

# Twilight Travel & Tours Terms & Conditions

# Group Tours within New Zealand

Please read the following "Booking Terms and Conditions" carefully, as they form the basis upon which your booking is accepted by Twilight Travel & Tours. References to "us", "we" and/or "our" in these Booking Terms and Conditions shall mean Twilight Travel & Tours. References to "you" and "your" in these Bookings Terms and Conditions shall mean the customer.

By making a booking, you agree to comply with and be bound by these Booking Terms and Conditions. These Booking Terms and Conditions apply to any bookings you make with us in person, over the phone or in writing.

We will rely on the authority of the person making the booking to act on behalf of any other traveller on the booking (regardless of whether other travellers have made separate payments) and that person will bind all such travellers to these Booking Terms and Conditions.

For any travel services booked in addition to our tour or package, please refer to the Booking Terms and Conditions on the Travel Managers website https://travelmanagers.co.nz/terms

# Prices, deposits and final payments

Prices are per person, twin share in New Zealand dollars. All costs are based on prices as known at time of printing/publishing and are subject to change at any time prior to departure should there be changes in exchange rates, service costs, fuel prices and airline, airport and government taxes.

A non-refundable deposit is required within 7 days of your reservation. Please refer to the specific tour information for the deposit amount. Subject to your rights under the Consumer Guarantees Act, all deposits are non-refundable for changes of mind or cancellations by you.

Balance is due 45 days prior to tour departure.

Payments can be made by direct credit or credit card (Visa/Mastercard) to Travel Managers Group.

Credit card surcharge of 2% will apply for all payments by credit card.

Payment of deposit acknowledges you have read and accepted the Booking Terms and Conditions.

# Cancellations

If you cancel your booking, you will forfeit your deposit. Within 45 days of travel the following cancellation charges apply:

45 - 31 days 25% of the tour cost 30 - 16 days 50% of tour cost 15 - 07 days 75% of tour cost 7 days or less 100% of tour cost

There is no refund once tour has commenced.

Any refunds within 45 days are subject to us having received the funds from the travel service provider/operator and/or being authorised by the travel service provider to refund your deposit or booking funds.

# **Changes and Amendments**

Each change will incur an amendment fee of \$50.00 per person per booking in addition to any supplier fees. Supplier fees may apply where a booking is changed and when tickets or documents are re-issued. Where we incur any liability for a supplier fee for any changes you make, you agree to indemnify us for the amount of that fee.

### Refunds

There is no refund for cancellations after the tour has commenced or in respect of any tours, accommodation, meals or any other services not utilised. Tours and holiday packages consist of combined airfares, accommodation, meals, sightseeing and activities which cannot be sold and subsequently cancelled and/or refunded separately.

# Cancellations Due to Covid-19, Pandemics or Epidemics

Should the tour be cancelled due to a Covid-19, pandemic or epidemic event, the deposit will be refunded in full, less an administration/booking fee of \$100.00 per person, up to 45 days prior to the tour departing. Within 45 days of the tour departing, should the tour be cancelled or postponed due to a Covid-19, pandemic or epidemic event the full amount, less an administration/booking fee of \$100.00 per person and less any supplier fees/charges and/or credits, will be refunded. Funds held in credit by the supplier will be available for a future tour. If the deposit or booking with the travel service provider is refundable, your refund is subject to us having received the funds from the travel service provider (which may take several weeks, dependent upon the travel service providers processing time). In the event we are still holding the funds, we can only provide you with a refund once we are authorised by the travel service provider to process your refund, subject to the travel service provider's change or cancellation policies.

# **Tour and Travel Services and Components**

We reserve the right to amend/change an itinerary. Accommodation, meals, tours, sightseeing and activities may be substituted by the service provider due to operational requirements. If an included activity is unavailable, an alternative activity will be provided where possible.

# Special Requirements

We will pass on special requests such as dietary requirements and room type or disability access to suppliers, but cannot guarantee that the supplier will provide any requests. We will not be liable if these special requests are not delivered.

# Vaccination Requirements

It is encouraged, but not a requirement to be vaccinated for Covid-19. Individual suppliers and destinations may have different requirements.

### Health and Fitness

Passengers should be reasonably fit, in good health and physical condition, and be able to walk moderate distances to fully participate in the sightseeing and activities included in the itinerary.

Sightseeing and activities within the itinerary may involve walking over uneven ground and steps, and are not suitable for wheelchairs and walking frames.

Twilight Travel personnel and other service providers cannot provide special assistance to passengers with disabilities. Passengers must be able to embark and disembark transportation without assistance.

No passenger will be permitted to embark or continue on tour while their mental or physical condition is, in the opinion of any representative of Twilight Travel, such as to render them incapable of caring for themselves, or whereby they become objectionable or offensive to other passengers, or they become a hazard to themselves or other passengers. Twilight Travel will not be responsible for expenses resulting in such persons being precluded from completing the tour.

# Covid-19 Disclaimer – For those booking travel in this changing environment

Those that choose to travel at present do so knowing that Covid-19 is continually changing. You acknowledge that you understand the possibility you, or your travel plans, may be negatively impacted before, during or after your travel. In this fluid environment, you make a decision knowing that those negative impacts may include, but are not limited to, flight cancellations or schedule changes, attractions being closed, travel and transport services being impacted, facilities being understaffed, last-minute changes, unexpected lock downs or new self-isolation rulings and additional costs incurred as a result. You also do so knowing any disrupts caused as a result of Covid-19 may not be covered by travel insurance. Please refer to your insurance policy.

### Responsibility & Liability

We exercise care in the selection of reputable travel providers and operators, but we are not ourselves a provider of these travel services and have no control over, or liability for, the services provided by third parties. All services within our tours and packages are subject to the terms and conditions, including conditions of carriage, cancellations policy and limitations of liability, imposed by these travel service providers and operators.

To the extent permitted by law, we do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expenses or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third-party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part.

## Force Majeure, Unavoidable or Extraordinary Circumstances

We will not be in any way liable and will not pay compensation if we, and/or any of our travel service providers and operators are prevented from starting/continuing a tour or supplying services by reason of act of God, war, threat of war, riot, civil disturbances, terrorist activity and its consequences, epidemic, pandemic, plague, infectious disease outbreak or any other public health crisis, natural disaster, earthquake, storm, flood, adverse weather conditions, fire or bushfire, transportation disruptions, travel restrictions, compliance with any law or government restraint order or rule regulations, strikes, lock outs, or any other cause not reasonably within our control.

## Acknowledgement

You acknowledge that you understand and agree with these Booking Terms and Conditions.

Effective from 01 June 2023.



