waiver Agreement

This tour is being arranged, co-ordinated and escorted by Free Spirit Adventures (FSA) in collaboration with the following Agents and Providers (A & P): Once Upon A Trip.

BOOKING & DEPOSITS

1. To reserve a place on this tour, you must complete and return a Trip Booking Form to gabrielle@freespiritadventures.com.au or fax or post the form to: Free Spirit Adventures 17 Kent Avenue Seacombe Gardens SA 5047 [fax 08 8377 3963]. You will then be invoiced for a **\$500 Deposit** to be paid to Free Spirit Adventures. **Returning the form and paying the booking fee will secure your place on the trip.**

**The booking fee is refundable only if the requested itinerary or similar cannot be confirmed.*

**The itinerary and price is subject to change up until such time as the booking is confirmed.*

By completing the form and checking the box to indicate that you have read, understood and accepted the booking conditions & risks associated with this adventure; you are agreeing to these terms & conditions.

2. Once your itinerary is confirmed you will be required to pay a non-refundable **Confirmation Fee of \$500.00**. [If the deposit is not paid within 14 days, your booking cannot be guaranteed.]
3. Additional deposits may be required by airline and ground operators and these will be advised upon confirmation of the arrangements.

Passport: Your passport must have a minimum of 6 months validity. Australian citizens are not required to have a visa for entry into New Zealand. If you are not an Australian passport holder, please check the NZ Immigration Website: <http://www.immigration.govt.nz/> to find out whether you need a visa and how to apply for one if required.

The name on your booking form must be the same as passport. Airlines charge \$100.00 to the client for a name change after the booking has been ticketed if the name is incorrect.

Health Requirements: There are no vaccinations required for New Zealand. However we would advise that you have a medical check with your doctor before starting your training for the trek; especially if you have not been exercising on a regular basis. Normal common sense precautions regarding health risks, apply where ever you travel; so please consult your doctor for further advice related to your personal medical history.

Acceptance on the trip: All trip participants must be in good health and physical condition for trekking in hilly country, so we require all participants to inform us of any medical conditions which may prevent them from completing the trek safely. The right is reserved to accept, or decline any person as a trip participant at any time eg; their right to participate will be declined if they are under the influence of drugs or alcohol or any other physical/psychological condition which may compromise their safety. We reserve the right to ask trip participants to provide us with a medical certificate if we have concerns about fitness.

Baggage: Allowance is limited to 20 kilos per person plus a daypack or carry on bag. While every care is taken with baggage, no responsibility can be accepted for any loss, damage or delay. Baggage insurance is recommended. Your trek pack should weigh approximately 12-14kgs max and your carry on bag should be no heavier than 7kgs.

Travel Insurance: We recommend that you organise travel insurance through our Travel Manager: Andrea Turner, please email andreat@travelmanagers.com.au or phone Andrea on 0414596945.

You are at liberty to organise your own travel insurance but please ensure that there is adequate inclusions for trekking, including medical emergency evacuation. Also ensure that your cover is adequate for any extension that you may wish to book.

Final Payments: are due 100 days prior to travel. A late payment fee of \$100.00 will apply for payments made after this date. Payments can be made by cheque or by electronic bank transfer. You will be sent a tax invoice 30 days before payment is due, which will include payment details.

Trip Price Policy

Prices are subject to change and availability. Changes may be due to international currency fluctuations, inflation, fuel prices, conditions, fees, taxes or other changes. If this occurs we will contact you.

Once your full payment has cleared into our account, we would normally not vary the price. If the trip price were to vary considerably (>10%) after you had paid your non-refundable deposit and you decided to cancel we would likely allow a full refund or transfer to another trip.

For items included in package, see the 'NZ Inclusions and Price' document (available on our website)

Trip price does not include: excess baggage charges, cost of passports, laundry charges, meals not specified as being included, drinks, insurance premiums, telephone charges or any other personal expenses incurred by participant, including cost of evacuation if not covered by travel insurance.

Itinerary: Flights, accommodation & trek itinerary are subject to variation depending on circumstances in New Zealand.

By ticking the box on the Booking Form to say that you have read and understood the booking conditions, you understand that variations may be necessary for reasons including but not limited to; safety, interruptions to transportation, political unrest, prevailing weather conditions and the needs of the group.

Cancellations: Deposits are non-refundable unless there are extenuating circumstances. For cancellations received less than 100 days prior to departure, cancellation fee will be 100%. We may also choose to offer you another trip (transferable) at our discretion.

Free Spirit Adventures (FSA) reserves the right to vary or cancel a trip or a specific departure and will endeavour to advise you of cancellations not less than 90 days before departure. In the event of FSA cancelling a trip, we would work with all the members of the trip to try to provide alternative arrangements.

If you do not accept alternative arrangements we will refund all payments you have made to FSA, less any unrecoverable costs or admin fees. FSA will not be liable for any additional costs incurred by you.

No refunds will be made if a participant decides to pull out of the trek. However, non-completion of the trek due to medical emergency should be covered by your travel insurance.

We advise you to have a travel insurance policy that covers cancellation or inability to travel due to illness or extenuating circumstances.

Privacy: Our trips are often documented by camera and video. Tick this box if you do not wish the tour providers to use your image on their website and related social media:

Risk Awareness / Liability Waiver

By ticking the appropriate box on the booking form you indicate that you have been advised by Free Spirit Adventures (FSA) and its ground operator in NZ (Once Upon A Trip) ; of the following matters in relation to your New Zealand trip with FSA. You have been advised that travel and trekking are inherently dangerous activities. You may be killed, injured, incapacitated and experience pain, illness and suffering. You may experience loss, damage or theft of your property. Any of the above may not be FSA or its ground operator's fault. These incidents may be caused by others in your party, by sub-contracted ground operators, environmental factors, or even just physical or mental exhaustion which can happen at any time on your trip. There is no way of predicting all the hazards you may face. While FSA and its NZ ground operators will take reasonable precautions to minimise the risks, there is no way FSA can guarantee your safety on this trip 100%.

You acknowledge that the areas we will be travelling in are sometimes remote with little or no immediate medical support. In some remote areas self-rescue is the only option. Your trip leader may need to begin first aid appropriate to the remoteness of the area and the nature of your ailment. By ticking the appropriate box on the booking form, you certify that you have read and understood these risks and they are acceptable to you.

You also agree not to seek compensation, financial or otherwise from any incident that might occur during or associated with the trip, from FSA or its NZ ground operators.

FSA and their agents including employees, guides, leaders, subcontractors shall not be liable for loss, death or injury, to any of its clients or loss or damage or delay to their baggage, personal effects or other property arising from the following:

1. Acts of God including but not limited to Landslides, Ice Cliff Collapse, Avalanche, Earthquakes, Flooding and Fire;
2. Civil disturbances of any nature including but not limited to War, Revolution, Riots, Strikes or Labour Shortages;
3. Environmental Factors such as changes to trails, rivers and valleys, loose rocks, unstable ground, bad weather;
4. Any other circumstance beyond our control and responsibility.

#

Acceptance

By ticking the appropriate box on the booking form, you indicate that you have read, understood and accepted the Risk Awareness / Liability Waiver, Cancellation Policy and the Trip Price Policy.

You understand and accept the risks that have been explained to you and hereby waive your right to bring any legal claim against the Enright Group Pty Ltd, The Enright Family Trust / Free Spirit Adventures/Travel Managers or NZ Ground Operators (Once Upon A Trip).

Full Name:

Signature:

Date:

For more information, please email: gabrielle@freespiritadventures.com.au or mobile: 0414 410 963