

# **TERMS & CONDITIONS**

www.roamtraveladventures.com

#### Confirm Your Tour

A 10% deposit will hold your place and final confirmation will be made once your balance is received no later than 30 days prior departure (or as per date shown on your invoice). Some tours may require a larger deposit if they involve other arrangements eg. flights, cruises - the amount will be shown on your invoice. Your deposit also acknowledges your agreement of Terms & Conditions of Roam and the partner company you are travelling with. If the full tour price is not received by due date we reserve the right to cancel your tour and retain the deposit.

#### Cancellation policy

Cancellations must be received in writing and fees depend on when Roam Travel Adventures receives the notification of a cancellation:

Deposit is non-refundable

Bookings cancelled between 40 days and 15 days - 60% of tour cost.

Bookings cancelled between 14 days and 7 days - 80% of tour cost.

Bookings cancelled within 6 days or less of tour departure - 100% of tour cost.

If you leave the tour of your own accord after travel has commenced, no refunds will be made. No refund shall be made for any unused portion of any itinerary. Any alteration to the tour, made by you, shall be wholly at your expense. Partner company (eg. The Safari Co) cancellation policy may differ from the above and will supersede Roam Travel Adventure's policy.

#### Disrupt Policy

If a tour departure is cancelled due to government travel restrictions, Roam Travel Adventures provides the option to transfer your payment to a future tour date. If the tour is already underway and we must cancel remainder of the tour, a partial refund **may** be possible depending on the country the tour is being operated in and the suppliers Roam is booked with. Some suppliers may have a different policy, eg. Cruiselines in which case their Terms & Conditions override Roam's conditions.

#### Prices

Tour prices are quoted in \$NZ (unless otherwise stated). NZ based tours also include NZ GST of 15%. All tour prices are based on schedules, fares and tariffs current at the time of quotation. Roam Travel Adventures reserves the right to vary the cost of tours if necessary, by reason of currency fluctuation, or component cost increase. There will be no tour increase once final payment is made.

#### Suitability (Health, Fitness & Behaviour)

Payment of the deposit to Roam Travel Adventures acts as a warranty that you are reasonably fit and healthy to participate in the tour and you indemnify Roam Travel Adventures from all actions, claims and demands arising out of any want of health and fitness. Roam Travel Adventures reserves the right to remove a guest from a tour if their health, fitness, or behaviour interfere with the tour or other guests tour experience. Our itineraries are designed for active women with a good level of fitness.

### Travel Insurance

Travel Insurance is essential for our Worldwide tours, and for overseas guests coming to join a New Zealand tour. For New Zealanders travelling within New Zealand, we highly recommend you take out domestic travel insurance at the same time as you make your booking to safeguard your tour payment in the event of you having to cancel your reservation or curtail your tour.

# **Client Liability**

To the extent permitted by law, neither Roam Travel Adventures nor any of its related companies, directors, officers, employees, servants or agents accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control, force majeure or any other event which is beyond our control or which is not preventable by reasonable diligence on our part. Our liability will also be limited to the extent that any relevant international conventions, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, limit the amount of compensation which can be claimed for death, injury, or delay to passengers and loss, damage and delay to luggage. Under circumstances where our liability cannot be excluded and where liability may be lawfully limited, such liability is limited to the remedies required of us under applicable law (including the Consumer Guarantees Act). This liability clause is subject to your rights under the Consumer Guarantees Act and nothing in these Booking Terms and Conditions is intended to limit any rights you may have under the Consumer Guarantees Act or the Fair Trading Act.

## Responsibilities

Roam Travel Adventures advises that the service it provides is for the booking and packaging of goods and services provided by other operators such as hotels, attractions, excursions and transportation companies. You are advised to familiarise yourself with the terms and conditions on which these services are supplied at the time of travel.

## Itinerary Amendments

Occasionally Roam Travel Adventures may need to make a variation to the listed accommodation. This accommodation will be of the same standard or best available alternative. If an included activity is unavailable, we will provide an alternative activity of a similar standard. Roam Travel Adventures reserves the right to amend/alter an itinerary where necessary due to circumstances out of our control, eg weather, road conditions.

## Dispute

The law of this contract is the law of New Zealand.

# Force Majeure

Except where otherwise expressly stated in these booking conditions we regret that we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by reason of circumstances amounting to "force majeure". In these booking conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, pandemics, fire and all similar events outside our control.