

Terms & Conditions – Outback, Reef and Rainforest tour

Please read these terms and conditions carefully **before** booking your trip. Please contact us if you have questions.

“A 50% deposit is required to secure a spot on this trip. The payment of the balance of the trip is due on 1st April 2016

IF YOU CANCEL

If it is necessary for you to cancel your trip, you must notify us in writing by email, fax or letter immediately. We will then refund you the cost of your trip less the following charges:

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|----|--|--------------------|
| 1. | Cancelling before 14 March 2016..... | Full refund |
| 2. | Cancelling between 14 March and 1 April..... | 50% of total price |
| 3. | Cancelling after 1 April 2016..... | No Refund” |

Your refund will be calculated on the day we receive your written cancellation.

IF WE CANCEL

Learning Journeys may cancel a trip due to logistical or operational issues, or any other cause that makes the trip unfeasible for us to operate. We will attempt to advise you of such cancellations *at a minimum* of one month prior to departure. At that time we will endeavour to find an alternative trip date for you. If we do not find an alternative for you that is acceptable, you are entitled to a full refund and that will constitute full settlement. We may also cancel departures if forced to do so by circumstances such as war, civil or political unrest or what is commonly referred to as *force majeure*.

Force Majeure

In the case of Force Majeure (meaning a circumstance beyond Learning Journeys’ reasonable control including, but not limited to, war or threat of war, riot, civil strife, terrorist activity, industrial dispute, disease, industrial or nuclear disaster, adverse weather conditions, fire and strikes), Learning Journeys will not be liable for any delay, change or cancellation of trips.

Learning Journeys normally makes significant payments to its suppliers (hotels, outfitters, etc.) far in advance of the scheduled departure date. If a trip is cancelled due to force majeure, Learning Journeys will promptly refund the portion of the trip cost not already advanced to suppliers. Learning Journeys may, in its discretion, recover from its suppliers a refund of money paid in respect of any trip cancelled due to Force Majeure. Where this occurs, a refund will be given. Otherwise, Learning Journeys will not be liable to refund money paid in respect of a cancelled trip.

Please note Learning Journeys is also not responsible for expenses incurred while preparing for a cancelled trip (e.g., nonrefundable advance purchase air tickets, special equipment, visa fees, loss of enjoyment, etc.) or for any additional arrangements made before or after the cancelled trip.

REFUNDS

Prices are quoted as a package, and in many cases are based on group participation. Therefore, Learning Journeys does not give refunds for unused services, activities or meals. Additionally, no refunds will be given if you voluntarily leave a trip for any reason after the trip has begun. Refunds will be at the discretion of Learning Journeys should any participant be forced to leave a trip for any reason.



ITINERARIES & CHANGES

We will take every measure to ensure the accuracy of the website, promotional literature, itineraries and prices, but conditions can change and errors can occur. Circumstances beyond our control may also necessitate changes to our itineraries. In this case, guests should refer to the tour itinerary included in the Pre-Departure packet with the updates. Changing conditions in the field may also necessitate itinerary modifications after the trip has departed.

COMPLAINTS

Learning Journeys takes guest satisfaction and feedback quite seriously. This is why we give every guest who travels with us an Evaluation Form so that he or she may give us honest feedback, and if applicable, lodge a formal complaint with Learning Journeys.

Learning Journeys Educational Adventures

Should you have any complaints about any aspect of Learning Journeys' operations or our suppliers, tell your guide immediately or call our office. Most problems can be dealt with quickly. If you are not comfortable discussing the matter with your guide or if the problem is not rectified to your satisfaction, please inform us in writing. We will address your complaint in a prompt and professional manner within 5 working days of having received the complaint, and if appropriate, take remedial action.

You may contact us by email: info@learningjourneys.co.nz, by fax: + 64 7 579 2061 or by post: PO Box 3012, Tauranga 3030.

At no point will this dispute resolution process affect you exercising your rights to other legal remedies.

INSURANCE

You must have insurance coverage to protect you in the event of trip cancellation, protection to baggage, possessions and valuables and to cover against personal accident. This must cover risk associated with any all adventure and other activities included in the programme or that you choose do (with your parents' permission) as optional extras.

We will not be responsible for any loss, damage, or theft of your baggage, possessions or valuables under any circumstances.

RESPONSIBILITY OF THE PARTICIPANT

You are responsible for:

1. Speaking English whilst on the program.
2. Not consuming alcohol, not using illegal drugs, not smoking cigarettes and not engaging in sexual activity whilst on the programme.
3. Choosing a trip appropriate to your physical abilities and interests. Participants are responsible for being in sufficiently good health to participate on their trip and may be required to obtain a medical practitioner's clearance. Once a trip has been confirmed medical circumstances will not be considered as exceptions to our cancellation policy. Learning Journeys takes no responsibility regarding medical advice, medications or vaccinations that you or your doctor feel is necessary for your safe participation. All journeys are undertaken at your own risk and we reserve the right to refuse your participation in a particular activity or a complete journey if we believe it is for your own safety and the safety of other passengers.

4. Providing Learning Journeys with correct information regarding your personal details. This includes name, address, email, medical conditions and flight details. We will not be responsible for losses incurred due to incorrect, incomplete or inaccurate information.
5. Reading and understanding our Release, Discharge and Indemnity Waiver. You and one of your parents will be required to provide Learning Journeys with a signed Release, Discharge and Indemnity Waiver prior to trip departure (You will not be permitted to join a trip without this information on file).
6. Studying the pre-departure information sent to you, and arriving at the trip start with the recommended clothing and gear as specified on the Packing List.
7. Respecting the laws and customs of New Zealand.
8. Following the leader's directions in accordance with environmental guidelines and regulations. This includes abiding by Leave No Trace Environmental Ethics as instructed by the trip leader.
9. Respecting the rights and privacy of other trip members. Any cause of danger, distress or annoyance to the group will be acted upon. You may be asked to leave a trip if the guide feels that your continuing participation may prove detrimental to yourself or to the safety or well-being of other guests. Any expenses incurred from removal from a tour will be your responsibility.

RESPONSIBILITY OF LEARNING JOURNEYS

LIMIT OF LIABILITY

Learning Journeys will take all reasonable steps expected of a tour operator to ensure your safety and well-being.

Some days or activities and certain trips listed in this itinerary are operated by local tour operators contracted to Learning Journeys. While we select these contractors based on their full compliance with best practice safety and operational standards in the adventure and tourism industries, we assume no liability or responsibility in connection with any injury, death, loss, accident, damage, cancellation, delay or inconvenience to person or property which may result through the acts of any company or person engaged in carrying out arrangements of the trip or resulting directly from the following: acts of God, detention, annoyance, terrorism, thefts, pilferage, force majeure, civil disturbances, government restrictions or regulations, strikes, delays and expenses arising from quarantine, failure of any means of conveyance to arrive or depart as scheduled, discrepancies or change in transit or hotel services beyond the control of Learning Journeys.

Extreme care is taken in the contracting of all services, however we cannot be responsible for the errors or omissions of the suppliers or services. In the unlikely event that a supplier fails to honour their contract with us, we reserve the right to alter, change or cancel such services which are outlined in our website and promotional material. If and when such a change occurs, we will attempt to substitute a comparable service. However, we will not be liable for any difference in the quality or enjoyment.

You acknowledge that during the trip which you are choosing to participate in you are subjecting yourself to certain risks including, but not limited to: forces of nature, travel in remote areas and wilderness terrain, and transportation by coach. You recognise that such risks may be present at any time during the trip.

Learning Journeys reserves the right and trip participants agree to allow Learning Journeys to take photographic or film records of any of our trips and trip participants, and may use any such records for promotional and/or commercial purposes.

Payment of your deposit represents your acceptance of the above terms and conditions.