

Please read carefully the following terms and conditions. In completing and submitting the Booking Form, you agree to be bound by these conditions which form the agreement between Adventure South Ltd. and you.

1] How to Book

To reserve your place on one of the tours, you should complete the booking form and send it, along with a non refundable deposit of NZD \$400 per person per trip.

2] Payment

Prices quoted in the brochure and website are in New Zealand dollars and are payable by Visa, Mastercard, cheque, money order or cash. A surcharge is applicable on balance payments made by credit card. The balance of the tour price is payable 60 days prior to departure and payments must be made in New Zealand dollars.

3] Cancellations/refunds/transfers

If you wish to cancel your tour, please notify Adventure South in writing. Once Adventure South receives your notice, cancellation will take effect subject to the following:

- If cancellation occurs outside 60 days of the departure date you will forfeit your full deposit.
- If cancellation occurs between 60-30 days prior to departure you will forfeit 50% of the tour price.
- If cancellation occurs within 30 days of departure you will forfeit 100% of the tour price.

If you wish to transfer from one Adventure South tour to another, you should notify Adventure South in writing and your transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

- If your notice is received more than 30 days prior to your original departure a \$100 transfer fee will apply.
- If your notice is received within 30-8 days of your original departure date, 25% of your original tour price will be forfeited and the remainder transferred to the departure nominated by you.
- If your notice is received within 7 days of your original departure date, 100% of your original tour price will be forfeited.

4] Tour Prices

Advertised prices are based on ground costs, fuel prices, exchange rates and assumptions made at the time of printing the brochure. Adventure South tries its utmost not to increase prices however sometimes increases are outside its control. Adventure South reserves the right to amend tour prices at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, increased fuel costs, increases in ground services or exchange rate fluctuations. Any increase in tour prices must be paid prior to the departure date. Note: A small surcharge may apply for some tours during Easter, Christmas & New Year holidays where additional costs may be levied to meet statutory obligations. We will advise clients, prior to departure and tours affected are highlighted with * throughout the brochure /website.

5] Single supplement

Trips are organised and priced on a twin share basis. Single supplement accommodation is available (except in some locations such as alpine huts) at an extra price. The advertised single supplement prices do not include the Milford Mariner/Milford Wanderer & Doubtful Sound Navigator boats. If you book as a single and are agreeable to sharing a room we will arrange for you to share with a person of the same gender. For a guaranteed single room you must pay the advertised single supplement rate.

6] Cancellation due to Tour Booking Numbers

Adventure South reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour in which case you will be given a full refund of payments you have made to Adventure South. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from the cancellation.

7] Travel insurance

Full personal travel insurance including accident, illness and travel cancellation is strongly recommended for all of our tours to guard against the unexpected. If, at any stage, you experience unexpected changes to your schedule, please call and discuss these matters, either with your booking agent, or alternatively, contact us directly.

8] Route Changes

Adventure South reserves the right to:

- Change the date of departure or conclusion of the tour, or, modify any aspect of the tour, or
- Cancel or modify any routes with the tour or objectives set out in the itinerary, or
- Substitute different or equivalent routes within the tour in place of cancelled or modified routes, or
- Postpone, cancel or delay any such aspect of the tour

if in the absolute discretion of Adventure South, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions which may affect the safety of participants and guides of the group.

9] Health and Fitness requirements

To fully enjoy and benefit from your holiday experience you should be in good health and physical condition. We recommend that you follow our grading system and preparation recommendations before departure. If you have a medical, physical or mental condition you must disclose this to us upon booking. You are also obliged to do the same once you have booked where a medical condition becomes evident leading up to departure. We require our medical form be

completed by you and returned to us at the time of making your balance payment.

10] Airlines and other transport providers

These conditions are not issued on behalf of, and do not commit any airlines, whose services may be used in conjunction with an Adventure South tour. Should an airline amend or cancel a scheduled flight, such an amendment or cancellation will not be considered a cancellation of the tour by Adventure South and any flights or other transport that is outside the control of Adventure South, is subject to the conditions of the carrying airline or other transport entity.

11] Force Majeure

If Adventure South is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of terrorism, acts or omissions of a third party or any other cause whatsoever outside Adventure South's reasonable control, Adventure South will be under no liability to you and may, at its option, by written notice, either cancel the tour or arrange alternative tour arrangements.

12] Assumption of Risk and safety declaration

You acknowledge that:

- By its very nature of adventure travel can be more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death, and:
- Operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcoming of that third party's performance is against the third party and not against Adventure South, and
- The additional dangers and risks associated with adventure travel may include difficult and dangerous terrain, extremes of weather, including sudden and unexpected changes, remoteness from normal medical services and from communications and evacuation difficulties in the event of illness or injury
- We reserve the right to withdraw any person who in our opinion is likely to endanger themselves or others. We also reserve the right to cancel any activity if we become concerned for any reason for your safety or that of any other person.
- You must follow our instructions and use any safety equipment provided at all times. For the above reasons you accept the inherent and increased dangers and risks associated with the proposed adventure and the accompanying risk of injury, death or property damage or loss.

13] Release and Waiver of Liability

In consideration of Adventure South accepting your booking and in consideration of you being permitted by Adventure South to join the tour to the extent permitted by law, you:

- release, waive, discharge, hold harmless and agree to indemnify Adventure South and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in New Zealand from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction there within unless caused by the willful negligence or wrongful act of Adventure South and its employees; and regardless of the situation or circumstances giving rise to the claim you waive any claims you have, or may at any time have, against Adventure South and its employees and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from Adventure South and its employees in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour. To the extent permitted by law, all our liability for damage to your property, disruption to travel plans, or mental injury is excluded. This is subject to any rights you may have under the Consumer Guarantee Act 1993 if booking in NZ. If sections of the Act do apply Adventure South's liability is limited to resupplying the services or paying the costs of resupplying the services, whichever is the lesser.

WARNING: Under New Zealand law it is extremely unlikely that you will be able to sue anyone if you are injured and/or suffer disruption in your travel arrangements. Adventure South holds a current public liability insurance policy covering all tours operated by Adventure South

14] Jurisdiction

Your booking and all operations undertaken by Adventure South are governed by the laws of New Zealand.

15] Privacy

The information supplied by you on the booking form will only be used by Adventure South. However, in the unlikely event of an accident, any special medical or personal information may be supplied to medical or emergency services personnel.