



Hawkes Bay
Scenic Tours

www.hbscenictours.co.nz

great_tours@hbscenictours.co.nz

Hawkes Bay Scenic Tours Ltd

2 Neeve Place

Napier. 4112

New Zealand

Phone: +64 6 8445693

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General information & Terms and conditions

The following are the guide lines and the legal information around tours and refund policies.

- **Pricing:** All pricing on this website is in NZ dollars.

Current tour prices are listed against each tour but are subject to change due to the fluctuation of supplier increases, fuel and other surcharges and other reasons beyond our control. All quoted prices including the cost of tour operator planning and operation at the time of the booking will be firm and remain as at the time of the booking. Each tour lists the items that are included in that specific tour. Please refer to the tour itinerary you are joining for pricing and inclusions. **Generally all tastings, entrance fees, taxes, local pickups and drops offs etc are all included.** Generally meals are excluded unless indicated within the tour itinerary. If in doubt, please do ask. Pickups from outside the Napier area may incur a small cost.

..... **Costs not Included in Tour:**

The items not listed in the itinerary may, including but not limited to the following: personal purchases, meals and other than those included in itinerary.

- **Tour commentary:** All tour commentary is in English unless otherwise stated or a private tour with other language guide is specifically booked. Other language required ? – please enquire
- **Child Rates:** Our child rate is 0-11 years of age. 12 years and over are classified as adult.
- **Alcohol consumption:** The legal minimum age to consume alcohol in NZ is 18 Years

Where companies other than Hawkes Bay Scenic Tours Ltd operate portions (or all) of the tour the Terms and Conditions of those companies will also apply.

- **Cancellation policy:** Cancellations made more than 28 days in advance of your tour date, no fee applies. Cancellations between 28 and 11 days will incur a 50% fee. Cancellations 10 days and less, will incur a 100% fee. This also applies to “no shows” on the day. While we understand that cancellations may at times be unavoidable, **we highly recommend you purchase adequate travel insurance.** (Cruise Ship clients see below).

No refunds within 10 days of the booked tour date. Otherwise, refunds are granted solely at the discretion of the Agent according to the original Booking Agent cancellation policy. Refunds may only be obtained from the original Booking Agent.

We are a small business and cancellations do have an effect on us

- **Cruise Ship visitors:** If your ship fails to arrive, there will be no (zero) charges. If your ship reschedules the visit to another date, (on the same cruise) your booking is automatically rescheduled accordingly. Start time and procedure remains unchanged.

Web sites: www.hbscenictours.co.nz or www.napiertours.co.nz or www.napiertours.kiwi

Email: great_tours@hbscenictours.co.nz or great_tours@napiertours.co.nz



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- **Cruise clients - Our meeting and starting instructions are -** Be the first to depart the ship, board the first shuttle and depart that shuttle at the second stop. The tour will commence as soon as our clients have arrived to us. The max wait time will be 30 minutes after the first shuttle. If you are held up, contact us by phone. If, for any reason at all, the ship decides they will only allow one stop on the day, we will have been advised in advance and be at the revised stop accordingly to meet you.

- **Terms & Conditions:** Both the Operator and any Agent (including their respective employees, agents, officers and directors) exclude, to the fullest extent possible under law, all and any liability for any loss, damage or injury (whether direct or indirect or consequential, however arising) suffered by the client or any person associated with the client in relation to the booked activity. All activities have elements of risk and all clients undertaking any Activity do so voluntarily and at their own risk. To the extent permitted by applicable laws, all warranties, representations and implied terms are also excluded. Hawkes Bay Scenic Tours reserves all rights to cancel any activity at its discretion for (but not limited to) any of the following reasons: a) road or weather conditions; b) lack of numbers participating in the Activity; c) unsuitability of client(s) due to reasons such as age, ill health, poor fitness, intoxication or any other reasons rendering a client unsuitable or unfit to participate in the Activity; d) any other circumstances which are beyond the reasonable control of the Operator. All clients agree to adhere to any instructions in relation to the Activity from the Operator at all times.

Hawkes Bay Scenic Tours Ltd does not accept responsibility for loss or damage to luggage unless it established that it is caused by the negligence of Hawkes Bay Scenic Tours Ltd. This includes parking where even though the vehicle and luggage holds are locked and secured, Hawkes Bay Scenic Tours Ltd cannot be held responsible for any luggage left in the vehicle. Should loss or damage occur, you may be able to claim through travel insurance.

- **New Zealand Accident Compensation Scheme (ACC).**

You acknowledge that New Zealand has a no fault law and claims are handled by the Accident Compensation Commission ("ACC") pursuant to governing legislation, including the Accident Compensation Act 2001. Because of the wide range of help available from ACC after an injury, you can't sue for personal injury in New Zealand, except for exemplary damages.

Should you require additional cover outside that provided by ACC, then you should organise your own cover direct. Hawkes Bay Scenic Tours Ltd is not obliged to take out any such additional cover on your behalf. Again, we highly recommend you purchase adequate travel insurance.

- **Smoking**

Smoking is not permitted on coaches, aircraft, in any restaurants, bars or cafes in New Zealand or in any other place notified by Hawkes Bay Scenic Tours Ltd from time to time.

- **Travel Insurance**

Hawkes Bay Scenic Tours Ltd highly recommends that comprehensive travel insurance is purchased at the time of booking. Cancellation fees charged by Hawkes Bay Scenic Tours Ltd will not be waived under any circumstances where travel insurance may have covered you.



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➤ **Liability**

Responsibility: You acknowledge and agree that Hawkes Bay Scenic Tours Ltd accepts no responsibility and will not be liable to you or any third party for any loss, cost or damage (including loss of enjoyment) suffered directly or indirectly in connection with:

- (a) Any risks or other aspects of any tour or other travel arrangement notified to you by or on behalf of Hawkes Bay Scenic Tours Ltd (in these Terms and Conditions or otherwise)
- (b) Any change to your itinerary or delays in departure or arrival times of aircraft or otherwise during the conduct of any tour or other travel arrangement;
- (c) Any loss or damage to your baggage;
- (d) Any personal injury or death resulting from the acts or omissions or negligence of any third parties providing goods or services to you during your tour or other travel arrangements including, without limitation, air carriers, hotels, restaurateurs, transportation providers and/or medical personnel; or
- (e) Any loss of enjoyment by you due to circumstances outlined in these Terms or otherwise beyond Hawkes Bay Scenic Tours Ltd control.

- **Total liability:** Notwithstanding any other provision of these Terms, and to the maximum extent permitted by law, Hawkes Bay Scenic Tours Ltd's maximum liability to you or any third party (including any claims of negligence on the part of Hawkes Bay Scenic Tours Ltd) is limited to the amounts actually paid by you with respect to your booking (excluding insurance premiums, Variation Fees and Additional fees (as applicable)).

- **Consequential Loss:** Hawkes Bay Scenic Tours Ltd will not be liable for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses even if Hawkes Bay Scenic Tours Ltd has been advised of their possible existence and even if such loss, damage or expense is caused by Hawkes Bay Scenic Tours Ltd negligence.

- **Indemnity:** You agree to indemnify Hawkes Bay Scenic Tours Ltd for any loss or damage suffered by Hawkes Bay Scenic Tours Ltd as a result of, or in connection with, any breach of these Terms or any negligence or wilful default, by you (or any other person covered by your booking).

- **Force Majeure:** Hawkes Bay Scenic Tours Ltd shall not be liable for any delay or for any failure to fulfil its obligations under these Terms (or any service obligations to you) if the failure or delay arises directly or indirectly from or as a consequence of any Force Majeure Event.

➤ **Complaints Policy:**

Any problems that occur whilst on a tour or other travel arrangement must be submitted in writing to "The Manager" at Hawkes Bay Scenic Tours Ltd at the earliest opportunity, and in no event later than 30 days after returning from such tour or other travel arrangement. Failure to comply with this complaints procedure shall result in forfeiture by you of any potential claim against Hawkes Bay Scenic Tours Ltd with respect to such complaint.

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

While we understand that cancellations may at times be unavoidable, we highly recommend you purchase adequate travel insurance.

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