

# **TERMS & CONDITIONS**

## **Confirm Your Tour**

A 10% deposit will hold your place and final confirmation will be made once your balance is received no later than 30 days prior departure (or as per date shown on your invoice). Some tours may require a larger deposit if they involve other arrangements eg. cruises - the amount will be shown on your invoice. Your deposit also acknowledges your agreement of Terms & Conditions of Roam and the partner company you are travelling with, eg. Azamara Cruises, The Safari Co. If the full tour price is not received by due date we reserve the right to cancel your tour and retain the deposit.

#### **Cancellation policy**

Cancellations must be received in writing and fees depend on when Roam Travel Adventures receives the notification of a cancellation:

Deposit is non-refundable.

Bookings cancelled between 29 days and 15 days - 50% of tour cost.

Bookings cancelled between 14 days and 7 days - 75% of tour cost.

Bookings cancelled within 6 days or less of tour departure - 100% of tour cost.

If you leave the tour of your own accord after travel has commenced, no refunds will be made. No refund shall be made for any unused portion of any itinerary. Any alteration to the tour, made by you, shall be wholly at your expense. Partner company (eg. The Safari Co) cancellation policy may differ from the above and will supersede Roam Travel Adventure's policy.

#### **Covid-19 Policy**

If a tour departure is cancelled due to Covid-19 government travel restrictions, Roam Travel Adventures provides the option to transfer your payment to a future tour date. If the tour is already underway and we have to cancel remainder of the tour, a partial refund **may** be possible depending on the country the tour is being operated in and the suppliers Roam is using. Some suppliers may have a different policy, eg. Cruiselines in which case their Terms & Conditions override Roam's conditions. Please ensure you have suitable Travel Insurance to cover you for any Covid-19 disruptions.

#### Prices

Tour prices are quoted in \$NZ (unless otherwise stated). NZ based tours also include NZ GST of 15%. All tour prices are based on schedules, fares and tariffs current at the time of quotation. Roam Travel Adventures reserves the right to vary the cost of tours if necessary, by reason of currency fluctuation, or component cost increase. There will be no tour increase once final payment is made.

#### Suitability (Health, Fitness & Behaviour)

Payment of the deposit to Roam Travel Adventures acts as a warranty that you are reasonably fit and healthy to participate in the tour and you indemnify Roam Travel Adventures from all actions, claims and demands arising out of any want of health and fitness. Roam Travel Adventures reserves the right to remove a guest from a tour if their health, fitness, or behaviour interfere with the tour or other guests tour experience. The itineraries are designed for active women with a good level of fitness.

#### **Travel Insurance**

Travel Insurance is essential for our Worldwide tours, and for overseas guests coming to join a New Zealand tour. For New Zealanders travelling within New Zealand, we highly recommend you take out domestic travel insurance at the same time as you make your booking to safeguard your tour payment in the event of you having to cancel your reservation or curtail your tour.

# **Client Liability**

The Client agrees to accept all risks, and will not hold Roam Travel Adventures, their employees or agents, responsible or make any claim against them for any direct or indirect injury or damage to the Client or their property, including claims arising from negligence. By booking on this tour, you are agreeing that Roam Travel Adventures will not be liable for any sickness, injury, damage, loss, accident, delay or irregularity which may arise, either directly or indirectly, by reason of any defect or any other cause, or through acts of default by Roam Travel Adventures. Roam Travel Adventures will not be responsible and will be excluded from liability for any loss, damage, omission or acts being negligent or otherwise, committed by Roam Travel Adventures, the operators of airlines, coach lines, cruise vessels, hotels or attractions used in connection with the tours.

#### Responsibilities

Roam Travel Adventures advises that the service it provides is for the booking and packaging of goods and services provided by other operators such as hotels, attractions, excursions and transportation companies. You are advised to familiarise yourself with the terms and conditions on which these services are supplied at the time of travel.

# **Optional Tours Not Included in Your Tour**

Roam Travel Adventures does not operate these excursions and accordingly, cannot and do not take any responsibility for any injury, action, loss or damage of any type, arising in any manner from these excursions.

# **Itinerary Amendments**

Occasionally Roam Travel Adventures may need to make a variation to the listed accommodation. This accommodation will be of the same standard or best available alternative. If an included activity is unavailable, we will provide an alternative activity of a similar standard. Roam Travel Adventures reserves the right to amend/alter an itinerary where necessary due to circumstances out of our control, eg weather, road conditions.

# Dispute

The law of this contract is the law of New Zealand.

# Force Majeure

Except where otherwise expressly stated in these booking conditions we regret that we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". In these booking conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, pandemics, fire and all similar events outside our control.