



Flying Kiwi Standard Terms and Conditions

Over the years we have carefully refined our tour processes to ensure a safe, stress-free New Zealand tour. Please take time to read our Standard Terms and Conditions to ensure you understand how our trips work. You will find information on our Future Tour Credit and Re-Scheduling tour details further down the page.

- **Disruptions or variations to your tour while travelling:** In respect of the flexible style of our product we cannot guarantee that any activity or amenity, especially those we have no direct control over and including those marked optional in our brochure will be available. Failure to participate in, or disputes over any such activity or amenity can in no way be held the responsibility of Flying Kiwi Wilderness Expeditions Ltd. (Flying Kiwi). Inability to visit a location, partake in an event or continue the trip as outlined in our brochure because of an unforeseeable event, including but not exclusive to; natural disasters, terrorism, weather, road conditions or other inhibiting factors can in no way be held to be the responsibility of Flying Kiwi. We reserve the right to make changes to our itineraries, without notice if necessary.
- **If for any reason it is necessary for us to cancel your booking prior to departure,** of which a payment has been made, you may choose between an alternative trip or a full refund. If an alternative trip is chosen and is of lesser value you will be refunded the price difference, if alternative trip is of a higher value then payment of the price difference will be required prior to travel. Flying Kiwi is not responsible for any incidental expenses that you may have incurred as a result of the cancellation such flights or visa costs.
- **Bookings through a third party:** Please be aware that if you have booked through a third party like a travel agent, their cancellation policy and terms and conditions may differ to our own. Be sure to check their particular terms and conditions, including cancellation policy, as they will apply should your circumstances change.
- **Travel Insurance:** We strongly recommend passengers take out travel insurance to cover any unforeseen circumstances that may arise. Your insurance should provide cover against personal accident, medical expenses, emergency repatriation and personal liability as well as any adventure activities not covered under a standard insurance policy. Flying Kiwi are not liable for any lack of insurance on your behalf. We recommend getting a travel insurance quote from World Nomads.



- **Mental/physical condition:** Passengers should be of reasonable health and fitness and carry all required medication. Flying Kiwi must be advised of any prior medical conditions at time of booking. No passenger will be permitted to embark or continue on tour whilst their mental/physical condition is, in the opinion of any representative of Flying Kiwi, may render them incapable of safe conduct, or they become objectionable to other passengers, or a hazard to themselves or other passengers. Flying Kiwi will not be responsible for expenses resulting in such persons being precluded from completing the tour.
- **Behaviour:** Our staff are entitled to a safe working environment, and our passengers to a great experience. Any threats to safety, being physical or verbal, or inappropriate behaviour may result in removal from the trip. If a Guide requires a passenger to leave the trip no refunds will be given and the passenger in question will be responsible for their own travel costs from that point. Flying Kiwi can refuse to carry a person whose behaviour is detrimental to the enjoyment of the group. Any loss or damage to our equipment through your neglect must be covered by you. By travelling with Flying Kiwi, you agree to accept the authority of the Guides.
- **Third party operator services:** All optional activities offered during the tour are operated by independent companies and are an additional cost to the tour price (unless stated otherwise in itinerary). We carefully select well established, professional companies who assume all responsibility for their safety and satisfactory delivery. Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. All excursions are supplied by third party suppliers and are subject to their own terms and conditions. For any excursion or activity that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator, however we will endeavour to seek a fair outcome for all parties on your behalf.
- **Images and video:** On occasion, Flying Kiwi conducts photo and video projects for the purposes of promoting its products and services. Passengers on these trips will be given the option to opt out of any such activities. Passengers are to advise their Guide should they wish to be excluded. If you do not opt out you are consenting to Flying Kiwi using the images taken whilst on your Flying Kiwi trip for advertising and promotional purposes worldwide, royalty-free in any medium.
- **Personal Risk:** Passengers accept that there are degrees of risk involved on tour activities such as hiking, swimming, cycling and ball games. There are options to be involved in swimming or water-based activities during your trip. It



is the passenger's sole responsibility to determine if he or she is qualified and capable of participating in any water activity, and he or she chooses to participate at their own discretion.

- **Activity or Accommodation Cancellations:** If you choose to cancel a pre-booked activity or accommodation booking, along with any relevant cancellation fees payable there will be a credit card fee charge of 2.38%.
- **Bus Rules & Campsite Etiquette:** Smoking or the drinking of alcohol is not allowed on board the bus. Keep strong smelling fragrances until you are outside of the bus as these may have an adverse effect on other travellers. When at camp please be considerate to those around you and smoke away from the campsite. Please wear your seatbelts at all times when travelling.

BOOKING & PAYMENT OPTIONS

Pay in full at the time of booking OR Confirm your seat with a \$200 NZD deposit.

Full payment is required 31 days prior to departure. If the full payment is not received in the designated time frame, Flying Kiwi reserves the right to cancel the booking. Deposits are non-refundable and non-transferable. When you pay by deposit, you have committed to paying the price advertised at the time of booking, regardless of any price changes or alternative promotions that become available.

*All tours are subject to minimum numbers.



CANCELLATION POLICY

If for any reason it is necessary to cancel a reservation, or you do not show for your tour departure the following will apply:

a) If you cancel your tour booking 31 days or more before your confirmed departure date:

- If you've booked direct with us and made full payment, the cancellation is free of charge and you will be refunded in full (less any applicable credit card fees).
- If you've booked direct with us and paid the \$200 deposit, you will be refunded in full minus the non-refundable \$200 deposit.
- If you've booked with an agent, you will need to go back to your agent to find out their cancellation terms.

b) If you cancel your tour booking 30 days or less before your confirmed departure date:

- If you cancel or do not show up, 100% of the tour price (full payment) is non-refundable or transferable.

Cancellations should be made with your original booking agent who may charge an additional fee and/or have their own refund/credit policies.

DISPUTES

Should you wish to raise any issues regarding your trip, it is your responsibility to notify Flying Kiwi as soon as possible so that we have every reasonable opportunity to resolve the issue.

- If you are currently travelling: Advise your Driver or Guide of your concern immediately so that steps can be taken to address the matter. If you would prefer to contact Flying Kiwi directly.



- If you have finished travelling: You must email us within 28 days of the dispute in question. We will not consider claims that are submitted 28 days after the dispute in question. Please provide a valid email address so we can provide a written response.

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ACCIDENT COMPENSATION COMMISSION (ACC)

If you are injured whilst in New Zealand ACC may be able to help with the cost of treatment whilst you're in New Zealand. However, it is important to note that you cannot sue for personal injury - ACC replaces that right. In addition, ACC only covers treatment/rehabilitation costs whilst in NZ and is not a replacement for travel insurance.

WEBSITE, BROCHURE & ADVERTISING

We make every effort to ensure the accuracy of the advertising, brochure and website information and prices at the time of printing, regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking. The information and prices shown on our website and in our brochures may have changed by the time you come to book your arrangements.