

TERMS & CONDITIONS

1.0 YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS

1.1

It is our intention to layout below the terms and conditions (hereafter referred to as the "Conditions" or "Agreement(s)"), which we at Sweet As Travel Ltd (hereafter referred to as "Sweet As Travel Ltd, the company, us, we, our") an incorporated company registered in New Zealand, (Business number: 9429045866661), obligates and assigns to you (relating to the individual, company, entity, members of your party, heirs, executors purchasing travel related products and/ or services, hereafter referred to as "the customer, you, your, party"), which you, in turn, have to us when a contract is made between us.

The booking details contained in this Agreement outline the entire contract between you and us, you should therefore read and understand the contents of this Agreement to clarify, define your obligational rights, our legal responsibilities and what you are entitled to expect from purchased travel related services we provide. Acknowledging this, no representation, term, warranty or condition can be expressed or implied by reference to any other writing, advertisement or conversation. A duly authorised officer or director of Sweet As Travel Ltd may only vary this Agreement in writing.

In this agreement unless the context indicates otherwise:

a)

Headings: section, clause and other headings are for ease of reference only and do not form any part of the context or affect the interpretation of this agreement;

b)

Negative Obligations: any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done;

c)

Parties: references to parties are references to parties to this agreement;

d)

Plural and Singular: singular words include the plural and vice versa; and

e)

Sections and Clauses: references to sections and clauses are references to sections and clauses of this agreement;

1.2

By booking (hereafter referred to as "Booking(s)", also relating, but not limited to the your acceptance of the tour, exercising or purchases of our products, reservations, travel arrangements and your itinerary) a tour arrangement with us or using our website, you are agreeing to be bound by the terms of this Agreement and any additional Agreements of any supplier (hereafter referred to as the "Supplier(s)", relating but not limited to, our affiliates, agents, representatives, third party or authorised entities or companies and service providers that are

applicable or used throughout your Booking or use of any website content).

1.3

You agree on behalf of yourself and those you represent to comply with this Agreement, including the payment of all amounts when due.

1.4

Throughout our tours, we arrange a variety of travel related products, services and experiences from various Suppliers. In some circumstances we act as intermediaries or as booking agents to Suppliers for products or services that are not directly supplied by us, such as but not limited to ground and water transportation, accommodation, meals, tours, excursions and cruises. We are not a co-vendor of such products or services; therefore when you are supplied or out of our possession you will be entering into a separate contract Agreement with said Suppliers and subject to the Supplier's Agreement. By accepting this Agreement you agree to any post-purchase price increases, or additional costs which authorises us to charge you for any additional amounts that exceed our tour itinerary features.

1.5

You agree that any violation of our or our Suppliers Agreements may result in:

- a)** the cancellation of your reservation or purchase.

- b)**

your forfeiture of any monies paid for your reservation or purchase.

c)

you being denied access to the applicable travel related product or service.

d)

our right to debit your account for any costs we incur as a result of such violation.

1.6

You represent and warrant that:

a)

you are of sufficient age and mental capacity to use our services and website and can create binding legal obligations in connection with your use.

b)

you are legally authorised to act on behalf of those you represent and accept the Agreement on their behalf.

c)

the information supplied by you or members of your group is true and correct. You are responsible for informing such other persons of all Agreements applicable to their travel arrangements.

d)

You understand that you are financially responsible for any use of our services or

website by you and those using your name or account.

e)

You agree that any submission of information must be made in English.

1.7

A contract is only formed between you and us once we have communicated to you or your travel agent that your booking has been confirmed and we have issued an invoice in respect to that booking and that the deposit has been paid in full to either your travel agent or us.

1.8

All information enclosed in the Conditions are correct and the agreement arising between you and us including all Suppliers under the Agreement stated here shall be governed by the law of New Zealand which shall have exclusive jurisdiction in the case of any dispute between the parties.

1.9

In the event that any provisions of this contract are to be held invalid or unenforceable by any court of competent jurisdiction, that provision shall be deemed to be re-written to give effect to the same purpose within the permitted limits of the law. The validity and enforceability of the other provisions shall not be affected.

1.10

By accepting this contract, you agree to pay all our costs, including but not limited to, legal costs for any unsuccessful legal action instituted against us.

1.11

At our complete discretion, we reserve the right to nominate, in writing, any Supplier to have benefit of any provisions arising from this contract, which can be specified, as if you had agreed these provisions directly with the Supplier, like you had agreed with us.

1.12

We do not own aircraft, hotels or boat vessels. All Bookings made with our Suppliers are subject to you and the Supplier's Agreement and limitations of liability imposed by those Suppliers. Please note that some of these may limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage in which we take no responsibility and are not liable for.

1.13

Failure by us to enforce any provision(s) of this Agreement shall not be construed as a waiver of any provision or right.

Indemnification

1.14

By Booking, you agree to indemnify us and, but not limited to, our Suppliers, related directors, shareholders, trusts, employees and agents from or against any claims, causes of action, demands, losses, damages or other costs, including but not limited to legal and accounting fees, brought on by you or third parties as a result of your:

a)

breach of this Agreement

- b) violation of any law or rights of any third party
- c) use of our website and documentation.

1.15

You hereby indemnify us against all third party actions taken against us for any matter, but not limited to clause 2.2, caused by you or arising from your participation on our or our Supplier's tour related services.

1.16

Due to distribution, to the best of our knowledge we try and ensure document accuracy at the time of going to print (January 2018), however we cannot be held responsible for printing or typographical errors, or errors arising from unforeseen circumstances and cannot guarantee or validate the availability of any documentation or amenity enclosed offline where we have no direct control.

2.0 OUR LIABILITY TO YOU

2.1

As a Tour Operator, we take responsibility for arranging and conducting your tour. We make agreements with our Suppliers to implement our tour arrangements to provide you with some or all of the travel services you purchase.

2.2

Our responsibility and that of our Suppliers is limited. In all matters pertaining to affiliate

services where we have no direct control, we act only in their capacity as their agent. Unless caused by our own direct negligence, under no circumstances are we to be held responsible for and/ or accept no liability in respect of any claims, losses, damages, costs or expenses arising out of:

a)

any personal injury, internal or external damage, illnesses, sickness, accident or death and evacuation costs regardless of reason, exempt from limitation, whereby the outcome arose from personal conduct.

b)

any loss, theft, delay or damage of property unless resulting from our negligence, whereby liability shall only be limited to the actual loss but in no circumstance exceed that of the total tour cost.

c)

any delays, suspension of services rendered by, but not limited to, transportation, accommodation facilities, transport irregularities occurred by any vehicle defects, mechanical breakdowns and equipment failures, or through the acts of our defaults or any person engaged in conveying you or in implementing the arrangements of our tour of otherwise in connection therewith.

d)

any losses due to the result of government action, political unrest, acts of war or threat of war, insurrections, riots, civil strife, closure or rescheduling of aircraft, airports,

boats or ports, industrial disputes, terrorism or terrorist activity, labour disputes or stoppages (strikes) and sickness, natural and nuclear disasters, fire, flood, drought, closures, unforeseen alterations to public transport schedules, epidemic, health risk or outbreaks of illness, Acts of God, environmental or geological disruptions, adverse weather conditions or any other event or similar occurrence outside of our control which either delays or extends or reduces the trip, or compels a change in the trip arrangements after departure.

e)

any act or omission, where negligence has arisen from any Suppliers of services and their employees or representatives, unless such a person or body is employed by us, or as representative of ours, and is acting within the extent of their authority. No liability however is accountable to where acts or omissions of independent third party contractors or employees or their representatives act outside the scope of their duties.

f)

any neglect from a person or company whose services are retained by us for your benefit.

g)

loss of enjoyment, dissatisfaction, distress or frustration, upset, whether physical or mental, resulting from any of the following:

(i)

any matter raised in sub-paragraphs (a) to (f) above.

(ii)

failure on your behalf to obtain or present the necessary travel documentation.

(iii)

failure on your behalf to:

(1)

arrive on time for departure dates and all itinerary times.

(2)

arrive on time for connections within tours.

(3)

remain or participate on the tour and with the tour guide.

(4)

join the tour at any time after initial departure.

(iv)

you leaving the tour prior to the end date.

(v)

our need to change or substitute itinerary services under the provision that all efforts to supply comparable services including but not limited to accommodation, food, activities and transport are made (if available).

(vi)

cancelation made by us, given that a full refund of all monies paid is made to you using current monetary rates within 30 days.

(vii)

various activities that include action and adventure-oriented activities. Your Booking is accepted on the understanding that you appreciate that these activities inherently involve high risks of injury that may be greater than those encountered if you were not participating in such. Therefore, by acknowledging this, you undertake the tours advertised of your own volition and that voluntarily taking part in such activities, taking full responsibility and assume any of the risks inherent therein.

You acknowledge and accept that during the tour, should opportunities to take part in adventure activities or excursions, outside our itinerary (which may or may not be advertised), involvement in such activities or excursions do not form part of your contracted tour with us. You should ensure your insurance covers your participation in these activities.

We accept no responsibility or liability where we have shown no negligence, nor have are our Suppliers from which your participation in any of the activities that have been made available to you, relate to matters outlined in sub-paragraphs (a) to (f) above.

2.3

To assure satisfaction from our tours, we take every reasonable precaution to provide a safe, enjoyable environment. Aimed primarily at 18-35 year old travellers in good health, various environmental, cultural or geological changes may affect travellers differently.

Therefore, we recommend that you seek medical recommendation or contact your doctor before taking one of our tours. Since medication brands to which you are accustomed to may be unavailable in the places you are traveling, we recommended that you bring your own, and if prescribed, be carried in original or labelled bottles.

Note that this information provided is only for your convenience and that we take no responsibility or are liable for any damages resulting from failure to confirm or ascertain health information or medical precaution, if any, for the places which you will be visiting.

2.4

We hold responsibility in care only to arranging and conducting the tours to the best of our ability. Throughout our employment process, we select only those who we feel eligible, to whom we believe in our best judgement, are suitable employees to fulfil roles such as, but not limited to, Trip Managers, Representatives and Drivers.

Based on these grounds, we firmly believe that all of our employees attribute satisfactory health to complete their roles & duties, but we are legally

unable to confirm this in most, if not all, instances.

3.0 EXCLUSION OF LIABILITY

3.1

Where circumstances are beyond our control, we reserve the right to change or cancel any tour departure dates or itinerary times. If due to force majeure, such as, but not limited to, any matter defined in clause 2.2, we will give a full refund of any monies paid to us, less reasonable expenses incurred by us in respect of your Booking.

3.2

In the event of cancellation of your booking in terms of clause 3.1 above, our only liability will be to refund you the amount we have received for your Booking if the cancellation is by us and is made at any time prior to the tour departure. At your confirmed discretion, we will however try our best to correct or re-book the same or similar tour or departure date.

3.3

We are not liable for the costs of any changes, amendments or cancellation penalties you may incur from any other travel arrangements purchased separately, due to our cancellations or rescheduling of any tour departure where you have not received written confirmation from us of your Booking.

3.4

We reserve the right to cancel the Booking and apply cancellation charges should payments not be received when due.

4.0 YOUR LIABILITY TO US

4.1

All New Zealand tours referred to in this Agreement are operated by Sweet As Travel Ltd. Your contract will be with us as the operator and are sold subject to the following conditions:

a)

tours are generally designed for a young audience, aimed between the ages of 18-35. Our tours are specifically designed for people in those age groups and consequently, the facilities and activities made available to you on our tour may not be appropriate to persons outside this age range. Under special circumstances, we may approve customers outside the preferred age range. In these circumstances, you must contact us for Booking approval. For Bookings made for customers aged 16-18, we require written parental or guardian consent and said customer must be travelling with an accompanying passenger 18-35. In all circumstances at our sole discretion, we reserve the right to decline a Booking request from you, should we think our tours are not suited to you.

b)

We aim to provide satisfaction throughout all of our tours and welcome passengers with special needs or disabilities. However, please note the following:

i)

Travellers with special needs or any physical, medical or other requirements that may require special facilities,

including accommodation or transport, are required to advise us prior to your Booking confirmation. Failure to do so may result in the cancellation of your booking without refund.

ii)

Due to the nature of tours and the activities that are involved, we require all travellers to be medically and physically fit for travel to participate in all of our featured activities. We may impose safety requirements for the safe operation of the tour. We therefore reserve the right to exclude an individual from participating in a tour, or activity, if we deem that the individual's participation poses a direct threat to health or safety to themselves or any other individual.

iii)

We do not provide personal aid, assistance or services. We do our best to accommodate all our travellers and choose amenities, locations and activities that are mostly, if not all, accessible. You acknowledge that some parts of the tour involve rough terrain, extensive walking, hiking, uneven pavement, bush walks, steps and locations which may not be disability accessible. During the tour, we may make arrangements with carriers, accommodation and other independent Suppliers to aid in such services. These parties are independent entities which we have no control and we cannot guarantee all disability access for,

and not limited to, activities or accommodation for travellers.

iv)

Whilst we will endeavour to take all necessary measures to accommodate all of our travellers, we are not responsible or liable for any personal devices or equipment such as, but not limited to wheelchairs, hearing aids or prescription eye-wear or services of a personal nature, such as but not limited to, pushing a wheelchair or assistance in eating, toileting or dressing and any aid that is given is at the discretion of the Tour Guides. If this is a requirement, a companion capable of providing such assistance must accompany you and any passengers who also require service of a personal nature at all times.

c)

All of our tour guides are level 1 first aid certified. We do not employ medical personnel, nor provide or conduct professional medical services. We therefore are not liable or responsible for any losses or costs incurred as a result of external medical assistance or services or quality of the care of services received that is obtained during our tour.

d)

In accordance to the New Zealand Smoke-free Environments Act 1990, note that travellers are not permitted to smoke in any public area or on any form of commercial transport.

e)

We reserve the right, in our sole discretion, to decline the Booking of any person who cannot or refuses not to comply with our Agreement. We take no responsibility for any costs or losses incurred in the event of a person being removed from our tour due breaches or violations and clients agree to therefore not hold us or any of our related entities liable for any actions taken under this Agreement.

f)

Note that you are responsible for all travel arrangements and costs to and from the point of commencement and conclusion of our tour.

g)

In the best interest of you and / or the group, that at times decisions may need to be made by your Trip Manager/ Representative/ Driver (thereafter referred to as "Rep(s)" or "Guide(s)"). By Booking this tour, you agree to comply with the authority and decisions made by the appointed rep. By not abiding by or disobeying the rep's directions, or you through your action or inaction you are deemed incompatible with the general enjoyment and well-being of other members of the group, affiliate associates or public and go against or disrupt the smooth operation and conducting of the tour itself, we reserve the right to refuse continuation of the tour or remove you from the tour without a refund and you will have no claims against us.

h)

You agree to abide by the laws of the country you are in. We do not tolerate the possession or carriage of illegal or restricted substances such as, but not limited to drugs and weapons.

i)

You agree that our Reps have the right to travel and work in a safe environment and that any threats, verbal or physical to that may impinge their safety, well-being or inappropriate or negative behaviour by you, will be taken seriously and may result in immediate termination of tour and rejection of future tours. In either event, you will be responsible for your own repatriation and related costs and have no claims against us or our reps.

j)

In the event of damage costs incurred from a result of excess cleaning fees related to our Suppliers, you are responsible and are advised to immediately report any pre-existing damage to a member of affiliate employment and our Reps as soon as it's discovered.

k)

All transport comes with safety features fitted, for instance, but not limited to safety belts at which neither us or our Suppliers shall be held liable for any illness, injury, death or any loss or damage or claims whatsoever arising from any accident or incident in a case where the safety belt was not being worn at the time of the event.

l)

You agree that through the duration of our tours our Reps may take photographs and films of you while you are on tour and for marketing purposes. You further agree that such photographs or films may be used in our advertisements and marketing; including but not limited to online advertising and publicity material, brochures, leaflets, banners etc., without obtaining any further consent or payment in respect of such photographs or films. Should you wish to opt out of any advertisements or marketing, you must notify us in writing prior to the publishing of said advertising or marketing.

m)

Should you have a complaint in respect to the tour, you should inform your rep during the course of the tour to which through their best endeavours they will try to resolve. If the matter cannot be resolved, your complaint must be made in writing to notify us as soon possible after the tour, within 30-days thereof so that your complaint can be investigated. If made online, please provide your home address so we are able to reply to you in writing. We will not consider claims made after 30-days from the conclusion of your tour.

n)

You agree to adhere to our 'Activity Conditions & Safety Rules' and 'Risk Disclosure & Acknowledgement form'.

o)

Some activity inclusions may require the use of an 'Assistant Guide' in order to meet safety

procedures and guiding standards. If asked, you agree to adhere to any instructions given by the Trip Manager, Driver or Rep in relation to our health and safety management system, guiding practices and the well-being of the group throughout the course of the activity.

5.0 BOOKING YOUR TRIP

5.1

For all Booking reservations we require a minimum of 10% deposit. This deposit is non-refundable, unless the Booking was cancelled by us and is a percentage of the overall price you have agreed to pay.

5.2

Deposit payments enable us to hold reservations, but do not guarantee your tour price. Prices are only guaranteed once we have notified you that your Booking has been confirmed and have issued an invoice. Please note that prices can only be guaranteed once we receive full payment, when all travel documentation has been issued, subject to any Agreement of our Suppliers, and we have sufficient numbers to enable the tour. When full payment is required, we will advise you and we reserve the right to refuse personal checks as a method of payment.

5.3

The remainder of the tour balance must be paid before 60 days of departure. In the event of Bookings made within 60 days prior to departure, full payment (100% of the tour price advertised) will be required payable immediately on Booking. Where special offers or Open Date Passes have been made, remittance is required as per the Conditions outlined in the terms

stated upon booking. Any deviation from this procedure will be at our sole discretion.

5.4

Bookings are regarded as confirmed when you have been notified by us directly of your tour's confirmation and we have invoiced & received payment, either from you or your travel agent for the deposit or full amount. We accept deposits as a first instalment of the tour price.

5.5

Upon the provision of the deposit or full tour payment, you authorise us to make the payment arrangements with the corresponding Suppliers, including but not limited to tour amenities, Suppliers and provisions, to which payments are subject to our & Suppliers terms & conditions.

5.6

Where Bookings are made through our Suppliers, we will address all correspondence to that body. Monies collected by a travel agent that has been paid by you will be held on behalf of us. If arranged directly through us, all correspondence and communications will be sent to the address you have provided unless otherwise specified.

Outstanding payments

5.7

In the event that the outstanding balance of payments is not met at least 60 days prior to your departure date, if notified in writing, an added period of 10 days will be given to clear the outstanding amount. If no communication is made, or it has surpassed 49

days prior to your departure, we may assume that you have cancelled and your Booking will be deemed cancelled. Cancellation charges will apply in accordance to Agreement 7.0 below and will be levied by us and your deposit forfeited as of the terms stated in clause 7.5.

6.0 WHEN WE CANCEL YOUR BOOKING

6.1

Subject to Supplier's Agreement, contracts made with our Suppliers may allow them to cancel or amend Bookings. We accept no liability or responsibility for any additional changes or costs incurred where we have not had direct Bookings with Suppliers.

6.2

As with most outdoor activities, tours can be weather dependent. Under no circumstances can we be held responsible or liable for adverse weather conditions (hereafter referred to as "Weather"), nor can any tour be canceled or amended by you at any time on the basis of the Weather.

6.3

As stated in clause 8.0, to uphold a pleasant, enjoyable tour experience where the Weather may impede this, Reps may, through personal or group judgement, decide less obstructive or alternative itinerary arrangements, amenities or activity plans that are more beneficial for the group and tour experience.

6.4

In the event of a stoppage (i.e. an unforeseen delay or mechanical breakdown) where tours may be canceled

on our behalf prior to their original conclusion date, and/ or extended past their initial length, clients may have the option to:

a)

terminate the tour. Doing so, all transport back to the starting destination will be provided. We will refund only the remaining tour days, including the day of termination based on a daily figure that is calculated by the total tour price divided by the total tour days.

b)

continue with the tour. Doing so, all transport to the next stopping destination will be provided and any un-accessible activities scheduled will be canceled for that day. Subject to the availability of alternative arrangements, the tour will continue on the following day with a one day refund calculated at the daily price, plus the total retail price of all purchasable activities canceled.

Where we have notified you of these options and you choose to participate, you understand that this may extend the duration of the tour past its original conclusion date. We will therefore not be held liable for any loss or damage caused after this date.

7.0 WHEN YOU CANCEL YOUR BOOKING

7.1

If you cancel any Bookings, you may be entitled to a partial or full refund. However, we are not responsible for a Suppliers' failure to pay a refund,

which will only be paid once we have received the funds from our Suppliers.

7.2

Notice of cancellation must be made in writing directly to us. Contact must be made through the same email or via signed and scanned documentation.

7.3

Where alterations or cancellations by you are made after confirmation of Bookings made directly with us, you have a 7-day cooling-off period from which to cancel and request a refund or alteration, providing that the Bookings are made 67 days before the start date.

7.4

Bookings made through travel agents are otherwise affected subject to all the provisions of the standard Booking clauses defined in 5.0 and 6.0 of these Conditions.

7.5

Cancellation of a Booking made by you will not be noticed until submitted in writing and received by us. On cancellation, the following charges, plus Supplier fees in accordance to clause 5.5, will apply:

**Number of days
prior to trip
departure**

**Cancellation Fee as a
percentage of the total
trip price per person**

60 days or more	10%
60-31 days	25%
30-8 days	50%
7-1 days	75%
Day of departure	100%

7.6

Before Booking a departure date, Open Dated Passes incur a \$400 cancellation fee.

7.7

Once a departure date has been booked, all Booking Conditions apply including cancellation charges as listed above.

7.8

Ensure that you have given adequate time to arrive on time for the departure date. We have no control over airline schedules or charges. Failure to arrive on time for the departure date may result in tour losses and no refunds will be made for any tour absence. Pursuant to clause 2.2 (g) (iii) (4), it is your responsibility and will be at your sole expense to re-join the tour at a later date in accordance with the terms of your Booking.

8.0 WHEN WE CHANGE YOUR BOOKING

8.1

We do our best to provide the best quality tours and to select amenities accordingly to honour this quality. Every effort will be made to operate all tours advertised. We strive to uphold our itinerary quality throughout all of our tours, but unforeseen and uncontrollable circumstances may make changes necessary. It may therefore be necessary at times to alter the itinerary from that stated in advertisement. Where delays might occur for various reasons beyond our control, we reserve the right to vary our itineraries to substitute similar alternatives, but will not accept any liability if adequate alternatives cannot be met.

8.2

We emphasise that clients adopt a flexible attitude towards our tours, relying on the decisions pertaining to the itinerary and its content by the Trip Manager, in the best interests of the group and as a whole, the quality of the tour.

8.3

Refunds will not be made for services we provide, which for whatever reason are not participated in by you after departure.

8.4

No allowance or refund can be made for, and not limited to, meals, accommodation, tours etc. that you elect not to participate in, or when through no fault of our own, are these amenities unavailable or closed. However, in the event that we are unable to provide food services as advertised, we will provide alternative options or provide food vouchers, or alternatively a refund to be valued a no more than five dollars (\$5 NZD) per meal.

8.5

Due to set meal plans, special meal requirements must be made on a request basis only and notified to the Tour Manager. Due to pre-planning, our meal itinerary cannot guarantee deviation or that special meal requests can be met. We therefore will not assume any liability when clients' meal requests are not fulfilled.

8.6

Before or during the tour, we reserve the right to alter or substitute the type, size or style of vehicle transport as advertised. This may result in having to utilise transport without advertised features such as Wi-Fi availability & power outlets.

8.7

Paid Wi-Fi is occasionally available in our chosen tour locations, accommodation or the public areas. Paid Wi-Fi is sometimes available on-board coaches; which use cellular phone networks. As a result of this, Wi-Fi connections may be slower than that of standard broadband depending on location and at times may not be available. Through this, you agree that we take no liability in the quality of paid Wi-Fi connectivity on-board our coaches, nor are we responsible for that which is obtained in our chosen amenities.

Price Alterations

8.8

Trip prices are based on various factors such as, but not limited to costs tariffs, taxes, charges, levies and exchange rates, and are applicable from 01 January 2018.

8.9

Prices will not change once we receive your full payment, however should external factors alter our tour prices when only a deposit has been paid, if a 10% increase to the overall tour price is made, you may cancel, without penalty, within 3 days after we have notified you of the increase. However in the event of the cost factors stated above are less than 10% of the overall tour price, no refund will be given.

8.10

We reserve the sole right to alter tour prices at our discretion. Prices shown in subsequent materials and documentation will supersede prices shown on our website, which quoted, are calculated based on costs and exchange rates from 01 January 2018. Once Bookings have been accepted, in accordance with clauses 5.2, 5.3 and 5.4 that price will remain fixed and not be subject to surcharges.

8.11

In the event of a computer or human billing error, we reserve the right to re-invoice clients at any time with correct billings.

9.0 WHEN YOU CHANGE YOUR BOOKING

9.1

Changes must be notified in writing as soon as possible if you wish to change aspects of your Booking.

9.2

We try our best to accommodate such changes, however due to pre-planned Bookings, once accepted, we cannot guarantee the availability of said changes and do not take responsibility, liability in the event of loss of monies or additional costs that you may incur.

9.3

Note that all Booking changes are subject to availability at the discretion of our Suppliers and the Supplier's Agreement.

9.4

In regards to the tour departure booked, an amendment fee of \$20 per person, per change will be made unless we are notified more than 60 days of departure, in which no fee will be imposed. If requests are made within 60 days of departure, normal cancellation fees will apply in accordance to clause 7.0, unless alterations are for transfers to an earlier departure date of the same trip.

9.5

If you request to change to an alternate departure date of any available trip 60 days prior to departure of the original trip, you may do so at no extra charge subject to availability.

9.6

Cancellations are subject to that of the original tour dates, subject to the provisions of clause 7.5. Changes within 60 days will be treated as a cancellation and subject to normal cancellation fees. Tour deposits however can be used as credit towards a new tour, but new tour prices may fluctuate from the original price.

9.7

In the event of a request being made in writing by you and received by us, a new invoice will be issued by us and all cancellation charges and amendment fees will be shown. Amendment fees must be paid within 7 days of the issue of the new invoice, or on the date of departure, whichever date comes first.

9.8

Where you can show your attendance maybe hindered or you are prevented, such as, but not limited to, any matter stated in clause 2.2, sub paragraphs a, c, d, e and f, showing significant reason beyond your control, we agree to you transferring your Booking to someone else, to whom satisfies all Conditions applicable to the tour.

9.9

This agreement is subject to us receiving at least 30 days written notice of the proposed transfer, prior to the departure date, including all relevant transferee Booking information and that you and the other person accept liability for full payment of the tour costs, including any additional costs arising from the transfer.

10.0 WHAT'S NOT INCLUDED

10.1

We hold only liability in the services we advertise in our itineraries.

10.2

Airfares, air-related taxes and fees, excess baggage, passport and visa fees, insurance, medical

documentation including but not limited to certificates, x-rays and medication, laundry, phone calls or mobile data, Wi-Fi, drinks and food that is not detailed in itineraries, tips to Reps or local guides, items of a personal nature and optional excursions, external tours, activities you wish to partake.

11.0 TRAVEL DOCUMENTATION

11.1

We advise you to carefully read through your invoice, tickets or any other documentation we issue to you. You must contact us immediately if you discover any errors.

11.2

We accept no liability if you fail to notify us of any document inaccuracies, 14 days after being issued to you or your travel agent.

11.3

You agree we take no responsibility for ensuring all necessary documents are obtained, including, but not limited to, valid / subsisting passports, visas, permits, vaccinations and medical certificates that are applicable by law and required for the appropriate country prior to the departure of the tour.

11.4

However, we will be liable in an event occurred by our error; and, although we will do our best to rectify complications, where there is reasonable justification you have not contacted us within the

specified timeframe, we take no responsibility in meeting additional costs which you may incur.

11.5

Travel documentation will not be forwarded until we have received the required information and full payment has been received by us. Once Bookings have been confirmed and full payment has been made, documents will be emailed to you 21 days prior to the tour start date free of charge.

11.6

Circumstances where an email is not sufficient and you wish to acquire physical documents, a \$20 postage fee will be charged for requests made prior to 21 days from the start date. For requests made within 21 days of the start date, an expedited \$30 postage fee will be charged. Documents scheduled for collection on the day of departure will incur no cost.

12.0 REQUIREMENTS

Insurance

12.1

Travel insurance is a vital, sometimes mandatory part of your travel arrangements. We strongly recommended that you take out adequate comprehensive insurance for the duration of your journey before you travel.

12.2

We are not responsible for your failure to take out appropriate insurance.

12.3

The insurance should include cover for any matter raised in, but not limited to clause 2.2, including personal liability insurance and evidence of such insurances should be produced to us on request.

12.5

For any travel insurance policies you hold, any such charges may, subject to the terms of your insurance policy, be refunded to you by the insurance company.

12.6

If you have withdrawn from our tour as a result of any matter addressed in clause, 2.2(a), prior to departure or before the conclusion date, you must obtain medical documentation in support of any insurance claim.

Luggage

12.5

We have strict weight limits for vehicles, which is why you are only entitled to have one piece of, stand size main luggage (see our pre-departure information on our website for size limits), weighing no more than 20kg, in addition to a daypack.

13.0 USE OF OUR SERVICES & WEBSITE

13.2

Without prior written permission by us, you are prohibited to:

a)

access, monitor or copy any content or information on our website and/ or use any

"robot", "spider" or other automated or manual device or program.

b)

Create deep links to any part of our website.

c)

"frame" or include any part of our website into any other website.

13.3

Our website may contain links to Supplier websites, these are provided only as a convenience to you. It is your responsibility to ensure safety precautions for whatever links you may access or are made available to you.

13.4

We take no liability as a result of, but not limited to, losses or damages incurred by viruses, worms, Trojan horses or other destructive mechanisms.

13.5

The existence of these links on our website does not imply that we endorse or are affiliated with such websites or any of their included content. We are not responsible or liable for any websites that we do not own or where we have no direct control.

13.6

We are not liable for any other websites content or any of their data privacy policies or practices.

14.0 PRIVACY POLICY & DATA PROTECTION

14.1

To protect you and your personal information we have privacy measures in place. In order to make your Booking and ensure your travel arrangements are processed, we need to use the information you provide and forward it on to relevant Suppliers.

14.2

By making a Booking, you consent to this information being forwarded to relevant Suppliers, unless you object and have advised us in writing at the time of Booking.

14.3

Any information provided may also be deemed available for public authorities, such as but not limited to customs, immigration, police services or hospitals/ medical professionals if required by them and/ or by law or in the event of an incident whereby you are unable to do so.

14.4

Any given consent also applies to any sensitive information that is given to us such as, but not limited to, details of any medical, disability, dietary or religious requirements.

14.5

Privacy Policies or Data Protection Conditions are subject to the information found on our Privacy Policy page at the time of use. See our [Privacy Policy](#)

Operated by Sweet As Travel Ltd; e:
contact@sweetastravel.com; Registered Travel Agency No.
9429045866661; Sweet As Travel Ltd, Auckland.