



# Booking Conditions

## THE CONTRACT

The person who signs the booking form does so on behalf of all the individuals included on it, such that all are bound by the booking conditions. They accept these conditions on behalf of himself or herself and all other named persons on the Booking Form and represents that he or she is authorised to accept these conditions on behalf of such others. All persons named on the Booking Form, or if only one person is named, are hereafter referred to as "you".

All tours and activities described in our marketing materials and tour itineraries will hereafter be referred to as "tours". All bookings are made with First Light Travel Limited, hereafter referred to as the "company", "we" or "us". No variation of these conditions may be made unless this is done in writing by a director of the company.

## PAYMENTS

A non-refundable deposit of 20% of your land arrangements and 100% of any flights is required and should accompany the completed booking form. We will confirm our acceptance of your booking in writing, and it is at the time we send out this confirmation that a contract comes into existence between us. The balance of the tour price is due 10 weeks prior to your departure date. Should this final payment fail to reach us by the date specified, we reserve the right to treat the booking as cancelled. If a booking is made 10 weeks or less prior to the departure date then the full amount is payable on booking. If you make your reservation through a travel agent we shall address all communication to the agent. All monies paid by you to a travel agent are held by the travel agent for us until such monies are forwarded to us.

## CANCELLATIONS

Any cancellation by you must be made in writing and is effective from the date of physical receipt by us. The date on which the letter is received by us or our agents will determine the cancellation charges applicable. The cancellation charges are expressed as a percentage of the total tour price and based on the number of days notice before date of departure. Date of departure is defined as the day of commencement of any tour arrangements we have made for you. These charges are as follows:  
> 70 days before departure – loss of deposit  
69-45 days before departure 50%  
44-31 days before departure 75%  
30 days or less before departure 100%

Underbooking is the situation in which the minimum number of bookings required to run a tour is not met, and if we have to cancel a tour for this reason we will not do so less than 30 days prior to departure. Force majeure is unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid, even with the exercise of all due care, examples of which are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond our control.

If we have to cancel your tour before the date of departure, you will have the choice of taking an alternative tour (and where this is of a lower price we will refund the difference) or withdrawing from the contract and accepting a full refund of any monies paid.

In the unlikely event that we become unable to provide a significant proportion of the services you have booked after you depart, we will make alternative arrangements for you at no extra charge, or, if this is impossible, or you do not accept these alternative arrangements for a good reason, we will provide you with transport back to your point of departure and a pro rata refund for the cost of the remainder of your holiday.

## TOUR PRICES

Prices quoted by us are based on exchange rates and costs applicable at the time of publication, but are not fixed until your booking is confirmed by us. We will not impose any surcharges on the price of tour arrangements less than 30 days before departure, and if surcharges become necessary before that, we will absorb an amount up to the first 2%. Surcharges may be imposed to cover increases in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports or airports, or the exchange rates applied to the particular tour. If this means paying a surcharge of more than 10% of the tour price you will be entitled to cancel your tour with a full refund of all monies paid to us except for any premium paid for insurance and amendment charges. Should you decide to cancel because of this, you must exercise your right to do so within 10 days of the date of the invoice.

## TOUR CHANGES BY US

If we have to alter your tour before departure, any change will be either major or minor. Where a change is a minor change, we will if practicable, advise you before departure,

but we are not obliged to do so or to pay you compensation. A minor change is any change apart from a major change as defined below. When a change is a major change (and a major change is an alteration to your outward or return flight time by more than 12 hours), we will advise you as soon as reasonably possible. You will then have the choice of accepting the change, taking an alternative tour (and where this is of a lower price we will refund the difference), or withdrawing from the contract and accepting a full refund of all monies paid.

We reserve the right to change any published prices, service or other particulars at any time before we enter into contract with you. If there is any change, we will notify you before we enter into such contract.

## SPECIAL REQUESTS

If you have special requests, you should inform us of such requests prior to departure. We will advise the relevant supplier of your requirements, but we cannot guarantee that such requests will be met. Furthermore, we have no liability to you if such requests are not met.

## ITINERARIES

First Light Travel is not an ordinary travel operator. The type of travel we offer requires flexibility and must allow for alternatives. The outline itinerary as given for each tour must therefore be taken as an indication of what each trip may accomplish, and not as a contractual obligation on the part of the company. The final decision on the itinerary and conduct of any tour will be taken by us in the interests of the group/or clients as a whole. It is understood that the route schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events which may include sickness or medical breakdown, flight cancellations, strikes, climate and other unpredictable or unforeseeable circumstances.

On receiving your itinerary and travel documents please check all documentation and tickets thoroughly and notify us as soon as possible of any discrepancy. We cannot accept any liability if we are not notified of discrepancies within 7 days of dispatch or before you begin your travels.

Where we act as an agent only we can not accept responsibility or liability for any failure, delay or omission on the part of any third party supplier in providing products or services to you where the booking has been properly processed by us. In the event that such a situation arises though we will make every reasonable effort to find a suitable alternative for you.

## RISK

At all times the decision of our tour leader or representative will be final on all matters likely to endanger the safety and well being of the tour. You must at all times strictly comply with all laws, customs, foreign exchange and drug regulations. Should you fail to do so then you may be ordered to leave the tour without recourse to any refund and without any legal claim against the company.

## TRAVEL INSURANCE

It is essential that all passengers are covered by insurance before setting out on holiday. This insurance must cover personal accident, medical expenses, loss of effects, repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience. When obtaining travel insurance from a source other than us you must ensure that the insurer is aware of the type of travel to be undertaken.

## AMENDMENTS

If you wish to make any alterations to your holiday we will make every effort to accommodate these, but cannot guarantee that this will be possible. If alterations you request are possible, these will, of course, be subject to any amendment or other charges imposed by any relevant supplier, and a sum of NZ\$100 to cover our administrative costs. Requests for amendments must be made in writing by the person whose signature appears on the booking form.

If we accept a request to transfer you from one tour to another you will be liable for any costs imposed on us by our suppliers for the cancellation of your original tour. We also reserve the right to charge an administration fee of 10% of the value of the first tour booked.

## DISCHARGE OF LIABILITY

You acknowledge that the nature of travel and activities undertaken while travelling is adventurous and that as such tours and activities undertaken may involve a significant amount of personal risk. These include injury, disease, loss or damage to property, inconvenience, and discomfort. You further acknowledge that you are fully aware of the risks of injury associated with your participation in these various activities and agree to voluntarily assume such risk of injury.

It is a fundamental condition of this contract between us and you that to the extent permitted by law you discharge us

(including but not limited to our directors, employees, contractors, suppliers and agents) from any liability for any damage, death or injury to person or property whatsoever arising out of or incidental to your tour, whether or not such damage or personal injury is caused or contributed to by us. You also agree to make no claim against us arising out of the tour and further agree that no third party may make a claim through you or on your behalf.

Where you do not suffer death or personal injury, we accept liability should any part of your holiday arrangements booked with us not be as described in your personal itinerary and not be of a reasonable standard, and, subject to the conditions below, will refund to you an amount equal to the net cost of that activity. Any sums received by you as well as the cost of any alternative arrangements made for you will be deducted from any sum paid to you as compensation by us.

We accept liability in accordance with the statements above except where the cause of the failure in your tour arrangements is not due to any fault on our part or that of our servants, agents or suppliers, and is your own fault or choice, or the actions of someone unconnected with your tour arrangements or due to unusual or unforeseeable circumstances which neither we, nor our servants, agents or suppliers could have anticipated or avoided even with the exercise of all due care.

Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out in this agreement.

## COMPLAINTS

If you have a complaint whilst on your tour you must inform us and any relevant supplier immediately. Matters can be most easily sorted out for you on the spot whilst you are on your tour. We must further request that you make the complaint known to us in detail in writing within 28 days of your tour's scheduled completion and we will do our best to reach a settlement with you.

## TRAVEL DOCUMENTS

You must be in possession of a valid passport, visas, permits and certificates as may be required for the tour. It is your sole responsibility to make sure that you have all necessary visas, health requirements for your entire journey, including transit visas where required. We do not accept responsibility for changes in regulations for visas or any particular requirements for visas and will not be held responsible for your failure to obtain the necessary visas. Any information and advice given by us on visas, vaccinations, climate, clothing, baggage, etc. is given in good faith.

## EXPERIENCE, LICENCES AND CERTIFICATIONS

Certain activities require a minimum level of experience in order to participate and we expect you to be honest with us in assessing your level of fitness and abilities. Where applicable we will advise you of these requirements in good faith. You accept full responsibility for ensuring you have the relevant experience, licences and certifications required to participate in these activities and carry documents to that effect. You also agree to not hold us responsible for refusal to carry by us, our agents or suppliers due to your lack of documentary evidence or insufficient experience, licences or certification.

## EQUIPMENT AGREEMENT

You agree to reimburse us or our suppliers for any of equipment lost or damaged whilst in your care.

## MEDICAL STATEMENT

By agreeing to these booking conditions you confirm that you are in good health for the activities which you are undertaking and have advised fully any medical history of heart or lung disorders, asthma or epilepsy, or insulin or drug dependency. You agree that you will not participate in activities if you are feeling unwell or undertake any diving activities if you have a chest cold or respiratory congestion while on the tour. You further understand that if you have any medical condition contrary to these requirements that you must produce a diving medical certificate completed by a diving medical specialist.

## WITHDRAWAL OF SERVICES

We reserve the right to withdraw services and expel from any tour any person who is causing risk to themselves or the environment. In the event that this occurs, you agree that you will not be entitled to a refund of any sort and that you will be fully responsible for your travel arrangements from the point of expulsion.

## LEGAL JURISDICTION

By signing this booking form you are agreeing to accept all the above conditions, and we agree to operate your tour in the way stated by us. Your contract with us and any matters arising from it shall be exclusively subject to New Zealand law and to the exclusive jurisdiction of the Courts of New Zealand.

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