

Travel Agent

# NZ Great Walks Booking Form 2019/2020



This booking form is subject to Booking Conditions. Please write clearly and tick appropriate boxes. All sections in yellow tint boxes must be completed. Fill in Extra Accommodation or Flights sections only if applicable.

Name of trip  Start date  /  /  No. of People  Departure date from Australia  /  /

## NAMES OF ALL TRAVELLERS \*

Title	First name	Surname	Date of Birth Day/Month/Year	Room Type: Double	Twin	Single	Cyclists advise your: Height / Inside Leg	
1.								
2.								
3.								
4.								

## EXTRA ACCOMMODATION

Complete only if requesting extra nights accommodation before or after the tour

Arrival date Day/Month/Year	Departure date Day/Month/Year	Place	Hotel Name	No. of nights

## DOCUMENTS TO BE SENT TO Home Address

Name  Mr/Mrs/Miss/Ms/Dr

Address

Post code  Tel. (day)

Tel. (eve)  Fax

E-mail

**Information & Correspondence** Send confirmation of this booking, correspondence and pre-trip information

Electronically (Email + attachments)

By Post

## PAYMENT

**Deposit**

I have Direct Deposited / I enclose a cheque, for the deposit of \$350 per person (higher deposits may be required for some tours).

or

Debit my credit card for the deposit and add the credit card fee.

**Balance**

I will send you the balance when due.

Debit my credit card for the balance when due and add the credit card fee.

Note final balance is due 14 days after booking confirmation.

Card No.

Expiry date  CVV

Name on card  Date

Signature

## FLIGHTS Complete only if requesting us to book your flights.

	Date	From (airport)	To (airport)
Outward			
Return			

## TRAVEL INSURANCE Is a mandatory requirement of this tour.

Do you wish us to forward details?  1  2  3  4

Yes, provide me with a quote

No, I have adequate insurance

## EMERGENCY CONTACT

Emergency contact whilst travelling:

Name

Telephone

Relationship

## SPECIAL REQUESTS

List any other information, dietary requirements, relevant medical conditions, or special requests.

I have read the general information. I understand and accept the Booking Conditions on behalf of all the people named on this form.

**Signature:**

Return booking form by fax, email or post to:

**Outdoor Travel Pty Ltd**  
 PO Box 286, Bright, VIC 3741  
 Telephone: 03 5750 1441 Fax: (03) 5750 1020  
 Email: info@outdoortravel.com.au

For additional passengers either photocopy this form or write their details on a piece of paper and attach it.  
 \* Should each person travelling want a separate invoice and pre-trip information a separate booking form needs to be completed.

# OUTDOOR TRAVEL Pty Ltd – GREAT WALKS BOOKING CONDITIONS 2019 - 2020

Please read this carefully. It sets out your agreement with OUTDOOR TRAVEL PTY LTD, trading as Outdoor Travel, and with their tour operators, service providers and agents. It contains important terms designed to protect your interests and by signing the booking form it binds you and all the members of your party to these conditions. Outdoor Travel, its owners, officers & employees give notice that they act only as agent for the Tour Operator or Service Provider. You should also read the Tour Operator Booking Conditions and any other travel information in the brochure, flyer, website or in any detailed itinerary or trip dossier.

**1 Outdoor Travel's Responsibilities:** OUTDOOR TRAVEL, including the owners, officers and employees give notice that they act only as agents for the operators who arrange the services. Outdoor Travel does not itself provide carriage services, accommodation, transport or tours. Outdoor Travel acts as an agent for boat hire, accommodation providers, air, coach, shipping, rail and other transport providers, tour operators and other service and product providers (referred to as "service providers or tour operators"). All products and services provided by service providers are provided on those service providers' own terms and conditions, which may include limitations and exclusions of liability.

All bookings with Outdoor Travel and all tickets, vouchers, receipts, coupons, exchange orders and other like documents issued to the client, are subject to each service providers terms and conditions governing the provision of products and services to be provided by that service provider. Outdoor Travel shall not be liable for any acts, omissions or defaults whether negligent or otherwise, of any service provider or tour operator.

Outdoor Travel shall not be liable (whether in contract, tort or otherwise) for any injury, illness, death, loss, damage, expense, delay or inconvenience resulting directly or indirectly from circumstances outside of Outdoor Travel's control, including acts of nature, war, civil disturbances, strikes, floods, acts of government or authorities, breakdowns, accidents, disease, quarantine, terrorism, medical or customs regulations, and alterations, cancellations or delays concerning itineraries, timetables or accommodation.

**2 Your responsibilities:** Active holidays can be hazardous if you behave foolishly so don't take risks. In the interests of safety, we ask you to undertake to follow the instruction or advice of the tour operator, guide or representative; comply with any local codes of conduct or laws; and act sensibly and prudently at all times.

By signing this booking form you agree to indemnify Outdoor Travel its owners, officers and employees for all losses and / or damage arising from any act or default on your part or the part of a member of your party. In participating in the activity, the customer and members of your party agrees to be bound by the following conditions:

- \* You confirm and warrant you are physically fit and suffer no medical conditions, which may affect your ability to participate in the tour activity;
- \* You consent to receive medical treatment in the case of injury, accident or illness during the tour activity and to indemnify Outdoor Travel and the Operator against any claims, costs or expenses in respect of any treatment;
- \* You agree that any film, photograph, sound, video or other recordings taken during the activity may be used at the complete discretion of Outdoor Travel or the operator without any prior approval;
- \* You agree to be responsible for ensuring that you are dressed appropriately for the activity you are to undertake;

\* You agree to listen to your driver/guide/host or responsible person, follow their instructions and make sure any children in your care do the same. If in their view, your behaviour is such that they require you to leave the trip for the safety or enjoyment of the other passengers and/or tour staff, you agree to do so immediately and there will be no refund;

\* You accept the responsibility to ensure your personal travel documents (ie full passport, visas, air tickets etc) are in order. Please check these with your travel agent or with Outdoor Travel well before departure.

**3 Health and Fitness Requirements:** Please choose a holiday within your capabilities - ask our staff if you are unsure of what is required. The fitter and better prepared you are the more enjoyable it will be. However, most of our holidays require only reasonable fitness and good health. If you are unsure about your fitness or how any pre-existing medical condition may effect an active holiday please consult your doctor before making a reservation.

**4 Assumption of Risk:** When booking this holiday you acknowledge with the completion of the booking form by yourself or your representative that the activities you propose to undertake in addition to usual and risks inherent may have potential additional hazards including physical exertion, remoteness from medical facilities, weather extremes and limited evacuation facilities. These risks may include personal injury, disease or death, delays of whatever sort including transportation, loss or damage to property, equipment failure or the activity itself.

You acknowledge that the enjoyment of these activities is derived in part from the inherent risks involved or in part from travel beyond the safety risks of life at work or at home. You acknowledge that these inherent risks are the reason for your participation and you assume all the risks associated with the activity or holiday. You acknowledge that alterations to the scheduled itinerary or activity may be made by the tour operator as necessary.

**5 Passport, Visa & Vaccinations:** It is mandatory that you familiarise yourself with any visa and health requirements that may be applicable in the countries you are visiting. You are responsible for all entry/exit health and any other documents required by laws, regulations, orders, demands or requirements of countries visited or transited. Please note that passport and visa requirements are not the responsibility of Outdoor Travel or that of your travel agent. We recommend that you be in possession of a passport valid for at least 6-months beyond your intended stay overseas.

**6 Consular Advice:** Official travel advice issued by the Australian Department of Foreign Affairs and Trade is available in Australia by calling 1300 555 135 or visiting their web site <http://www.dfat.gov.au>. We recommend that you review this information both prior to making your booking and prior to departure. Once outside Australia you should contact the Australian consular office or embassy or their representative in each country for advice or information.

**7 How To Book:** Your booking comes into effect when Outdoor Travel accept from you or your travel agent a completed, signed booking form and payment of a \$350 per person per tour non-refundable deposit **and** issue a confirmation. Some tours require a higher non-refundable deposit to be paid and this is detailed in the individual tour information and will be made clear at the time of booking.

We highly recommend you take out travel insurance **when you make a booking** (See section 10 following).

Further information in relation to your tour may be provided in the form of flyers or trip dossiers. Please contact us if you require copies of these documents or have any queries in relation to them. By submitting your booking form and paying your deposit you are deemed to have read, understood and accepted all the relevant tour information and accepted the Booking Conditions.

**8 Final Balance Payment:** Outdoor Travel's confirmation invoice shows the total holiday cost for the services to be provided and the due date for payment. The balance of the full tour price is payable 14 days after confirmation of the booking.

Payment of the balance or the full tour price may be made by cheque, cash or Direct Deposit. If payment of the balance or the full tour price is made by credit card, we will charge you the appropriate credit card fee.

If payment of the balance of the tour price is not received by Outdoor Travel by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with the Cancellation Conditions will apply.

If a booking is made within 100 days of departure, the booking is effected when we accept from you a completed booking form and payment of the full tour price.

Late bookings may involve extra costs and additional charges may be applied to defray these costs.

#### **9 Your Cancellation / Alterations:**

Should you be compelled to cancel your holiday you must notify Outdoor Travel immediately in writing. We reserve the right to claim for estimated losses on the following scale, expressed as a percentage of total holiday cost invoiced, and based on the date we receive your written cancellation:

More than 100 days before departure - deposit only  
100 - 60 days before departure - 60% of holiday cost  
59 - 30 days before departure - 80% of holiday costs  
Less than 30 days before departure - 100% of holiday costs

After a tour has started there can be no refund for the unused portion of any tour arrangement.

The date and customer name, for which the walk has been booked, once confirmed is non-transferable.

**These cancellation fees are not negotiable, therefore we strongly recommend that you purchase travel insurance.**

**10 Holiday Insurance:** It is a condition of booking that you are adequately insured - ask Outdoor Travel or your travel agent for details

#### **11 Tour Operator Alterations or Cancellation:**

Our operator(s) may be required to cancel or make material alteration to your holiday. In this unlikely event we will inform you as soon as possible and offer you the choice of an alternative available holiday (any cost difference being charged / refunded) or a full refund of all monies paid.

Conditions can from time to time prevent or interrupt the operations of the advertised programs. Any changes to the program can be made at the discretion of the local operator or tour guide, as necessitated by such things as weather, group size, track/waterway conditions, road transport, land closures or illness and are usually in the best interests or the safety of participants and passengers.

Outdoor Travel and/or our operators cannot be held responsible for these changes or any additional costs or expenses generated as a result of any changes.

**12 Force Majeure:** If war or terrorist activities, threatened or actual, civil unrest, epidemics, industrial action, threatened or actual, weather conditions, fire, flood, drought, airport regulations and closures, unforeseen alterations to public transport schedules and rescheduling of aircraft or any other event outside the control of Outdoor Travel or the tour operator either delays or extends the holiday or compels a change in the holiday arrangements, Outdoor Travel cannot accept liability for any resulting loss, damage or expense.

**13 Minimum Numbers:** Some group holidays may require a minimum number of full paying participants and in the event of such minimum numbers not being achieved prior to departure, the operator shall be entitled to cancel the holiday and/or offer an alternative holiday. If the alternative is not acceptable all monies paid by the customer shall be refunded but no compensation shall be payable.

**14 Flyer/email/website Information:** The Outdoor Travel brochure/flyer/website or promotional material contains statements representing its honest belief that the facts as shown are correct. Every reasonable effort has been made to describe fully and as honestly as possible the holidays offered and every reasonable attempt will be made to supply what has been described.

There is a general indication of the itinerary of each trip, type of accommodation used and what is included in the price.

Itineraries may have been edited to fit the page where they are described - please ask if you require a full or more detailed itinerary or any explanation as to the degree of difficulty of any tour or cruise.

**15 Prices:** Shown are in Australian dollars unless otherwise stated and are correct at the time of printing. Outdoor Travel reserves the right to increase the tour cost at any time due to factors beyond its control, such as currency exchange rates or increases by tour operators or service providers.

**16 Child Policy:** Many tours are suitable for children - ask for a child's price if not shown. Children's prices are based on sharing with at least one full paying adult. Any minimum age stipulations must be adhered to.

**17 Complaints:** If you have a complaint whilst on holiday you must report it at the time to the tour operator, guide or accommodation provider to have it put right.

If you feel it is serious, you must also notify Outdoor Travel at the time by telephone, email or fax and in writing within 14 days of your return to Australia to:

OUTDOOR TRAVEL  
PO Box 286, Bright, VIC 3741, Australia,  
by telephone: 03 5750 1441,  
by fax to 03 5750 1020  
or by email to [info@outdoortravel.com.au](mailto:info@outdoortravel.com.au)

**18 Severance of Conditions:** If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the condition however, the remainder of the conditions are not altered.

**19 Privacy Policy:** see our website link for details:  
[www.outdoortravel.com.au/content/content/content/privacy\\_policy](http://www.outdoortravel.com.au/content/content/content/privacy_policy)

**20 Jurisdiction:** This contract with Outdoor Travel Pty Ltd is governed by the law in the State of Victoria in Australia.

**21 Program Validity:** from 1<sup>st</sup> February 2019 to 30<sup>th</sup> April 2020.

## TOUR OPERATOR TERMS & CONDITIONS

Tourism Milford Ltd (trading as Ultimate Hikes) in New Zealand ('the Operator'), arrange the services described. All holidays in a brochure, flyer, on any promotional material or via the internet are sold subject to the acceptance of the following terms & conditions:

The Operator makes all arrangements for Milford Track Guided Walk, Routeburn Guided Walk and Grand Traverse Guided Walk on the condition that it shall not be liable for any sickness, injury, damage, loss, accident, delay or irregularity which may be occasioned, either directly or indirectly, by reason of any defect in any vehicle, vessel or aircraft, by weather, by any other cause, or through acts of default of a company or person engaged in conveying the passengers, or in carrying out arrangements for these activities.

### **We strongly recommend that you purchase travel insurance prior to your trip**

By participating in this activity, you are expressly assuming those risks and responsibilities and are, to the maximum extent permitted by law releasing the Operator, its officers, employees, directors, agents and any other person associated with us, from any liability, claims, loss, damages or expenses (whatsoever and irrespective of whether direct, indirect or consequential) caused by any event including but not limited to: personal injury or death; property loss or damage; acts which may be construed as negligible or accidental; any other loss, damage, suffering, emotional or nervous disorder suffered by you or any other person in relation to this activity booked on or via the website. You accept that you have been advised to obtain adequate travel insurance for all persons named on the booking.

In participating in the activity, the customer agrees to be bound by the following conditions:

- \* My successors, executors and administrators are bound by the Terms and Conditions;
- \* I agree not to commence any litigation proceedings in any country in relation to the risks and liabilities set out above and to indemnify the Operator against any claims;
- \* I confirm and warrant I am physically fit and suffer no medical conditions, which may affect my ability to participate in the activity;
- \* I consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify the Operator against any claims, costs or expenses in respect of the treatment;
- \* I agree that any film, sound, video or other recordings taken of or during the activity will not be used in any production, or advertising without prior consent of the Operator, however the Operator may use such recordings itself at its complete discretion without any prior approval; and
- \* I agree to listen to my driver/guide/host, follow their instructions and make sure any children in my care do the same.

Furthermore, the Operator will not be responsible for any personal injury and/or property damage caused by you and any costs for such injury/damage will be your responsibility. You shall indemnify the Operator in relation to such costs.

### **Cancellations and Refunds:**

Should you be compelled to cancel your holiday you must notify Outdoor Travel Pty Ltd immediately in writing. Outdoor Travel Pty Ltd / the Operator reserve the right to claim for estimated losses on a sliding scale, expressed as a percentage of the total holiday cost invoiced, and based on the date we receive your written notice of cancellation:

The date and customer name, for which the walk has been booked, once confirmed by the Operator providing the services and activities described, is non-transferable.

### **These cancellation fees are not negotiable, therefore we strongly recommend that you purchase travel insurance.**

**Operator Cancellations:** The Operator reserves the right to alter, amend or cancel any trip should weather or any other circumstance necessitate this. Once the walk has departed from Queenstown (or Te Anau), no portion of the package payment is refundable in the event of an individual or group being unable to proceed further on the track, for whatever reason.

**Package Refund Policy:** Any unused portions(s) of a package is not refundable, except in instances where a component of the package is cancelled due to weather or any other unforeseen circumstances, prior to departure by the Operator. We are able to provide excellent package rates to you by discounting some of the components within the package. Any refunds will be made on the discounted package price and not the full listed rate.

**Age:** Child prices for guided walks apply to those 10-15 years inclusive (at time of walking). We do not allow children under 10 years of age on our guided walks. If you are over 70 years, please consult your doctor to check your physical fitness, prior to making your booking.

**Helicopter Flights:** If you have registered your interest to return from your Milford Track Guided Walk via helicopter, please note that this is an indication only and that flights are weather dependent and subject to availability. There is a minimum number of four people required to fly. We will therefore be unable to confirm your flight until the morning of departure. Payment will be required by credit card or cash at Mitre Peak Lodge once your flight departure has been confirmed.

**Dietary Requirements:** Whilst the Operator tries to accommodate most notified special dietary requirements, they operate in an extremely isolated environment and this is not always possible.

**Walker Info Packs:** On completion of your booking, you will be emailed a booking confirmation which will include your Walker Info Pack. This info kit contains important details about what you can expect, what you need to bring, what is supplied and where you need to be at what time.

Please ensure that you read through this information thoroughly to ensure that you are adequately prepared for your walk. You are responsible for ensuring that you are dressed appropriately and you have appropriate footwear to undertake the walk.

**Changes to Terms and Conditions:** The Operator reserves the right to change these Terms and Conditions at any time without notifying customers. Any future bookings you may make will be made subject to the Terms and Conditions which apply at the time a booking is made and you are advised to read all the Terms and Conditions carefully on each occasion prior to making a booking.

**Governing Law:** All component parts, including these Terms and Conditions relating to the Operator are governed exclusively by the laws of New Zealand and you agree to submit to the exclusive jurisdiction of the Courts of New Zealand.