

TERMS & CONDITIONS

These terms and conditions constitute a summary only of the full Kirra terms and conditions applicable to your booking (the Terms). The Terms are available for you to view under the section headed Terms & Conditions at: www.kirratours.com.au

You acknowledge and warrant to Kirra that you have accessed, read and accept the Terms by making a booking with Kirra.

1. Brochure Validity

This brochure is valid from 01 September 2016 until 30 September 2017 unless replaced by a subsequent edition.

2. Contracting Party

Any reference to Kirra in these key terms and conditions means Kirra Holidays.

3. Tour and Holiday Prices

All prices quoted in this brochure are in Australian Dollars.

GST is included in all prices quoted in Kirra brochures, unless specified otherwise. Pricing is subject to currency exchange fluctuations and Kirra Holidays reserves the right to amend without notice any prices in this brochure. Pricing will be guaranteed only after Kirra Holidays has received total payment.

Current valid prices will be advised on request and confirmation by way of invoice to your travel agent when your booking is made.

4. Reservations and Payments

A non-refundable deposit of \$200 per person is required to confirm your booking. Failure to pay the deposit within 10 days of booking may result in the cancellation of your reservation by Kirra Holidays. Full and final payment of all tours and holidays must be received by Kirra no later than 60 days prior to departure date. If full payment is not received by this date, we reserve the right to cancel the booking. Bookings made within 60 days of travel date must be paid in full upon confirmation.

5. Amendments and Late Bookings

Any amendments requested by you, once your reservation has been confirmed, may incur a minimum charge of \$25 per file to cover administration and communication costs. Bookings made within 15 days of departure date may be subject to a \$50 per person late booking fee.

6. Cancellation by you

Having accepted your booking, should it become necessary for you to cancel your reservation 60 days or more prior to departure date, your deposit only shall be forfeited. Cancellations made within 60 days of departure date will incur the following charges:

(Expressed as a percentage of the confirmed tour & holiday price).

- 59-30 days prior to departure - 50%
- 29-15 days prior to departure - 75%
- 14 days or less prior to departure - 100%

7. Refunds

No refunds will be made once travel has commenced nor will any refund be available in respect of any tours, accommodation, hires, services or inclusions not utilised. Product and service providers are unable to authorise any refund on Kirra's behalf.

8. Amendments and Cancellations Made By Kirra

It is highly unlikely that we will have to make any changes to your tour after you book but as we plan the arrangements many months in advance, we may occasionally have to make minor alterations. You will be notified at the time of booking of any known changes in itinerary, hotels or tour price and you are under no obligation to continue with your booking should these prove unsuitable. We reserve the right to change travel arrangements once a reservation has been confirmed due to safety, adverse weather or any operational reason whatsoever and will notify you or your travel agent as soon as it is reasonably possible to do so. Please note that compensation will not be payable if we are forced to cancel or in any way change your holiday as a result of war, or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions, technical problems affecting transport or any similar events beyond our control nor will we be liable for flight delays or changes to your holiday for health or safety reasons.

9. Inclusions and exclusions

Without limitation, unless specified otherwise by Kirra in writing, the price of your booking shall not cover airport arrival/departure taxes or any other airline fees or charges, travel agent fees and charges, charges for excess luggage, personal services, gratuities, laundry, drinks, meals (unless stated in the itinerary), pre-travel documentation, personal accident and medical expenses and incidental expenses including all communication charges, all of which are your sole responsibility.

10. Surcharges

Any price quoted by Kirra may be subject to surcharges.

11. Delays to travel

(a) Kirra does not incur any liability for airfares purchased by travel agents or clients online via the internet.

(b) In the unlikely event that a tour is cancelled Kirra will not be held responsible for fees applicable to reissuing or changing flights.

12. Passport and Visas

Please check with your travel agent or airline at time of booking as to the precise requirements and procedures for obtaining passports or visas. It is the responsibility of the traveller to hold the correct travel documents.

13. Health And Fitness

All passengers must warrant that they are reasonably fit and healthy to participate in the tours and holidays. Passengers requiring medical and physical assistance must be accompanied by a companion as Kirra Holidays, their Tour Hosts or agents can not provide this service.

14. Complaints

In the unlikely event that a problem occurs during your holiday, it is important that you immediately inform your Coach Captain or the provider of the service. If that is not sufficient to resolve the matter then contact the NZ office of Kirra Holidays. If your complaint cannot be resolved satisfactorily at that time, you must write to our office within 30 days of your return to your home country supplying all the relevant details.

15. Special Requests

We will endeavour to fulfill any special requests (eg. special room or dietary requirements) and will pass on your request to our suppliers. You must advise us of any such requirement at the time of booking in writing no later than 45 days prior to departure. Kirra has limitations on the number of wheelchair travellers it can cater for. Please contact us for availability.

16. Minors & Children

Passengers under the age of 16 must be accompanied by a parent or guardian at all times during any tour. Children fares are available on application. Unfortunately children under 5 are not allowed on our touring programs and children under the age of 16 are not permitted on our Platinum Collection small group touring program.

17. Holiday duration

The first and last day of your holiday itinerary are travelling days and therefore depending on flight arrival/departure times, may not necessarily be a whole day.

18. Travel Insurance

Travel insurance is not included in your tour cost. It is strongly recommended that insurance be taken out to protect you against cancellation charges, loss or damage of personal effects, ill health and medical expenses and any other unforeseen insurable events. Please discuss this with your travel agent at time of booking.

19. Independent arrangements & excursions

Any air and land arrangements you make independently which do not form part of the tour are entirely done so at your own risk. Should you book any excursions or additional travel arrangements while on your holiday with us, please note we act only as your booking agent and should anything go wrong with any such arrangements, your rights will lie solely against the organisations supplying such arrangements.

20. Liability

20.1 Responsibility: You acknowledge and agree that Kirra accepts no responsibility and will not be liable to you or any third party for any loss, cost or damage (including loss of enjoyment) suffered directly or indirectly in connection with:

- (a) any risks or other aspects of any tour or other travel arrangement notified to you by or on behalf of Kirra (in these Terms or otherwise);
- (b) any change to your itinerary or delays in departure or arrival times of aircraft or otherwise during the conduct of any tour or other travel arrangement;
- (c) any loss or damage to your baggage;
- (d) any personal injury or death resulting from the acts or omissions or negligence of any third parties providing goods or services to you during your tour or other travel arrangements including, without limitation, air carriers, hotels, restaurateurs, transportation providers and/or medical personnel; or
- (e) any loss of enjoyment by you due to circumstances outlined in these Terms or otherwise beyond Kirra control.
- (f) Passengers will not be permitted to embark or continue on tour while their mental or physical condition is, in the opinion of any representative of Kirra, such as to render them incapable of caring for themselves, or whereby they become objectionable to other passengers, or they become a hazard to themselves or other passengers.

20.2 Total liability: Notwithstanding any other provision of these Terms, and to the maximum extent permitted by law, Kirra maximum liability to you or any third party (including any claims of negligence on the part of Kirra) is limited to the amounts actually paid by you with respect to your booking (excluding insurance premiums, Variation Fees and Additional fees (as applicable)).

20.3 Consequential loss: Kirra will not be liable for any loss of enjoyment, opportunity, profit, savings, revenue or interest or any other consequential or indirect, incidental, special or punitive loss, damage or expenses even if Kirra has been advised of their possible existence and even if such loss, damage or expense is caused by Kirra negligence.

20.4 Indemnity: You agree to indemnify Kirra for any loss or damage suffered by Kirra as a result of, or in connection with, any breach of these Terms or any negligence or wilful default, by you (or any other person covered by your booking).

20.5 Force Majeure: Kirra shall not be liable for any delay or for any failure to fulfil its obligations under these Terms (or any service obligations to you) if the failure or delay arises directly or indirectly from or as a consequence of any Force Majeure Event (as defined in the Terms).

21. Accident Compensation Scheme

You acknowledge that New Zealand has a no fault law and claims are handled by the Accident Compensation Commission ("ACC") pursuant to governing legislation, including the Accident Compensation Act 2001. Because of the wide range of help available from ACC after an injury, you can't sue for personal injury in New Zealand, except for exemplary damages.

22. General

22.1 The Terms may be subject to amendment by Kirra from time to time.

22.2 Additional terms and conditions (over and above those specified in the Terms) may apply to your booking and will be advised by your Kirra representative at the time of booking (or variation thereof).

22.3 The Terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

22.4 This summary together with the Terms constitute the entire agreement between the parties about its subject matter and any previous agreements, understandings and negotiations on that subject matter have no effect.

23. Responsibility

This brochure is the sole responsibility of Kirra Holidays who will exercise all possible diligence in matters within their control relating to travel arrangements, accommodation and all the other services featured in any of the tours. Scenes depicted within this brochure are not necessarily included in the tours or holidays. No part of this brochure may be reproduced without Kirra's prior written permission.

Travel Agents: Brochure distribution through TIFS. To request copies of any Kirra Holidays brochures, please visit our website www.kirratours.com.au or use our freecall phone number 1800 888 242.

Kirra Holidays is a full member of ITOC. ITOC, the Inbound Tour Operators Council of New Zealand, is a self-regulating organisation committed to maintaining quality, integrity and professional excellence with membership dependent on meeting stringent financial criteria. Kirra Holidays are also full members of ATAS, the travel industry accreditation scheme. ATAS accreditation allows you to book with confidence, knowing you're in the safe hands of trusted and reputable travel professionals.