



**Soul Travel Ltd: Terms and Conditions**

## **Terms and conditions of Soul Travel Ltd**

We are Soul Travel, a company registered in New Zealand, number NZBN: 9429047918368

Our registered address is 67 Scott Road, R.D 26, Temuka 7986

These terms and conditions are your contract with us for provision of any Travel Services you book with us.

In this document, "you" and "your" include the lead-named person on the confirmation invoice (who must be at least 18 years old at the time of booking) and all persons on whose behalf you make a booking.

### **These are the agreed terms**

#### **1. Definitions**

"Travel" means [any adventure/holiday/event/activity] constituted in the services we offer.

"Travel Services" means our service in providing [any adventure/holiday/event/activity].

#### **2. The contract between us**

- 2.1. Soul Travel Ltd vary. Whatever service you choose, the terms of this contract will apply unless we indicate otherwise.
- 2.2. The contract between us comes into existence when we send our confirmation invoice to you. You will have undertaken to pay for your booking and we will have undertaken to provide you with the trip we describe in our brochure or on our website.
- 2.3. If we are unable to accept your booking, we will of course return your payment to you immediately.
- 2.4. When you make a booking with us, whether or not through our website, you have the benefit of our full compliance with the Consumer Guarantees Act 1993 and Fair Trading Act 1986
- 2.5. For you to make a booking, we require your deposit and a completed booking form, as provided on our website.
- 2.6. Our confirmation invoice will be sent to you by post or email. We may decline your booking for any reason and we do not have to give you the reason. If that happens we will return your money to you immediately and in any event within 14 days.

### **3. Your authority to book for others**

- 3.1. If you make a booking on behalf of others as well as yourself, you guarantee that you have the authority of each of those other people to enter into the contract and that you and they have agreed to be jointly and severally liable to us. You now accept personal liability for the acceptance and compliance of each of those people, with these contract terms.
- 3.2. It is your responsibility to ensure that all of the details on your travel documents are correct and notify us of any discrepancy or misunderstanding immediately. We shall also look only to you for making payments as they become due, ensuring the accuracy of the personal details and other information supplied by other members of your party and for whatever liaison communication is necessary between you and each other party to keep them fully informed.
- 3.3. As lead member of your party, we will deal only with you in our correspondence.

### **4. What is included in the price of a Soul Travel trip?**

- 4.1. travel from the meeting point to your return to the departure point (which is likely to be the same place);
- 4.2. accommodation and all meals (unless otherwise stated in the itinerary);
- 4.3. services of one or more representatives

### **5. What is NOT included?**

- 5.1. return flights to the holiday destinations;
- 5.2. all other costs incurred before you board transport at the meeting point and after you return to the departure point;
- 5.3. travel insurance or any other insurance personal to you;
- 5.4. passport and visa costs;
- 5.5. vaccinations and medication, before, during and after the Trip;
- 5.6. food and drink over and above what we include in the Trip;
- 5.7. gratuities you choose to give, in addition to any we give on your behalf where we consider appropriate.

### **6. Trip prices**

- 6.1. When you make your booking, we shall ask you for a deposit of [25] % of the total cost. Deposits are non-refundable, except as mentioned below, but in some cases may be transferable to another Soul Travel Trip. The balance of the price must be

paid at least [six weeks] before your departure date. If the balance is not paid on time, we shall cancel your travel arrangements and retain your deposit.

- 6.2. Any booking made less than [six weeks] prior to the departure date must be accompanied by full payment at the time of making the booking.
- 6.3. We shall not change the price of your booking once we have accepted your booking.

## **7. Special requests**

Any special requests relating to your travel arrangements must be sent to us at the time of booking in writing. While we try to meet your reasonable requests, we do not guarantee that they will be fulfilled. If we are able to confirm a special request, we will do so by confirmation in writing to you at least [6 weeks] before your departure date.

## **8. Minimum participants required for our Trips**

- 8.1. As stated on our website, a minimum number of participants are required in order for our Trips to go ahead. Therefore we have a right to cancel any Trip for which there are insufficient reservations.
- 8.2. In the event of any such cancellation, all deposits or other payments made specifically to Soul Travel Ltd will be refunded in full.
- 8.3. We reserve the right to cancel any trip, for which there are not enough bookings, not less than [four weeks] prior to the departure date. In the event of our cancellation, your deposit (and any other payment you may have made to us) will be refunded in full, or, if you prefer, transferred to an alternative Soul Travel Ltd trip.
- 8.4. You agree that all these provisions are reasonable.

## **9. Changing your booking**

We will always do our best to help you with any change to your booking. However, we give no guarantee that we shall succeed. If you require any change, you must tell us by email or in writing. A change will be subject to an administration charge of \$ [70] plus any costs we incur in making the change for you. Please note that costs are likely to be higher, the closer you are to the departure date. Most travel arrangements cannot be changed once a reservation has been made.

## **10. Transferring your booking**

If you would like to transfer your booking from one person to another, the following terms apply:

- 10.1. The transferee must satisfy any special conditions or qualifications applicable to the Trip.

- 10.2. You must inform us about your intention to transfer your booking to the transferee at least [seven] days before the departure date in writing or through email.
- 10.3. You and the transferee will accept that you and he/she will be jointly and severally liable for full payment of any outstanding sums due in respect of the booking as well as fees, charges or other costs arising from the transfer.
- 10.4. Our administration charge for a transfer made more than [07 / 20/ 30] days before departure is \$ [100]. For transfer made within [07 / 20/ 30] days before departure the administration charge is \$ [200].
- 10.5. Please note that some airlines may treat your transfer as a cancellation and re-booking, effectively making your requirement impossible. If this happens we will try to find an alternative flight but this may cost more than the original flight.
- 10.6. We will not refund or compensate you if changes made to your booking, or re-booking, leave you paying for parts of the Trip/Service which you do not use.

## **11. Cancellation by you**

- 11.1. If you or a member of your party needs to cancel your booking, you must tell us by email or in writing. We will not accept a cancellation by telephone alone. Cancellation incurs costs for us. Costs vary considerably and are not always precisely identifiable.
- 11.2. If you or a member of your party cancels your booking due to an uncontrollable event affecting the Trip then we shall not charge any cancellation fee as set out in last previous paragraph. Other terms set out in this paragraph shall apply as is.
- 11.3. In any circumstances giving rise to cancellation, we will consider allowing you to transfer the money you have paid, to some other Soul Travel Trip you choose. But whether we do so is in our discretion, for which we do not have to give a reason.
- 11.4. In any of the above circumstances, we will return any money due to you within [14 days].

**Note: we strongly recommend that you take out holiday insurance which covers the cost of cancellation.**

## **12. If we cancel your Trip or make changes**

Because we make travel arrangements far in advance, we sometimes have to change an arrangement and occasionally even cancel a Trip. If that happens the following terms apply:

- 12.1. We will always inform you as soon as possible about any change. If that happens you may:
  - 12.1.1 accept the change; or
  - 12.1.2 accept our offer of alternative travel arrangements of a comparable standard; or

- 12.1.3 cancel your booking, whereupon we will give you a full refund of all money paid.
- 12.2. We will not compensate you for minor changes outside our control. Examples are changes to flight times, aircraft type or different carriers.
- 12.3. Provided your final payment has been made we will cancel your travel arrangement only in circumstances where we have no choice but to do so.

### **13. If you have a complaint**

Your point of contact during the Trip will be:

*Deb Gee: Phone 027 6061810 or Email [hello@soultravel.co.nz](mailto:hello@soultravel.co.nz)*

If you have a problem during your Holiday it is most important that you immediately inform the relevant provider as well as our representative. If you complain only after you have returned home, we shall not be able to investigate the problem - for your benefit and ours. If that happens, you may lose your right to compensation.

If you feel our representative has not resolved to your problem please write to us within [14] days of your return giving us full details of your Holiday and concise details of the complaint and any subsequent history.

### **14. Limitations on our liability**

- 14.1. We want you to enjoy a perfect holiday with Soul Travel Ltd. We shall do our best to make this experience special for you. Nonetheless, we must make clear the limitations in law.
- 14.2. If we fail to provide the Trip set out on our website or in our brochure and to which these terms apply, we will pay you appropriate compensation. We are not liable if any failure is due to:
  - 14.2.1 your own carelessness or negligence in any aspect of your behaviour whilst on Holiday;
  - 14.2.2 medical emergencies;
  - 14.2.3 laws, culture and standards of service and behaviour in any country we may visit;
  - 14.2.4 changes we reasonably make to an itinerary or to accommodation or any other aspect of the management of your booking;
  - 14.2.5 some third party unconnected with the provision of travel arrangements where we could not reasonably have foreseen or avoided those circumstances;
  - 14.2.6 any other unusual and unforeseeable circumstances beyond our control;

- 14.2.7 a specific event or series of events which we or our contractors or providers could not reasonably have foreseen or prevented;
- 14.3. We and you are subject to international conventions, when they apply. This may limit the amount of a claim you may make, against us or anyone else.
- 14.4. The services and features included in your booking are those specified in our website. If you choose to buy other goods or services during your Holiday, those are not part of our service, even if our representative helps you to buy or arrange them. Accordingly we are not liable to you for any happening in connection with that service or goods.
- 14.5. It is a condition of this contract that you take out a policy of travel insurance for every trip outside New Zealand. You alone are wholly responsible for arranging your insurance. The period of cover should start no later than the date you make your booking with us.

## **15. Passport, visa and immigration requirements**

It is extremely important that you obtain and carefully check travel and immigration documents required for each country you visit. You alone are responsible for obtaining required travel documents for your party. We do not accept responsibility for any delay or problem which may occur in this connection. If we have local representation at the time of any such problem, we will assist you as far as reasonably possible to resolve it. However, for the benefit of other people on that holiday, it will not be possible to delay or change travel arrangements or events which will affect others in the tour group.

## **16. Help we need from you**

Your information pack will provide details about your chosen Trip, but the following are contractual matters:

- 16.1. Most Soul Travel Trips require reasonable physical fitness and appropriate footwear. You should be prepared to walk up to a couple of kilometres a day, sometimes on uneven or slippery surfaces.
- 16.2. To satisfy the majority of our clients, we apply "no smoking" rules in the same way that they are applied by law in New Zealand. Please note however, that smoking is permitted in some countries we may visit so we cannot prevent third parties from smoking in a bar or restaurant.
- 16.3. If we provide medical help to you, whether or not you specifically ask for it, we will provide receipts for all costs (for your insurer) and you now agree to repay us that cost on your return from the Holiday.
- 16.4. If at any time, it is our opinion (given by any of our staff or representative) that you are acting in a way which may cause accident, injury, discomfort or extreme displeasure to any other member, we may exclude you from the programme for the remainder of the Trip. You will understand that this extreme action will not be taken lightly but may be necessary to protect the health, safety or enjoyment of other travellers.

## **17. Terms and conditions of third party providers**

Many of the services we provide, including options which may occur from time to time during your Trip, are provided by third parties and not directly by us. Each has their own terms and conditions. Whilst the law provides that we are liable to you in the round, for any failure connected with such a provider, our obligations do not cover every contractual term.

Accordingly, instances may arise where you have no redress, for example, in the purchase of locally produced goods. If our representative warns you of a possible problem, for example related to food, and you choose not to take that advice, then we are not liable for any problem which may arise.

## **18. Miscellaneous matters**

- 18.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 18.2. Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.
- 18.3. No failure or delay by any party to exercise any right, power or remedy will operate as a waiver nor indicate any intention to reduce that or any other right in the future.
- 18.4. The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.
- 18.5. For the purposes of the Privacy Act 2020 each party consents to the processing of his personal information (in manual, electronic or any other form) relevant to this agreement, by the other [and/or any agent or third party nominated by that other] [and bound by a duty of confidentiality].
- 18.6. In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.
- 18.7. This agreement does not give any right to any third party under the Contract and Commercial Law Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of the directors, officers, employees, subcontractors, agents and affiliated companies of a party, may be enforced under that Act.
- 18.8. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by express post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;



If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender. *[Take care before agreeing to accept service by e-mail. It may be convenient, but the parties could miss or accidentally delete the message].*

- 18.9. The validity, construction and performance of this agreement shall be governed by the laws of New Zealand and the parties agree that any dispute arising from it shall be litigated only in that country.