

## Raglan Rock Terms and Agreements



### 1. Contract conclusion

With verbal or written registration (i.e the booking from the customers) in which Raglan Rock Limited (Ltd) can execute, a binding contract exists between the customer and the organiser. Through the booking, the customer acknowledges the general business conditions as part of the contract between themselves and the organiser Raglan Rock Ltd.

### 2. Object of the agreement

Raglan Rock Ltd assumes responsibility for providing the requested service as described in the advertisements or in the confirmation order. Any extra costs will be borne by the customer.

Raglan Rock Ltd reserves the right to make changes or cancel arrangements due to weather or tidal conditions.

Tours may be cancelled or moved if we do not have the required number of participants prior to departure.

### 3. Prices

The effective prices for the offered activities can be drawn from the current advertisements from the organiser. The prices on the brochure, website or by quote (unless otherwise stated) are quoted per person in New Zealand Dollar and include GST. Prices are subject to change.

### 4. Terms of payment

Individual booked activities are to pay the required deposit sent on confirmation of booking. Remaining sum to be paid before the commencement of the trip by eftpos, cash or bank transfer. Note: Credit or international card transactions may hold a 2.51% surcharge on top of total price.

Schools and groups will be invoiced immediately after the trip, payment will be due on the 20<sup>th</sup> of each month.

In the event of an untimely payment, the organiser reserves the right to refuse the activity or withdraw from the contract. The resulting cancellation costs will be charged to the customer in accordance to number 5. This is based on the number of registered participants at the time of withdrawal from the contract or refusal of services.

## 5. Cancellation or Contract Modification by the Customer

Cancellations of contracts must be in writing. Cancellations are only valid after consulting with the organiser and obtaining their agreement. The confirmation email must be attached and returned at this time via email.

In the event of a complete cancellation, the following percent of the arranged deposit or full costs (depending on booking) will be charged to the contracting party:

### **For individuals:**

7 days before the activity: Full Refund!

6-3 days before the activity: 50%

48 hours or less before the activity: 100%

In the event of a **partial cancellation** of a group reservation (reduction of the number of participants) the following percent of the arrangement costs will be charged per person to the contracting party:

7 days before the activity: 20%

48 hours or less before the activity: 100%

The customer is not entitled to a refund in the event of a later start or an early departure from the activity.

No refund is made if payment is made on Credit Card.

### **For groups:**

4 weeks before the trip: Full Refund/ No Fee!

3 weeks before the trip: 40%

2 weeks before the trip: 50%

1 weeks or less before the trip: 100%

### **Covid Cancellation Clause:**

This clause becomes active in the event of a cancellation by a group due to the New Zealand Governments alert level covid system. This clause may overrule the above cancellation policies at the discretion of the company, and organiser. The company withholds the right to activate this clause at any time.

If the booking party(ies) cancel due to Covid, without relevance to the latest current Government and/or national alert system guidelines, the cancellation fees remain the same as outlined above in this Terms and Agreements.

If the cancellation is due to the latest current Government and/or national alert system guidelines, the following cancellation fees apply:

4 weeks before the trip: Full Refund/No Fee!

3 weeks or less before the trip: Loss of earnings fee as outlined below:

Guides and Instructors: Hours of proposed work X Instructor wage of \$25ph

Administration and Planning: Hours of planning X Admin Wage of \$25ph

## **6. Cancellation or Change of Contract by the Organiser**

A minimum number of participants are required for certain programs. The organiser reserves the right to withdraw from the contract also on short notice. If the fulfilment of a contract is not possible at another time or if the customer cannot take part in the alternative services offered, any paid fees will be refunded minus charges for services rendered. Further damage claims are not possible. The organiser reserves the right to cancel the program on short notice if participants cause the fulfilment of a contract to be endangered or made impossible by their behaviour, their omissions, or other actions. In this case the regulation of the cancellation costs applies in accordance with number 5. If a program or parts of a program cannot be carried out due to safety concerns by the organiser, official regulations, strikes or uncertain weather and nature conditions, the organiser reserves the right to cancel or cut short the activities on short notice. Paid fees will be returned minus charges for services rendered, any expenditures and the handling fee. Please note that a danger-free completion of the activity is in everyone's interest. All decisions made by the activity leaders are final. The organiser expressly reserves the right to modify the program. The organiser will strive for an equivalent service replacement.

## **7. Conditions of Participation, Obligations of the Participant**

Good health is necessary in order to take part in all activities. The participants are obligated to inform the organiser of any possible health problems. Under no circumstances may participants take part in the activities while under the influence of alcohol, drugs, psychiatric drugs or any similar substances. The participants are obliged to fulfil the conditions of participation and agree to strictly follow the instructions of the organiser, the guides, activity leader, and assistants. If the Conditions of Participation are not fulfilled or if instructions are disregarded, the organiser reserves the right to prohibit participation.

- Participants agree to receive any emergency, dental, or surgical treatment as considered necessary by the medical authorities present while undertaking Raglan Rock activities.
- I understand the New Zealand Accident Compensation scheme provides only limited assistance to visitors in New Zealand. Any medical costs not covered by ACC or a community service card will be paid by the participants.

## **8. Appeals**

Should the activity lead to appeals or damages, these are to be communicated immediately, in writing, to the activity leader (i.e. activity provider), and these are to be confirmed in writing by the responsible leader. The activity leader, however, shall not have the right to acknowledge claims, for which reason a confirmation shall not have the effect of an acknowledgement of wrongdoing. The activity leader (i.e. Raglan Rock Ltd) will make every effort, within the confines of the program and the possibilities available, to remedy the situation. Should the situation be insufficiently remedied or not be remedied, or the participant wishes to make damage claims, these must be received by the organiser within four weeks of the contractual end of the activity at the booking agency. The participant's appeal is to be accompanied by the confirmation of the activity provider/activity leader as well as any other relevant evidence. In the case of delayed complaints or complaints with omissions during the activity or delayed submissions of the claims at the booking agency, all appeals will be deemed invalid.

I agree that these terms and agreements, and the signing of the Raglan Rock Risk Acknowledgment, Disclaimer and Medical Form contractually binds myself, my successors, my executors, administrators, heirs and next of kin; and assigns that should I or any of my successors, executors, administrators, heirs, next of kin or assigns assert a claim in contravention of the signed waiver, the asserting party shall be liable for all the expenses (including legal fees on a solicitor client basis) incurred by the other party or parties in defending the claim.

## **9. General liability**

Damage claims against Raglan Rock Ltd are excluded, as far as the damage was not caused by negligence or intentionally. Raglan Rock Ltd is authorised to have assistants or call on third parties to provide valued services. Should Raglan Rock Ltd lawfully transfer the execution of the activity to a third party, they shall not be held responsible for the third party's actions or neglect during execution of the activity. The organiser will especially not be held responsible for damages which are caused by the actions or neglect of the activity leader should this conduct not fall under his/her contracted responsibility; as cause of actions of third parties, other participants, the participant (especially under point 1), natural occurrences, official regulations etc. Should the participant not follow the instructions of the organiser, activity leader, etc, all liability of the organiser is dropped.