



Beyond Horizonz

Tour Operator: Terms And Conditions

One Day Tours

Updated 02.11.24

Terms and conditions of Beyond Horizonz

We are Beyond Horizonz, a company registered in New Zealand, number 9429051331030 (NZBN).

Our Website is: www.beyondhorizonz.com

These terms and conditions are your contract with us for the provision of any Holiday Services you book with us.

In this document, "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf you make a booking.

These are the agreed terms:

1. Definitions:

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| "Day Tour" | means any adventure, holiday, event, activity, or tour included in Holiday Services, constituted for a duration of one to three days. |
| "Holiday Services" | means our service in providing a Day Tour. |
| "Itinerary" | means our plan outlined on Our Website. |

2. The contract between us

- 2.1. Beyond Horizonz Holiday Services vary. Whatever service you choose, the terms of this contract will apply unless we indicate otherwise.
- 2.2. The contract between us comes into existence when we send our confirmation invoice to you. You will have undertaken to pay for your booking, and we will have undertaken to provide you with the Day Tour we describe on Our Website.
- 2.3. If we cannot accept your booking, we will return your payment to you immediately.
- 2.4. When you make a booking with us, whether or not through our Website, you have the benefit of our full compliance with the Consumer Guarantees Act 1993 and Fair Trading Act 1986.

- 2.5. For you to make a booking, we require your deposit and a completed booking form, as provided on Our Website.
- 2.6. We require a minimum notice period of three weeks is required to secure your booking. However, for peak periods (public holidays and high season), bookings may be required up to three to four months in advance.
- 2.7. Our confirmation invoice will be sent to you by post or email. We may decline your booking for any reason and do not have to give you the reason. If that happens, we will return your money to you immediately and, in any event, within 14 days.
- 2.8. We will collect information from you and may request your passports, visas, and any other necessary details to facilitate your journey. All information will be securely stored and used only in accordance with Beyond Horizonz's privacy policy, which is fully described at [\[Link\]](#).

3. Your authority to book for others

- 3.1. If you make a booking on behalf of others as well as yourself, you guarantee that you have the authority of each of those other people to enter into the contract and that you and they have agreed to be jointly and severally liable to us. You now accept personal liability for the acceptance and compliance of each of those people, with these contract terms.
- 3.2. It is your responsibility to ensure that all of the details on your travel documents are correct and notify us of any discrepancy or misunderstanding immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the personal details and other information supplied by other members of your party and for whatever liaison communication is necessary between you and each other party to keep them fully informed.
- 3.3. As lead members of your party, we will deal only with you in our correspondence.

4. What is included in the price of a Beyond Horizonz Day Tour?

Unless specified differently in the Itinerary, the following items are covered:

- 4.1. Tours include the services and items specified in the booking confirmation. Any additional items (e.g., beverages, souvenirs, and unlisted activities) will incur extra charges.
- 4.2. Please note that alcohol consumption at wineries or other licensed premises is restricted to adults aged 18 years and over. Proof of age may be required.
- 4.3. If you choose to exclude the bar tab included in some of our packages, please inform us during the booking process, and we will adjust the package accordingly.
- 4.4. You must adhere to local regulations and guidelines. For activities such as wine tastings, only individuals aged 18 years or older will be served alcohol.
- 4.5. You are responsible for ensuring you arrive at the designated meeting point on time. Delays or missed tours due to late arrival are not refundable.

5. What is NOT included?

Unless specified differently in the Itinerary, the following items are not covered:

- 5.1. If you miss your stop/times for the next destination, you may be charged extra.
- 5.2. A charge will apply if any vehicle or property is soiled. This is based on the terms and conditions of that property or vehicle and you will be liable for the charges.
- 5.3. If anyone is intoxicated (some day tours are in wineries), the driver is entitled to refuse transit, and we are not liable for this.
- 5.4. Passengers cannot vape, smoke, or drink alcohol in the vehicles or outside a designated premises. The transfer can be terminated.

- 5.5. You need to abide by the age limit regulations as per the premises, e.g. alcohol will not be served to minors.
- 5.6. You need to have your own travel insurance; we do not cover this.

6. Day Tour prices and payment

- 6.1. Full payment is required before the tour date. Any additional services requested during the Day Tour that are not included in the original package will incur extra charges.
- 6.2. All prices are listed in New Zealand Dollars (NZD) and are exclusive of GST unless stated otherwise.
- 6.3. Payment can be made via bank transfer or other approved methods as indicated at the time of booking.

7. Cancellation and refund

- 7.1. When you make your booking, we shall ask you for a deposit of 10 % of the total cost. Deposits are non-refundable, except as mentioned in this paragraph.
- 7.2. Cancellations made 15 days or more before the Day Tour date you will receive a full refund minus the non-refundable deposit.
- 7.3. Cancellations made less than 15 days prior to the Day Tour date may be subject to additional charges, as Beyond Horizonz will attempt to recover only refundable costs from third parties.
- 7.4. In the event of unforeseen circumstances such as weather, safety concerns, or operator restrictions, Beyond Horizonz reserves the right to alter or cancel tours. Where cancellations are made by us, you will receive a full refund or the option to reschedule.

8. Changing your booking

We will always do our best to help you with any change to your booking. However, we give no guarantee that we shall succeed. If you require any change, you must tell us by email or in writing. A change will be subject to an administration charge of \$70 plus any costs we incur in making the change for you. Please note that costs are likely to be higher the closer you are to the

departure date. Most travel arrangements cannot be changed once a reservation has been made.

9. If we cancel your Day Tour or make changes

Because we make travel arrangements far in advance, we sometimes have to change an arrangement and occasionally even cancel a Day Tour. It may be but is not inclusive to internal, external, travel policies or unforeseen circumstances, travel policies, COVID. If that happens the following terms apply:

- 9.1. We will always inform you as soon as possible about any change. If that happens, you may:
 - 9.1.1 accept the change; or
 - 9.1.2 accept our offer of alternative travel arrangements of a comparable standard;
- 9.2. We will not compensate you for minor changes outside our control.
- 9.3. Provided your final payment has been made we will cancel your travel arrangement only in circumstances where we have no choice but to do so.

10. If you have a complaint

Your point of contact during the Day Tour will be:

Beyond Horizonz team or your Travel Director

contact@beyondhorizonz.com

+64 21 872 120

If you have a problem during your Day Tour, it is most important that you immediately inform your Travel Director or the relevant representative. If you complain only after you have returned home, we shall not be able to investigate the problem - for your benefit and ours. If that happens, you may lose your right to compensation.

If you feel our representative has not resolved to your problem, please write to us within 14 days of your return giving us full details of your Day Tour and concise details of the complaint and any subsequent history.

11. Limitations on our liability

- 11.1. We want you to enjoy a perfect holiday with Beyond Horizonz. We shall do our best to make this experience special for you. Nonetheless, we must make clear the limitations in law.
- 11.2. If we fail to provide the Day Tour set out on Our Website or in our brochure and to which these terms apply, we will pay you appropriate compensation. We are not liable if any failure is due to:
 - 11.2.1 your own carelessness or negligence in any aspect of your behaviour whilst on Day Tour;
 - 11.2.2 medical emergencies;
 - 11.2.3 laws, culture and standards of service and behaviour in any country we may visit;
 - 11.2.4 changes we reasonably make to an Itinerary or to accommodation or any other aspect of the management of your booking;
 - 11.2.5 some third party unconnected with the provision of travel arrangements where we could not reasonably have foreseen or avoided those circumstances;
 - 11.2.6 any other unusual and unforeseeable circumstances beyond our control;
 - 11.2.7 a specific event or series of events which we or our contractors or providers could not reasonably have foreseen or prevented;
- 11.3. You acknowledge and undertake that you participate in activities at your own risk and may be required to sign a waiver before engaging in certain activities.
- 11.4. The services and features included in your booking are those specified on our Website. If you choose to buy other goods or services during your Day Tour, those are not part of our service, even if our representative helps you to buy or arrange them. Accordingly we are not liable to you for any happening in connection with that service or goods.
- 11.5. It is a condition of this contract that you take out a policy of travel insurance for every trip outside New Zealand. You alone are wholly responsible for arranging your insurance. We highly recommend that all guests obtain suitable travel insurance to cover any unforeseen

circumstances, including but not limited to cancellations, delays, medical emergencies, and personal belongings.

12. Terms and conditions of third party providers

Many of the services we provide, including options which may occur from time to time during your Day Tour, are provided by third parties and not directly by us. Each has their own terms and conditions. Whilst the law provides that we are liable to you in the round, for any failure connected with such a provider, our obligations do not cover every contractual term.

Accordingly, instances may arise where you have no recourse, for example, in the purchase of locally produced goods. If our representative warns you of a possible problem, for example, related to food, and you choose not to take that advice, then we are not liable for any problem that may arise.

13. Miscellaneous matters

- 13.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 13.2. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 13.3. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver nor indicate any intention to reduce that or any other right in the future.
- 13.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 13.5. We may take photographs or videos during the Day Tour for marketing purposes. By participating in the Day Tour, you consent to our use of your image in promotional materials, unless you specify otherwise in writing.

- 13.6. For the purposes of the Privacy Act 2020 each party consents to the processing of his personal information (in manual, electronic or any other form) relevant to this agreement by the other.
- 13.7. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 13.8. This agreement does not give any right to any third party under the Contract and Commercial Law Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of the directors, officers, employees, subcontractors, agents and affiliated companies of a party, may be enforced under that Act.
- 13.9. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: a response from the receiving party is required.

All of the above requires your Travel Director to connect with you to ensure the accuracy and comprehension of all communication has been effectively relayed.

- 13.10. The validity, construction and performance of this agreement shall be governed by the laws of New Zealand and the parties agree that any dispute arising from it shall be litigated only in that country.