



Terms and Conditions – Cruising Milford Sound Limited.

1. RESERVATIONS All prices stated are in New Zealand Dollars and include Goods and Services Tax. Prices are subject to change without notice. Your travel agent acts on your behalf and monies paid to your agent do not constitute a contract by description between you and Cruising Milford Sound Ltd. Your travel agent and Cruising Milford Sound Ltd. are independent of each other. Receipt of monies by your agent must be forwarded to Cruising Milford Sound Ltd. otherwise bookings will not be honoured. You should get verification from your travel agent that monies have been forwarded.

- to confirm your booking, full payment is preferred at the time of booking.
- passengers between the ages of 5 to 15 inclusive are eligible for a child rate. Passengers ages of 4 and under are considered infants and travel free of charge.
- to guarantee your coach seat you must reserve at least 24 hours in advance by informing your Agent or by calling the JUCY Cruize office on 0800 500 121.
- if you fail to reserve your seat within 24 hours and the coach is full you agree to travel on an alternative day.

2. CANCELLATION AND AMENDMENTS Cruising Milford Sound Ltd. at its discretion may allow cancellation of bookings on the following conditions:

- within 24 hours or non-notification of the event of departure at a penalty of 100% of the tour cost.
- unused vouchers are not transferrable or refundable.
- for packages that include flights, bookings cancelled more than 48 hours prior to the departure time, there will be no charge. For flights cancelled between 24 hours and 48 hours prior to departure time we reserve the right to charge a 10% booking fee. For
- flights cancelled within 24 hours prior to departure time, or in the case of a 'no show', you will be charged the full cost of the flight.
- persons committing an illegal act or contravening New Zealand Health and Safety legislation (being a health danger to themselves or others) will be removed from the tour and no refund will be due.

3. ITINERARY AND INCLUSIONS The itinerary is correct at the time of publication and will be adhered to within reason, but may be changed due to weather or safety conditions or at the discretion of Cruising Milford Sound Ltd. In order to meet servicing requirements a glass roof coach may not always be available. Where food is included in the price of your package, Cruising Milford Sound Ltd. will endeavour to meet dietary requests but this may not always be possible. Changes to itinerary, inclusions, pick-up times or the use of third party operators shall not give the traveller a right of cancellation or refund. Cruising Milford Sound Ltd. and its Agents, are not responsible for any loss or damage resulting from any changes.

4. LUGGAGE AND POSSESSIONS Cruising Milford Sound Ltd. does not accept liability for loss of luggage or other possessions. Luggage and possessions are subject to the conditions of the Carriage of Goods Act 1979. It is recommended that all passengers have their own travel insurance.

5. CONNECTIONS AND THIRD PARTY OPERATORS Cruising Milford Sound Ltd. does not accept liability for delays in transit or failure to connect with travellers' expectations for further connections to any third party operator.

6. IF YOU HAVE FEEDBACK If a problem occurs during your tour then, in your own best interests, you should contact Cruising Milford Sound Ltd. immediately so that steps can be taken to resolve the matter on the spot.

7. PROMOTIONAL PURPOSES Photographs of passengers may be used by Cruising Milford Sound Ltd. for promotional purposes.

LIABILITY OF CRUISING MILFORD SOUND LIMITED

Cruising Milford Sound Ltd. and any third party operator connecting to or providing travel agency services are independent of each other. Cruising Milford Sound Ltd. as a New Zealand tour operator will only accept bookings from the agent of the traveller on behalf of the traveller on the conditions that Cruising Milford Sound Ltd. will not accept liability for the operations of any agent or third party including personal injury or illness to the traveller, loss of property, loss from delay or inconvenience to the traveller or any person caused by the actions of any third party or agent of the traveller. The warranty to the traveller shall only be the warranty of Cruising Milford Sound Ltd. to provide travel services under these conditions of carriage. Where Cruising Milford Sound Ltd. accepts liability for not providing the services contracted under its warranty and elects to replace travel services it shall replace the services but where this cannot be done will refund the purchase price in full to the travel agent of the traveller.

Cruising Milford Sound Ltd. shall not be liable for any breach or failure to perform any of its obligations under these terms of carriage where such breach or failure is caused by war, civil commotion, hostilities, strike or lockout, act of God, fire, governmental regulations or directions, mechanical breakdowns or any other cause force majeure beyond the reasonable control of Cruising Milford Sound Ltd. The occurrence of such an event shall not give the traveller a right of cancellation of the contract.

These terms are subject to rights and remedies you have under the Consumer Guarantees Act 2003.