



## **Beyond Horizonz**

### **Tour Operator: Terms And Conditions**

Tours for 3 days or more

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](http://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:

"Holiday"	means any adventure/holiday/event/activity/tour constituted in our services.
"Holiday Services"	means our service in providing a Holiday.
"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 Holiday 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. 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.
- 2.6. 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 Holiday?**

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

- 4.1. Travel from the meeting point to your return to the departure point.
- 4.2. **Meals:** Our travel packages may include meals, typically encompassing main meals like breakfast, lunch, and dinner, with the

inclusion of high-tea, which is considered a meal equivalent to lunch. However, it's essential to note that the availability and composition of meals may vary based on pre-selected options and the specific details of the travel package. While we make every effort to provide meals during flights, it is important to understand that circumstances beyond our control, such as flight duration and airline policies, may impact the inclusion of meals in certain situations. We aim to accommodate dietary preferences and restrictions to the best of our ability, but specific requests cannot be guaranteed. Additionally, although we strive to offer beverages during travel, we cannot assure their availability in all instances. Passengers are encouraged to review the details of their chosen travel package to understand the specific meal provisions and to contact us in advance for any dietary concerns or special requests.

- 4.3. **Drinking Water:** We provide bottled/distilled drinking water for the convenience and hydration of our passengers throughout the duration of travel.
- 4.4. **Car transport services:** entail the provision of air-conditioned vehicles for various purposes, including airport transfers to and from designated meeting points and inter-city and outer-city transfers as outlined in the Itinerary. We strive to secure the best transport facilities to fulfil our commitments to you. However, in unforeseen circumstances such as inclement weather, traffic conditions, or other unexpected events, it may be challenging to guarantee the optimal transport experience at all times. While we diligently adhere to the proposed Itinerary and provide reliable and comfortable transportation, there may be instances beyond our control where adjustments are necessary. We appreciate your understanding in such cases and assure you that we will make every reasonable effort to minimise any inconvenience caused by unforeseen circumstances. Passengers are encouraged to refer to the provided itinerary for specific details regarding car transport services and contact us with any clarifications or concerns.
- 4.5. **Sightseeing:** Our travel packages encompass a comprehensive sightseeing experience, including all associated activities and entrance fees. This ensures that you can fully immerse yourself in the destination's attractions without the concern of additional costs. Whether it be cultural excursions, historical landmarks, or other points of interest, our packages aim to provide a seamless and enriching sightseeing adventure. Please refer to the detailed Itinerary for a comprehensive list of included activities and attractions. We take pride in curating diverse experiences for our travellers, offering a hassle-free

and enjoyable exploration of the destination. Should you have any specific questions or require further information about the sightseeing components of your travel package, our team is readily available to assist you.

- 4.6. **Luggage:** For your convenience, our standard luggage allowance includes one checked bag per person, not exceeding 79cm in height and with a weight limit of 23kg. Additionally, each passenger is entitled to one carry-on bag, which should not exceed 50cm in height or 7kg in weight. It is essential to adhere to these specifications to comply with airline regulations and ensure a smooth travel experience. Please be aware that extra baggage charges may apply for any luggage exceeding the specified limits, and you will be held liable for any associated costs. We recommend referring to the flight guidelines provided by the airline for detailed information on baggage policies and charges.
- 4.7. **Guided holiday:** guided attractions and sightseeing tours may be subject to availability and scheduling constraints. While we strive to provide comprehensive and engaging guided tours, certain factors such as weather conditions, maintenance schedules, or unforeseen circumstances beyond our control may affect the availability or timing of these activities. We endeavour to ensure that all guided attractions and sightseeing experiences are conducted with the highest standards of professionalism and expertise. However, specific tour itineraries, durations, or inclusions may be adjusted based on operational considerations or the discretion of our tour guides.
- 4.8. **Accommodation:** the prices per person for accommodations are based on double occupancy and include a room with a private bath or shower. We strive to secure accommodations at 4-star or above establishments, and every effort is made to reserve a two-bed or twin-bed room. However, special room requests are not guaranteed. It is important to note that hotel room sizes, facilities, and services may vary from country to country. Additionally, amenities such as pools and gyms are subject to variation based on the individual hotel's offerings. While we make diligent efforts to fulfil accommodation preferences, we cannot guarantee specific room arrangements or amenities. By engaging in our services, clients acknowledge and accept these potential variations and understand that the availability of certain features is at the discretion of the respective hotels.

4.9. **Luggage:** Beyond Horizonz will handle booking your domestic flights. Every effort will be made to seat passengers together or pair them whenever possible. Please note the following regarding flights:

4.9.1 Seat selection options may be limited or unavailable, and seat assignments are subject to availability at the discretion of the airline.

4.9.2 Luggage allowances are determined by the airline, and passengers are required to adhere to the specified limits. Any excess baggage beyond the allocated allowance may incur additional charges.

4.10. **Porterage:** services may be included in your travel package, with one piece allowed per person. Porterage involves the handling and transportation of one piece of luggage by porters. While we aim to provide porterage services at various locations to enhance your travel experience, it's important to note that this service may not be available at every destination.

4.11. **Wellness session:** As part of your travel experience, wellness sessions are thoughtfully included, offering a selection of activities such as yoga, meditation, massage, spa treatments, and more. We strive to provide you with diverse options to cater to various preferences. While we make efforts to offer individualised sessions, it's important to note that some wellness activities may be organised as group sessions, and a set plan may be in place. We believe in the rejuvenating and holistic benefits of wellness practices, and our goal is to create a balanced and enriching experience for all travellers. We encourage you to explore the options and participate in the wellness sessions that align with your preferences. Please refer to the Itinerary for specific details on the wellness activities included, and feel free to reach out to your Beyond Horizonz representative if you have any questions or require further information about the wellness program during your journey.

## 5. What is NOT included?

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

5.1. flights to and from the Holiday destinations;

5.2. all other costs incurred before you board transport at the meeting point and after you return to the departure point;

- 5.3. leaving the trip early;
- 5.4. travel insurance or any other insurance personal to you;
- 5.5. passport, visa costs or documents required for your travel;
- 5.6. vaccinations and medication, before, during and after the Holiday;
- 5.7. food and drink over and above what we include in the Holiday;
- 5.8. laundry services;
- 5.9. gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

## 6. Holiday prices

- 6.1. 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 below, but in some cases may be transferable to another Beyond Horizonz Holiday. The balance of the price must be paid as per the table below:

If the balance is not paid on time, we shall cancel your travel arrangements and retain your deposit.

<b>Tour/Holidays</b>	<b>Payment towards tour</b>	<b>Refundable if cancelled</b>
more than 150 days before departure:	10% of booking cost	90% of booking cost
between 149 and 120 days before departure:	50% of booking cost	50% of booking cost
between 119 and 91 days before departure:	70% of booking cost	30% of booking cost
90 days or fewer before departure:	100% of booking cost	Non-Refundable if cancelled

- 6.2. Weekly payment can be set up based on a preferred weekly split as long as it meets the above deposit booking days.
- 6.3. Any booking made less than 90 days prior to the departure date must be accompanied by full payment at the time of making the booking.

## **7. Flight Arrangements**

- 7.1. International Flights: Unless explicitly stated otherwise, international flights are not included in the package. We handle travel arrangements between destinations but do not cover flights to and from your initial and final destinations.
- 7.2. Seating and Meals: While we strive to accommodate seating preferences, options may be limited and subject to availability. Additionally, some flights may not offer onboard meals. If available, meals will be based on preselected options provided by the airline.
- 7.3. Schedule Changes: Flight schedules are subject to change by the airline. We will promptly notify you of any adjustments to your itinerary.
- 7.4. Please be advised that while we make every effort to provide accurate and up-to-date information, we are not liable for any changes made to flight schedules, seating arrangements, or meal options by the airline.

## **8. Special requests**

Any special requests relating to your travel arrangements must be sent to us at the time of booking in writing. While we try to meet your reasonable requests, we do not guarantee that they will be fulfilled. If we are able to confirm a special request, we will do so by confirmation in writing to you at least 6 weeks before your departure date. Please note that additional costs may apply for certain special requests.

## **9. Minimum travellers required for the Holiday**

- 9.1. As stated on Our Website, a minimum number of travellers are required in order for the Holiday to go ahead. Therefore we have a right to cancel any Holiday for which there are insufficient reservations.
- 9.2. In the event of any such cancellation, all deposits or other payments made specifically to Beyond Horizonz will be refunded in full.
- 9.3. We reserve the right to cancel any Holiday, for which there are not enough bookings, not less than 60 days prior to the departure date. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full or, if you prefer, transferred to an alternative Beyond Horizonz Holiday.

9.4. You agree that all these provisions are reasonable.

## **10. 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.

## **11. Transferring your booking**

If you would like to transfer your booking from one person to another, the following terms apply:

- 11.1. The transferee must satisfy any special conditions or qualifications applicable to the Holiday.
- 11.2. You must inform us about your intention to transfer your booking to the transferee at least 90 days before the departure date in writing or through email.
- 11.3. You and the transferee will accept that you and he/she will be jointly and severally liable for full payment of any outstanding sums due in respect of the booking as well as fees, charges or other costs arising from the transfer.
- 11.4. Our administration charge for a transfer made more than 90 days before departure is \$ 150. For transfers made within 90 days before departure, the administration charge is \$ 300.
- 11.5. Please note that some airlines may treat your transfer as a cancellation and re-booking, effectively making your requirement impossible. If this happens, we will try to find an alternative flight, but this may cost more than the original flight.
- 11.6. We will not refund or compensate you if changes made to your booking, or re-booking, leave you paying for parts of the Holiday Service which you do not use.

## 12. Cancellation by you

12.1. If you or a member of your party needs to cancel your booking, you must tell us by email or in writing. We will not accept a cancellation by telephone alone. Cancellation incurs costs for us. Costs vary considerably and are not always precisely identifiable. We therefore charge a rounded cancellation fee as follows unless otherwise stated/agreed via email. Please note, this is based on the deposits made, if any.

<b>Tour/Holidays</b>	<b>Payment towards tour</b>	<b>Refundable if cancelled</b>
more than 150 days before departure:	10% of booking cost	90% of booking cost
between 149 and 120 days before departure:	50% of booking cost	50% of booking cost
between 119 and 91 days before departure:	70% of booking cost	30% of booking cost
90 days or fewer before departure:	100% of booking cost	Non-Refundable if cancelled

12.2. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Beyond Horizonz Holiday you choose. But whether we do so is in our discretion, for which we do not have to give a reason.

12.3. In any of the above circumstances, we will return any money due to you within 30 days.

## 13. If we cancel your Holiday or make changes

Because we make travel arrangements far in advance, we sometimes have to change an arrangement and occasionally even cancel a Holiday. 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:

13.1. We will always inform you as soon as possible about any change. If that happens, you may:

- 13.1.1 accept the change; or
- 13.1.2 accept our offer of alternative travel arrangements of a comparable standard;
- 13.2. We will not compensate you for minor changes outside our control. Examples are changes to flight times, aircraft type or different carriers.
- 13.3. 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.

## **14. If you have a complaint**

Your point of contact during the Holiday will be:

Beyond Horizonz team or your Travel Director

[contact@beyondhorizonz.com](mailto:contact@beyondhorizonz.com)

+64 21 872 120

If you have a problem during your Holiday, 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 Holiday and concise details of the complaint and any subsequent history.

## **15. Limitations on our liability**

- 15.1. 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.
- 15.2. Our selection of 4-star and 5-star hotels is based on website reviews from before the Tour was planned. By agreeing to these terms, you acknowledge and comprehend that our choice of 4-star and 5-star hotels relies on website reviews predating the Tour's planning. Any

alterations in the quality of these hotels will not render us liable nor we take any responsibility of that.

- 15.3. If we fail to provide the Holiday 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:
- 15.3.1 your own carelessness or negligence in any aspect of your behaviour whilst on Holiday;
  - 15.3.2 medical emergencies;
  - 15.3.3 laws, culture and standards of service and behaviour in any country we may visit;
  - 15.3.4 changes we reasonably make to an Itinerary or to accommodation or any other aspect of the management of your booking;
  - 15.3.5 some third party unconnected with the provision of travel arrangements where we could not reasonably have foreseen or avoided those circumstances;
  - 15.3.6 any other unusual and unforeseeable circumstances beyond our control;
  - 15.3.7 a specific event or series of events which we or our contractors or providers could not reasonably have foreseen or prevented;
- 15.4. Please be aware that if you are asked to leave by your Travel Director due to misbehaviour or actions making others uncomfortable, or if you engage in any inappropriate behaviour, we reserve the right to take appropriate action, including termination of your holiday. In such cases, we are not liable for any resulting expenses or losses.
- 15.5. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may make, against us or anyone else.
- 15.6. 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 Holiday, 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.

- 15.7. 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. The period of cover should start no later than the date you make your booking with us.
- 15.8. In the instance that travel insurance is included in your booking, Beyond Horizonz will insure up to the specified value as outlined in the respective tour codes. For the 14 Day NIRS tour, the coverage limit is \$300 NZD, for the 8 Day GTE tour, it is \$200 NZD, and for the 7 Day PTP tour, it is also \$200 NZD.

While we aim to include a \$0 excess in our insurance offerings, it is essential to acknowledge that, in certain circumstances, coverage may exceed this limit. In such instances, you may be required to pay the difference between the incurred expenses and the specified coverage amount. Additionally, an excess fee may apply, and you shall be responsible for covering this amount.

It is imperative to note that all claims, if any, must be initiated by you. Beyond Horizonz will work diligently to facilitate a seamless claims process, but the responsibility for reporting and managing claims lies with the traveller.

In any event, if the insurance or any of the Bookings fail to occur, we shall not be held responsible.

## **16. Passport, visa and immigration requirements**

It is extremely important that you obtain and carefully check the travel and immigration documents required for each country you visit. You alone are responsible for obtaining the required travel documents for your party. We do not cover the costs associated with passports, visas, or any immigration requirements. We do not accept responsibility for any delay or problem which may occur in this connection. If we have local representation at the time of any such problem, we will assist you as far as reasonably possible to resolve it. However, for the benefit of other people on that Holiday, it will not be possible to delay or change travel arrangements or events which will affect others in the tour group.

## **17. Help we need from you.**

Your information pack will provide details about your chosen Holiday, but the following are contractual matters:

- 17.1. Most Beyond Horizonz Holidays require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of kilometres a day, sometimes on uneven or slippery surfaces.
- 17.2. To satisfy the majority of our clients, we apply "no smoking" rules in the same way that they are applied by law in New Zealand. Please note, however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 17.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer), and you now agree to repay us that cost on your return from the Holiday.
- 17.4. If you have travel insurance coverage, you are responsible for making claims. Beyond Horizonz will not cover any medical expenses.
- 17.5. If at any time, it is our opinion (given by any of our staff or representative) that you are acting in a way which may cause an accident, injury, discomfort or extreme displeasure to any other member, we may exclude you from the programme for the remainder of the Holiday. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other travellers.

## **18. Terms and conditions of third party providers**

Many of the services we provide, including options which may occur from time to time during your Holiday, 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.

## 19. Miscellaneous matters

- 19.1. 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.
- 19.2. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 19.3. 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.
- 19.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 19.5. 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.
- 19.6. 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.
- 19.7. 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.
- 19.8. 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:

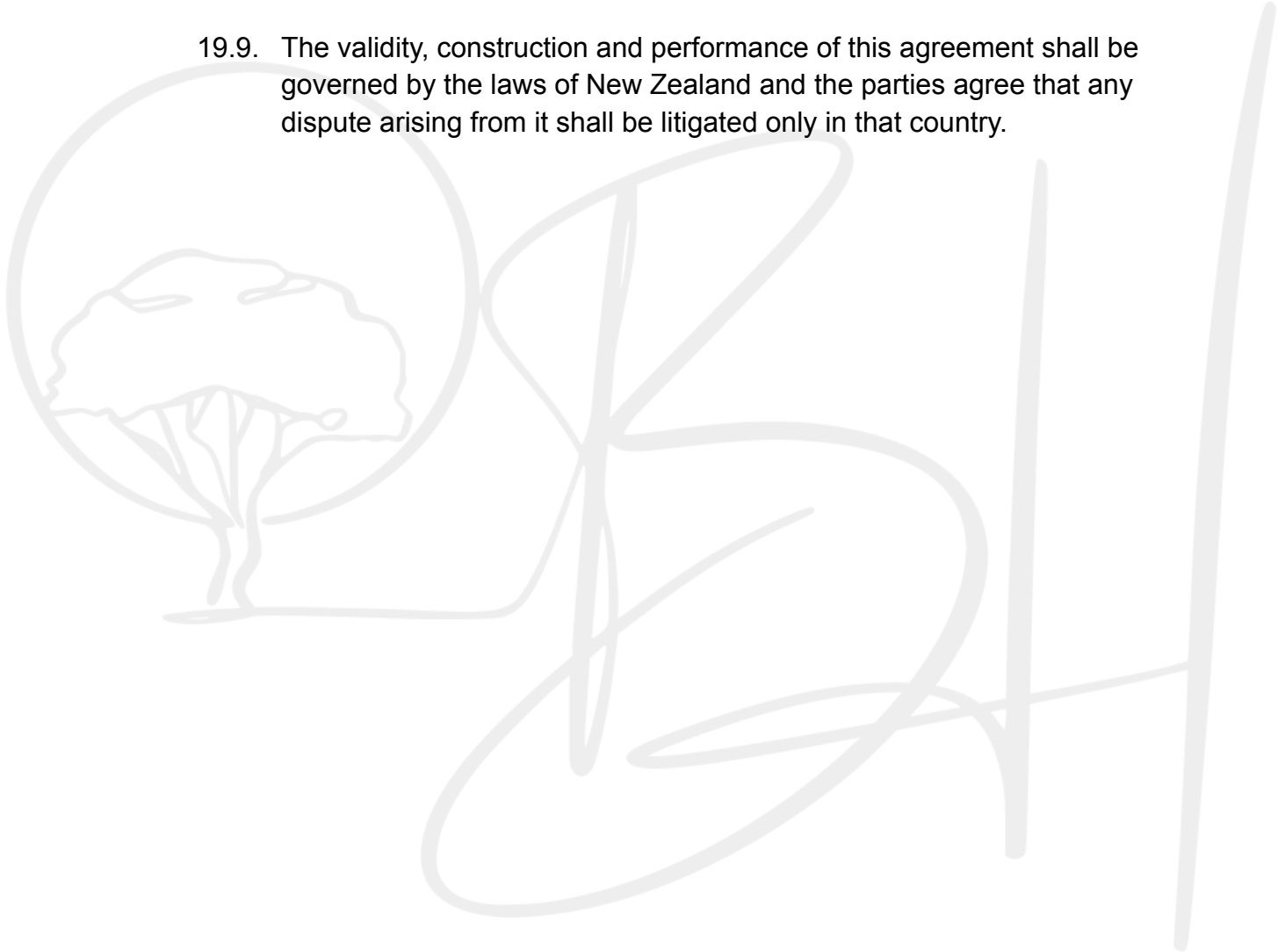
if delivered by hand: on the day of delivery;

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.

19.9. 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.



BEYOND HORIZONS  
EXPERIENCE THE EXTRAORDINARY