

Taupo Kayaking Adventures or Taupo Outdoor Adventures is the trading name for Taupo Kayaking Adventures Limited (“the Operator”).

A. We appreciate your custom and aspire to provide a friendly and safe experience.

B. All activities including those in which you (“I” and “you” “the customer”) have booked to engage (“the activities”) do carry a degree of risk and by participating in the activities provided by the Operator you are expressly assuming those risks personally and to the maximum extent permitted by law you release the Operator and its officers and employees from any liability, claims, losses, damages or expenses caused by any event

including but not limited to:

- Personal injury or death;
- Property loss or damage;
- Acts which may be construed as negligent or accidental;
- Any other loss, damage, suffering, emotional or nervous disorder.

1. In participating in the activity, I, the customer, agree to the conditions set out in A and B as above and consent to the Terms and Conditions set out below.

#### TERMS AND CONDITIONS

(a) I agree that my successors, executors, administrators and next-of-kin are bound by the Terms and Conditions;

(b) I agree not to commence any litigation or proceedings in any country in relation to the risks and perils I put myself at and to indemnify the Operator against any such claim;

(c) I confirm that I am physically fit and suffer from no medical conditions which may be aggravated by the activity;

(d) I consent to receive medical treatment in the case of injury, or illness during the activity and to indemnify the Operator against any claims in respect of that treatment;

(e) I agree that any films, sound, video or other records taken of or during the activity will not be used in any promotion or advertising without the prior consent of the Operator, however the Operator may use such recordings itself at its complete discretion without any prior approval from the customer;

(f) I agree to listen to my guide, host, skipper or boat staff, follow their instructions and make sure any children in my care do the same.

2. The Operator accepts no responsibility for any loss or additional expenses arising from changes, delays or cancellations of the services and activities of the Operator.

3. The Operator recommends that all customers have up-to-date travel insurance arrangements in case of unforeseen circumstances.

4. Payment: If paying by credit card, the name that will appear on the cardholder's statement will be "Taupo Kayaking Adventures". All prices on this website are quoted in New Zealand dollars and include GST.

5. Bookings: Advance bookings are essential for Tours. To confirm your reservation full payment must be received.

6. Changes to Booking:

Please contact us as soon as possible if you need to change a booking. We will do our best to meet your needs. However we reserve the right to charge a cancellation fee if any part of the activity is cancelled.

## 7. Cancellation Policy (Tours & Equipment Hire)

Please refer to our website by the following link

- For Tours: <https://www.tka.co.nz/cancellation-policy/>

- For Equipment Hire: <https://www.tka.co.nz/equipment-hire-cancellation-policy/>

If person is under the influence of alcohol or drugs and substances:

TKA staff member or guide reserve the right to stop a customer going on a trip (tour) / equipment hire if they believe they are under the influence of alcohol, illegal/illicit drugs and substances that may impair their judgement and performance. No tour or equipment hire refund will be provided.

## 8. Acknowledgement of Risk Statement / Customer Risk Disclosure Information:

Any adventure activity, inherits risks. Detailed risk management and safety procedures are observed, however there still is an element of risk.

Please refer to our website by the following link

- For Tours: <https://www.tka.co.nz/customer-risk-disclosure-information/>

Participants will be required to sign a Acknowledgment of Risk Statement form to this effect before starting our tour.

If person is under the influence of alcohol or drugs and substances:

TKA staff member or guide reserve the right to stop a customer going on a trip (tour) / equipment hire if they believe they are under the influence of alcohol, illegal/illicit drugs and substances that may impair their judgement and performance. No tour or equipment hire refund will be provided.

## 9. Other conditions:

Prices are subject to and based upon fares and tariffs, which are, to the best of the Operator's knowledge correct at the time of issue. This applies also to brochures advertising the Operator's services. However, prices are subject to price increase and any increases since the date of issue of the brochure are at the cost of the customer payable to the Operator.

10. The Operator is not liable for any injury, damage, loss, accident, delay and irregularity which may be occasioned, either by reason of weather, or any defect in any vehicle, vessel or aircraft or through the acts or defaults of any company or persons engaged in conveying passengers or in carrying out organisation or implementation of tours.

#### 11. Website:

All material on this website is copyrighted and cannot be used for any purpose without permission. This website may only be accessed via a standard web browser. Accessing this website via any other method (e.g. web scraping, automation simulation) or using this website or any information from this website as part of any system or for any purpose without our approval may result in user charges being levied.

#### 12. Changes to Terms and Conditions:

The Operator reserves the right to change these Terms and Conditions at any time without notifying users of this site.

#### 13. Payment:

Payment for booking is required in full at the time of booking. You agree to make payment via a debit to your nominated credit card. The amount debited will be an amount shown in New Zealand dollars (inclusive of New Zealand Goods and Services Tax) on the booking page prior to you clicking "Submit Payment" on that page and you will be charged to your credit card in the amount shown or converted to your local currency your credit card company. Depending upon the currency of the booking your credit card's currency in the country in which your card was issued, your credit card provider may impose foreign exchange fees and other fees in accordance with your arrangements with that credit card provider. The Operator is not responsible for currency conversion or any fees imposed by your credit card provider and any questions relating to such matters should be directed to them.

#### 14. Dietary Requirements:

Whilst we try to accommodate most notified special dietary requirements, this is not always possible.

#### 15. Information Pack:

On completion of your booking, you will be emailed a booking confirmation and details what time trip starts. Our website include important details about what you can expect, what you need to bring, what is supplied and where you need to be at what time. Please ensure that you read through this information thoroughly to ensure that you are adequately prepared. You are responsible for ensuring that you dress appropriately, that you have appropriate footwear to undertake the activity, and that you are in a fit medical state to undertake the activity.

16. The Operator reserves the right to change these Terms and Conditions at any time without notifying customers. Any future bookings you may make will be made subject to the terms and conditions which apply at the time the booking is made, and you are advised to read all the terms and conditions carefully on each occasion prior to making a booking.

17. Administration: If Taupo Kayaking Adventures goes into administration, all prepaid products (tours, equipment hire and gift vouchers) outstanding will be refunded. Forming part of our creditors payable.

18. Governing Law: This website and all component parts, including these Terms and Conditions are covered exclusively by the Laws of New Zealand and you agree to submit to the exclusive jurisdiction of the Courts of New Zealand.

**BOOK NOW:** By ticking "I have read and understood the Terms and Conditions of Travel" prior to clicking "Submit Payment" I undertake to be bound by the above Terms and Condition.