

# BOOKING CONDITIONS

## APPLICATION OF TERMS

These Terms apply to your use of the Website and to any Tour organised by Long White Tours or booking for such Tour. By signing a Booking Confirmation Form and/or by accessing and using the Website:

you agree to these Terms; and

where your access and use is on behalf of another person (e.g. a company or a person aged under 18 years), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.

If you do not agree to these Terms, you are not authorised to access and use the Website, and you must immediately stop doing so.

## CHANGES

We may change these Terms at any time by updating them on the Website. Unless stated otherwise, any change takes effect immediately. We will use our best endeavours to notify you of any changes to these Terms after you have signed a Booking Confirmation Form, however, you are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Website, you agree to be bound by the changed Terms.

We may change, suspend, discontinue, or restrict access to, the Website without notice or liability.

**These Terms were last updated on Tuesday the 6<sup>th</sup> of March 2018.**

## DEFINITIONS

In these Terms:

*Booking Confirmation Form* means the booking confirmation form for your Tour as signed by or on behalf of you

*including* and similar words do not imply any limit

*Loss* includes loss of profits, savings, revenue or data, loss of enjoyment, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis, and including any consequential loss

*"Long White Tours"* means Baima Limited (company number 5895370) trading as Long White Tours and includes its successors and permitted assigns.

*personal information* means information about an identifiable, living person

*Terms* means these terms and conditions titled *Booking Conditions*.

*Tour means a tour of New Zealand arranged by Long White Tours and as detailed in your Booking Confirmation Form*

*'We', 'us' or 'our' means Baima Limited trading as Long White Tours.*

*Website means [www.longwhitetours.com](http://www.longwhitetours.com)*

*You means you or, both you and the other person on whose behalf you are acting.*

## **BOOKING**

Each participant must submit a signed Booking Confirmation Form along with any other materials required by Long White Tours. The participant understands that all bookings are subject to Tour availability and may not be available at all times.

A booking will only be confirmed once a deposit has been received by us.

## **INSURANCE**

Long White Tours does not provide the participant with insurance of any kind. We require all participants to have comprehensive travel insurance which must be purchased and valid before the commencement of travel. This insurance must remain valid for the entirety of the trip. We may ask to see evidence of any travel insurance policies. We will not be responsible for any costs incurred by you or any member of your party before, during or after the trip.

## **PERSONAL RISKS AND EXCLUSION OF LIABILITY**

In addition to those exclusions of liability set out within the Booking Confirmation Form, which form part of these Terms, the participant acknowledges and accepts the responsibilities and risks associated with their travel to, and the activities undertaken whilst in, New Zealand as part of their Tour.

As set out and agreed by the participant in the Booking Confirmation Form, such travel and activities can often be hazardous and inherently dangerous and involve a number of risks and personal perils to the participant, both foreseen and unforeseen, all of which are fully accepted by and solely assumed by the participant. The participant acknowledges that Long White Tours does not accept responsibility and is not liable, to the maximum extent permitted by the law, for any Loss or harm the participant or associates may suffer in connection with a Tour or any activities undertaken as part of a Tour (including any activities undertaken by third party providers), including but not limited to Loss suffered directly or indirectly in connection with:

- Personal injury
- Emotional injury
- Illness or disease
- Changes or delays in travel arrangements
- Damage to, theft or loss of property

- Natural disasters
- Hostage situations
- War or terrorism
- Death

Long White Tours shall not be liable for any delays or for any failure to provide any services if such failure arises directly or indirectly from or as a consequence of any event outside the control of Long White Tours, including earthquake, fire, flood or other natural disasters, strikes, industrial action, war or terrorism. **INDEMNITY**

The participant indemnifies Long White Tours for any Loss or damage suffered by Long White Tours as a result of any claim or action arising out of or in connection with the participant's involvement in any activities during the Tour and any failure by the participant to comply with these Terms, or for any damage to the property of Long White Tours or its chosen operators, but in this case only to the extent such loss or damage is caused or contributed to by an act or omission (whether negligent or otherwise) of the participant.

## **PRIVACY POLICY**

We may collect information from you, including personal information such as your name, e-mail address, phone number as well as other information relating to your Tour.

When you provide personal information to us, we will comply with the New Zealand Privacy Act 1993.

The personal information you provide to us is collected and may be used for communicating with you, providing services to you, statistical analysis, the marketing by us of products and services to you, credit checks (if necessary), and research and development.

We may also collect technical information whenever you visit our Website. This may include information about the way users arrive at, browse through and interact with our Website. We may collect this type of technical information through the use of *cookies* and other means. *Cookies* are alphanumeric identifiers that we transfer to your computer's hard drive to enable our systems to recognise your browser. If you want to disable *cookies*, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on the Website. We use the technical information we collect to have a better understanding of the way people use our Website, to improve the way it works and to personalise it to be more relevant and useful to your particular needs. We may also use this information to assist in making any advertising we display on the Website more personalised and applicable to your interests.

Generally, we do not disclose personal information to third parties for them to use for their own purposes. However, some of the circumstances in which we may do this are:

to service providers and other persons working with us to offer our products and services to you;

in relation to the proposed purchase or acquisition of our business or assets; or

where required by applicable law or any court, or in response to a legitimate request by a law enforcement agency.

Any personal information you provide to us may be stored on the secure servers of our trusted service providers, which may be located outside New Zealand. This may involve the transfer of your personal information to countries which have less legal protection for personal information than New Zealand.

You have the right to request access to and correction of any of the personal information we hold about you. If you would like to exercise these rights, please email us at [info@longwhitetours.com](mailto:info@longwhitetours.com).

### **INTELLECTUAL PROPERTY**

The material published on this Website, including all text, designs, graphics and logos is owned or licensed by us. Use of this Website does not provide you with any proprietary right to any content and the content may not be copied, downloaded or otherwise reproduced in any way without our prior written permission.

### **CANCELLATION BY US**

We require a minimum number of participants for our Tours to be financially viable, in the event that we cannot reach these numbers we will do our best to find an alternative tour that suits your needs. If we cannot achieve this, we will refund you in full.

### **PRICES**

All advertised prices or prices quoted by our staff before booking confirmation are subject to change prior to your booking being confirmed. All prices are in the currency specified on your Booking Confirmation Form and are exclusive of GST and other taxes.

The deposit is payable upon confirmation of your booking and the balance will be due at a date specified in the Booking Confirmation Form and will always be payable before the Tour commences.

We reserve the right to increase the price of your trip after your booking has been made. Such price increases will be limited to those resulting from increases in transportation costs (fuel, plane, train), accommodation costs (hotels, motels, backpackers) or exchange rate variation. In the event that the price increases more than 10% you will have the option to cancel your trip for a full refund.

Our prices are 'all inclusive' where explicitly advertised. This means the price includes the following; flights, visas, accommodation, transport, activities and food. Additional spending money may be bought for things like; snacks, souvenirs, activities not explicitly stated and anything else not mentioned above.

In the instance that a visa isn't approved, all subsequent costs relating to the visa application will be paid by the participant. If the participant is unable to obtain a visa then he/she will not be able to participate in the Tour. Long White Tours provides no guarantees or representations that a visa will be granted.

In the instance that a flight is delayed or cancelled, we will endeavour to do our best to rectify this without additional payment needed. Where additional payment is needed, this will be paid by the participant.

## **REFUND POLICY**

Your deposit is non-refundable unless the Tour is cancelled by us or due to events caused by us.

## **PARTICIPATION**

It is assumed by us that all participants understand that there are aspects to the tours that are physically challenging. Participants should have a reasonable level of fitness to allow them to fully participate. Participants must provide a signed Medical and Consent Form and ensure that all medical information provided is correct and up-to-date.

We reserve the sole right to dismiss (at additional cost) any participant that displays bad behaviour towards anyone (including themselves) or fails to comply with these Terms or other directions in relation to activities on the Tour for the duration of the Tour.

## **THIRD PARTY PROVIDERS**

Long White Tours contracts with other independent contractors such as carriers (including airlines, rail and sea carriers), accommodation providers (including hotels and motels), and tour operators to provide the Tour. These providers may have their own terms and conditions that the participant will need to adhere to.

You agree that we are not liable for any actions or omissions of any independent contractor and we accept no responsibility for any services provided by such independent contractors.

## **MISCELLANEOUS**

If a participant is under the age of 18, his/her parent or guardian must complete and sign the Booking Confirmation Form and Medical and Consent Form and agrees to be bound by these Terms on behalf of the participant and in connection with the participant's Tour, including by ensuring that the participant is of sufficient ability to undertake the activities on the Tour.

The participant agrees to comply with the instructions and directions of Long White Tours, its employees and agents at all times.

If any provision of these Terms and Conditions is or becomes unenforceable, illegal or invalid for any reasons it shall be deemed to be severed from these Terms and Conditions and will not affect the validity or enforceability of the remaining Terms.

The participant shall not assign or transfer any booking without the prior written consent of Long White Tours.

Long White Tours reserves the right to use any images and feedback on Tours provided by participants as marketing material.

These Terms are governed by New Zealand Law and are subject to the exclusive jurisdiction of the courts of New Zealand.