

Raglan Rock Ltd – Terms and Conditions



1. Contract Formation

A binding contract is formed upon verbal or written confirmation of a booking by the customer and acceptance by Raglan Rock Ltd. By booking, the customer agrees to all terms and conditions outlined herein.

2. Scope of Agreement

Raglan Rock Ltd agrees to provide the services, as described in official promotional material or booking confirmations. The company reserves the right to make changes due to weather, safety concerns, or insufficient booking numbers.

Any additional costs incurred (e.g. personal gear, transport outside the standard offer) are the responsibility of the customer.

3. Pricing

Prices are listed in New Zealand Dollars (NZD) and include GST unless otherwise stated. Pricing is per person unless otherwise stated and is subject to change. Quoted prices are valid only at the time of booking confirmation.

4. Payment Terms

Individual Bookings: Require a deposit or full payment to confirm. Balance is due prior to trip start via EFTPOS, cash, or bank transfer. Credit and international card payments may incur a 2.51% surcharge.

Schools and Groups: A **20% non-refundable deposit** is required to confirm all group or school bookings. This deposit is calculated based on the originally quoted participant numbers at the time of booking and secures guides, equipment, and resources for your group.

The remaining balance will be invoiced after the trip, based on the final confirmed participant numbers provided **no later than one week before the commencement date**. These confirmed numbers will form the basis of the final invoice, unless amended at the discretion of management (e.g. in the case of verified illness).

Final payment is due **by the 20th of the month** following the trip. Failure to pay on time may result in cancellation or additional charges, as outlined in Section 5.

5. Cancellations and Modifications by Customer

All cancellations must be made in writing, with confirmation from Raglan Rock Ltd.

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

Tourism & Individual Bookings:

- 7+ days before the trip: Full refund
- 6 - 3 days before the trip: 50% fee
- <48 hours before the trip: 100% fee

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

- 7 days before the trip: 20%
- <48 hours before the trip: 100%

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

School & Group Bookings (Full Cancellation):

Please note: All school and group bookings require a non-refundable deposit of 20%, calculated on the original quoted participant numbers, or in certain cases, a separately agreed sum. This deposit will be retained in the event of full or partial cancellation.

Cancellation fees apply as follows:

- 4 weeks+ before the trip: Full refund (excluding the 20% non-refundable deposit)
- 3 weeks before the trip: 40% of the total booking fee
- 2 weeks before the trip: 50% of the total booking fee
- Less than 1 week before the trip: 100% of the total booking fee

Covid Clause:

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 cancellation is due to Government Alert Level restrictions or any other governmental rulings, a refund or reduced fee may apply at the organiser's discretion:

- 4+ weeks before the trip: Full refund
- <3 weeks before the trip: Loss-of-earnings fees apply:

Guides: hours booked × \$27.50/hour

Admin: hours booked × \$29.50/hour

Unrelated cancellations will be charged under the standard policy above.

Refunds for payments made by credit card may be subject to processing delays or incur a surcharge. These conditions will be clearly disclosed prior to purchase.

6. Cancellations by Raglan Rock Ltd

Raglan Rock Ltd reserves the right to withdraw from the contract at short notice. If the activity cannot be fulfilled as scheduled and no suitable alternative can be offered or accepted, any fees already paid will be refunded, less the value of services already rendered. No further compensation or damage claims will be accepted.

The organiser also reserves the right to cancel the activity at short notice if participant behaviour, omissions, or other actions jeopardise the safe or practical fulfilment of the activity. In such cases, the standard cancellation fees outlined in Section 5 will apply.

If a program or part of a program must be cancelled or curtailed due to safety concerns, minimum participant numbers, adverse weather, official restrictions, natural events, or other force majeure circumstances, Raglan Rock Ltd reserves the right to cancel or alter the program at any time. In these cases, a refund will be issued, less any costs for services already delivered, incurred expenses, or a reasonable handling fee.

All decisions made by Raglan Rock guides or activity leaders are final and made in the interest of participant safety. Where possible, Raglan Rock Ltd will offer an equivalent alternative or replacement service.

7. Force Majeure

Raglan Rock Ltd shall not be liable for any delay, alteration, or cancellation of services due to circumstances beyond our reasonable control. These include, but are not limited to, natural disasters, adverse weather conditions, fire, flood, war, terrorism, civil unrest, labour strikes, government regulations, pandemics (beyond current alert systems), or any other events that make it unsafe, unlawful, or impossible to carry out the activity as planned.

In such cases, Raglan Rock Ltd reserves the right to cancel, reschedule, or modify the activity without liability. Refunds, if applicable, will be considered on a case-by-case basis, taking into account any services already rendered, or expenses incurred.

8. Participant Responsibilities

Participants must:

- Be in good health and disclose any medical conditions or limitations prior to the activity.
- Not participate while under the influence of alcohol, recreational drugs, or medications that impair judgment.
- Follow all safety instructions provided by Raglan Rock Ltd staff, guides, and activity leaders at all times.
- Accept any emergency, dental, or surgical treatment deemed necessary by medical professionals during the activity.
- Have a level of spoken and understood English sufficient to follow safety instructions and communicate clearly in an emergency. This is essential to ensure the safety of the participant and others.

Failure to meet these conditions or follow instructions may result in exclusion from the activity without refund.

Note: Participants understand that the New Zealand Accident Compensation Corporation (ACC) provides only limited support to non-residents. Any medical costs not covered by ACC or a Community Services Card are the responsibility of the participant.

9. Acknowledgement of Risk

Adventure activities inherently involve risk, including but not limited to slips, trips, falls, submersion in water, impacts with natural or man-made objects, and exposure to environmental hazards such as wind, rain, temperature extremes, and variable terrain. Raglan Rock Ltd operates in accordance with the **Health and Safety at Work Act 2015** and is an audited and registered operator under the **Adventure Activities Regulations 2016**, which require robust safety management systems and independent safety certification.

We take all reasonably practicable steps to identify and minimise risks to participants, staff, and third parties. However, due to the nature of these activities, residual risk remains and cannot be completely eliminated.

By participating in any Raglan Rock activity, you acknowledge and voluntarily accept these risks. You also agree to follow all safety instructions given by our staff, guides, or activity leaders.

Participants must disclose any relevant medical or physical conditions prior to the activity, as failure to do so may increase risk and impact emergency response procedures.

10. ACC and Insurance

The Accident Compensation Corporation (ACC) provides limited cover for personal injury to New Zealand residents and visitors. All participants are strongly encouraged to obtain personal travel and medical insurance, including cover for outdoor adventure activities.

11. Privacy

We collect personal and medical information for safety and operational purposes. All data is handled securely in accordance with the Privacy Act 2020 and will not be shared without consent, except in emergencies.

12. Complaints and Appeals

If a participant has a concern or complaint during an activity, they must raise it with the guide or activity leader as soon as possible, so that Raglan Rock Ltd has an opportunity to address it at the time.

If the matter is not resolved during the activity, the participant may submit a written complaint within **four (4) weeks** of the activity's conclusion. Complaints must include relevant details and any supporting documentation and should be sent to the Raglan Rock Ltd booking office via email or post.

Late or unsupported complaints may not be accepted. Acknowledgement of the complaint by staff does not imply acceptance of liability. Raglan Rock Ltd will respond to all written complaints in a reasonable time frame and in good faith.

13. Liability and Legal Agreement

Raglan Rock Ltd is not liable for any loss, damage, or injury unless it is caused by proven negligence or a failure to take reasonably practicable steps to ensure participant safety. We are not responsible for the actions or omissions of third-party providers or any consequences arising from a participant's failure to follow instructions.

Participants understand that by signing the Risk Acknowledgment and Medical Disclaimer, they confirm their voluntary acceptance of the risks involved in adventure activities. While New Zealand's Accident Compensation Corporation (ACC) provides cover for personal injury, participants acknowledge that cover is limited and may not include associated costs (e.g. income loss or medical treatment not covered by ACC).

Nothing in these terms is intended to limit any rights participants may have under New Zealand law, including the Consumer Guarantees Act 1993 (unless contracted as a business service).

14. Legal Compliance

Raglan Rock Ltd complies with the **Health and Safety at Work Act 2015** and operates under the **Adventure Activities Regulations 2016**, which require independent safety audits and registration with WorkSafe New Zealand. We implement and regularly review safety management systems to provide safe, professionally guided outdoor experiences. We are committed to upholding the **Human Rights Act 1993**, including the right to freedom from discrimination. Where reasonably practicable, we will accommodate participants with disabilities or other specific needs, provided it does not compromise safety.

15. Jurisdiction

These Terms and Conditions are governed by the laws of New Zealand. Any disputes arising from participation in Raglan Rock Ltd activities, or in connection with these terms, shall be subject to the exclusive jurisdiction of the New Zealand courts.