

TERMS AND CONDITIONS

1. Introduction

- 1.1. The following are the General Terms and Conditions ('terms') for entering into a contract with Godwit Tours Limited, referred to as 'Godwit Tours', 'we', 'us' and 'our'.
- 1.2. By making a reservation with us, you accept these terms and agree to be bound by the same upon confirmation of your reservation. Failure to read or to notify Godwit Tours if further clarification is required shall not release a party from these terms.
- 1.3. We may vary these terms at any time without notice to you. The terms applied will be those in place at the time of your reservation, so please ensure you review our terms on each occasion before making a reservation with us.
- 1.4. If you represent an organisation or another person(s) when making a reservation, you warrant that you have the authority to bind that organisation or other person(s) and that they will be bound by these terms.

2. Pricing and Currency

- 2.1. Prices are quoted in NZD and are inclusive of GST (New Zealand Goods and Services Tax).
- 2.2. Prices quoted are subject to change according to fluctuations in currency values. We will notify you of any such changes that will be applied to your tour at the time of receiving your reservation, and up until we have received your full payment. Once payment has been made in full, we will not apply any changes to your reservation.
- 2.3. You are entitled to cancel your reservation as result of price changes that we have advised you of. Please see clause 4.3(f) below for more information.

3. Payment

- 3.1. A ten percent (10%) deposit of the total cost of your chosen tour is required in order to make a reservation with us. The balance of the tour cost will be due in full no later than 60 days before your departure date. If you wish to make a reservation within 60 days of departure the full cost of the tour must be paid immediately.

4. Cancellations

- 4.1. Please note that many of our tours offer the inclusion of international flights. Regardless of our own cancellation policies, deposits paid for international flights are 100% non-refundable.

4.2. Godwit Tours reserves the right to cancel tours. Where tours are cancelled at our sole discretion, you will receive a full refund. Where cancellation is necessitated by circumstances beyond our control (including but not limited to natural disasters, war, terrorism and epidemics) you will be entitled to compensation to the extent that our third party suppliers and / or your travel insurance permit.

4.3. Where a cancellation is made by you:

- a. If the reservation is cancelled 90 days prior to departure, then all monies paid will be fully refunded (excluding deposits on international flights);
- b. If the reservation is cancelled 90 – 61 days prior to departure, then you will be charged 10% of the tour cost;
- c. If the reservation is cancelled 60 – 46 days prior to departure, then you will be charged 25% of the tour cost;
- d. If the reservation is cancelled 45 – 21 days prior to departure, then you will be charged 50% of the tour cost;
- e. If the reservation is cancelled 20 days or less prior to departure, then you will be charged 100% of the tour cost;
- f. If you choose to leave a tour early, no refund will be given with respect to the remainder of the tour;
- g. If you wish to cancel a reservation as a result of price changes as advised by us (see clause 2.3 above) you will be eligible to receive a full refund of any monies paid to us providing that you cancel within 5 days of receiving such written notice from us.

5. Inclusions and Variations

5.1. Tours are described on our website and in the documents we send you. All inclusions are limited to those described by us.

- a. Extra expenses incurred at places of accommodation, for example use of room service or in-room minibars, are solely your responsibility. The accommodation proprietors may request credit card details at check-in for prepaid rooms as security against any extra expenses incurred.

5.2. Where we have specified an inclusion that for reasons beyond our control we are unable to provide, we will inform you as soon as possible and endeavour to find the most suitable replacement. Godwit Tours does not accept any liability for any loss, including loss of enjoyment, arising from such a situation.

- 5.3. It is possible to request variations to some of our tours. Variations made at your request will incur a fee, to be advised before such requested variation is finalised. No changes may be requested within 20 days of departure.

6. Travel Insurance

- 6.1. We do not include travel insurance in our tours, and we strongly advise purchasing travel insurance upon making a reservation with us. We can assist you in finding an appropriate insurance provider.

7. Health and Safety

- 7.1. By making a reservation with us, you warrant that you are sufficiently healthy to undertake such travel. We accept no responsibility if that is found not to be the case, and we accept no responsibility or liability for damage to your person as a result of choosing to tour with us.
- 7.2. You undertake to follow all instructions of your host and or /guide while on our tours. Should you fail to do so, we retain the right to take necessary steps including restricting your access to certain activities / areas and removing you from the tour. No refund will be available should we have to take any such steps.

8. Liability

- 8.1. Many of the services and products offered on our tours are supplied by third parties. By making a reservation with us, you give us permission to share your relevant details in order to be able to book their services on your behalf, and in doing so you agree to be bound by their terms and conditions.
- 8.2. Although we do our utmost to ensure that third party services are of high quality and to resolve any issues that may arise between you and them to your satisfaction, Godwit Tours does not accept any responsibility or liability in respect of third parties.
- 8.3. Godwit Tours accepts no responsibility or liability for any loss or damage to your person or possessions as a result of choosing to tour with us (including but not limited to loss of enjoyment in relation to variations or cancellations of your itinerary, risks previously notified either by us to you or by you to us, and failure to fulfil our obligations due to circumstances beyond our control).
- 8.4. Notwithstanding the above, should Godwit Tours be found liable in any particular, our liability is limited to the amount paid by you for your reservation.

9. Minors

- 9.1. All persons under the age of 18 must be accompanied by a parent or guardian. Godwit Tours does not accept any responsibility or liability should a person fail to disclose their age or seek to mislead us regarding the same.

10. Further terms

- 10.1. While these terms are applicable to all reservations made with us, some of our tours also include further and more specific terms and conditions ('further terms'). If your chosen tour does attract further terms, those will be provided to you upon enquiry about the tour. Further terms are in addition to these terms and are also binding upon confirmation of a reservation. Failure to read or to notify Godwit Tours if further clarification is required shall not release a party from further terms.

11. Complaints

- 11.1. We request that any complaints arising from our services are brought to our attention immediately, so that we can deal with them promptly. Any unresolved complaint not received by us in writing at contact@godwittours.com within 30 days from the final date of your tour shall have waived the right to any resulting claim.