



Educating Adventures Limited Booking Terms and Conditions (Group Travel)



Safety and Financial Security Assured

The booking terms and conditions set out below and the general information on our website and in our brochures and correspondence apply to all bookings with Educating Adventures Limited. Changes to the booking terms and conditions will only be valid if Educating Adventures Limited confirms in writing.

1 Contract

A binding contract is only entered into when Educating Adventures Limited has issued a confirmation invoice. The confirmation invoice is issued once we have received the completed and signed booking form together with payment of the deposit and once we have secured the necessary arrangements for your program. In the event that we are unable to obtain confirmation and cannot offer an alternative, a refund will be issued. If something is incorrect on your confirmation invoice please contact us immediately.

2 Prices and Payment

We will do our best to ensure that prices and quotes listed on our website, in our phone conversations and in our correspondence (such as program proposals, emails, newsletters, faxes) are accurate. Prices are subject to change until full payment is received.

The timing of payments will vary depending on the requirements of the excursion providers and operators we use. Details of any outstanding program deposits and final payments will be set out on your confirmation invoice. All payments must be processed by electronic wire transfer of funds unless prior written agreement is obtained. You will be responsible for all associated transaction and exchange rate costs if these instructions are not followed.

Any payments for flights, insurance or stopovers we have organised on your behalf (and that do not form part of your package with Educating Adventures Limited) will be made directly to the respective Licensed Travel Agent and you will be bound by the Licensed Travel Agents booking terms and conditions.

3 Alterations by you

Any alterations to your program itinerary must be communicated to us in writing. We will do our best to implement any changes subject to availability and payment of any increased costs incurred by ourselves and any costs or charges incurred or imposed by any of our excursion providers or operators. Please note that airlines do not normally permit name changes for flight tickets issued.

4 Cancellation by you

You or any group member may cancel your program at any time provided that the person signing the booking form confirms the cancellation in writing. In the event of a cancellation on your part, Educating Adventures Limited will endeavour to recover any payments made to excursion providers and operators and these will be returned to you after deducting any administration and other cost including non-refundable deposits or payments. A cancellation by you or any group member prior to payment of outstanding program deposits and final payments may result in surcharges for remaining group members.

5 Alterations or Cancellations by us

We start planning the programs we offer months in advance. Whilst we always endeavor to avoid making changes and cancellations we reserve the right to do so. Please note the options below are not available where any minor change is made.

5.1 Significant alterations

We will notify you as soon as possible of significant alterations such as a change of destination or lower standard of accommodation. If travel has not commenced we will offer you the option for accepting the modification, changing the booking to an alternative program or canceling and receiving a refund of payments made. If the modification is cheaper we will refund the difference or if it is more expensive you will be required to pay the difference. If travel has commenced we will take all reasonable steps to arrange suitable alternatives in consultation with you.

5.2 Cancellations by us

On rare occasions we may need to cancel your program in which case we will notify you as soon as reasonably possible. Unless the cancellation is due to a circumstance beyond our control (see below 5.3) we will provide a refund of payments made. If you do not make payments on time as outlined in the confirmation invoice we reserve the right to cancel your program.

5.3 Circumstances beyond our control

Occasionally we may have to change or cancel your program as a result of factors outside our control or where we or any excursion provider or operator could not foresee or avoid after taking all reasonable care. Examples are war or threat of war, riots, civil strife, terrorist activity, fire or adverse weather conditions. We cannot pay any compensation, expenses, losses or any amount or otherwise accept responsibility as a result of circumstances beyond our control.

5.4 Refunds for services not utilised

We do our best to make sure connections and transfers and other program activities go smoothly but this may not always be possible due to flight cancellations, local political situations, weather, mechanical breakdown, or other unforeseen circumstances. Refunds for services not utilised will be made based on our excursion providers and operators policies.

5.5 Final decision

In the event of any changes, Educating Adventures Limited will take all reasonable steps to arrange suitable alternatives. This will involve consultation with you but the final decision rests with Educating Adventures Limited.

6 Exchange Rates

Prices are quoted and payable in your home country currency unless detailed otherwise on your confirmation invoice. These amounts should be used as a guide only as they are subject to change based on applicable exchange rates at time of payment.

7 Travel Insurance

It is an essential condition of your program that you take out adequate travel insurance prior to booking. We cannot be responsible for your costs if you fail to do so. The insurance should cover you if you have to cancel your program or for any emergencies that arise while you are away. Please make sure it covers personal liability, transportation delays, and includes full winter sports cover (where required). We cannot provide compensation in the event of delay. It should also cover the costs of repatriation or replacement of any supervisory staff due to any accident, loss, injury, sickness, death or damage prior to or during the program. You may be required to pay for medical and other insurance related costs upfront. It is your responsibility to have adequate monies such as cash, cheques or credit card facilities to cover these costs.

8 Liability

- 8.1 As Educating Adventures Limited and its employees, representatives and agents act only as a booking agent no liability whatsoever is accepted for any aspect of the arrangements and, in particular, no liability is accepted for any accidents, loss, injury, sickness, death or damage you may suffer prior to, during or after any program or excursion.
- 8.2 Without limiting clause 8.1 and in specific regard to skiing and snow boarding, you acknowledge that using a ski area, including its lifts and participation in resort activities for any purpose can be hazardous and you assume all risks. You agree to hold harmless, release, defend and indemnify Educating Adventures Limited, their employees, representatives and agents from all liabilities and/or claims for injury or death to persons or damage to property.
- 8.3 Party Leaders and other accompanying supervisory staff are under no circumstances employees (assumed or otherwise) of Educating Adventures Limited. We accept no liability for the screening and selection of party leaders or other supervisory staff member.
- 8.4 We accept no liability for the costs associated of your group failing to take out adequate travel insurance prior to booking your program, including the costs of repatriation or replacement of any supervisory staff due to any accident, loss, injury, sickness, death or damage prior to or during the program.
- 8.5 While the review and updating of our Safety Management System is ongoing we accept no liability for its contents.
- 8.6 Educating Adventures Limited is not responsible for any outside arrangements you may make while participating in our program.
- 8.7 Optional and other activities may not be available at all times as these are managed by independent local operators. We have no control over their availability or prices.
- 8.8 Without limiting clauses 8.1 to 8.7 Educating Adventures Limited liability in respect of all other losses shall be limited to the invoiced value of the program.
- 8.9 Your contract with Educating Adventures Limited is subject to New Zealand law and the exclusive jurisdiction of New Zealand Courts.

9 Conditions of Excursion Providers and Operators

Excursion providers and operators provide services in accordance with their own terms and conditions and you will be bound by these terms and conditions. Some of these terms and conditions may limit or exclude their liability to you. Copies of the relevant parts of these terms and conditions are available. You and or legal guardians of group members under the age of 18 may be required to read and accept the booking terms and conditions prior to or during your program.

10 Your Responsibilities

10.1 Parental Authority

All party leaders are required to act 'in loco parentis' for group members under the age of 18 for the duration of the program. You are therefore required to obtain parental authority from the parent or guardian of every traveling minor before departure. This will ensure immediate medical treatment in the case of an emergency. We recommend that you bring two copies with you, one for the medical centre and one for your own personal records. Party leaders should also have emergency contact details for the parents or guardians of all group members including partners or next of kin for other supervising staff. Please leave a copy of the medical release forms and group member contact details at the nominated emergency contact number in your home country.

10.2 Program Approval

The party leader is responsible for ensuring that the program (including program activities) meets the requirements and is approved by any relevant local education authority or governing body.

10.3 Documentation

You must ensure that you have all the necessary documentation to complete your journey including valid machine readable passports in good condition with adequate time to expiry and any required visas. You should check requirements with relevant embassies if unsure. We recommend that party leaders carry a photocopy of each group member's passport in case the original is lost or stolen during the program. If you are unable to travel due to incomplete or incorrect travel documents (passport or visa), there is very little we can do to help. You will also be responsible for all associated costs.

10.4 Transportation

You must ensure that you arrive in good time to board flights and that you are ready on time for other transfers and forms of transport. We recommend that you confirm departure times with transport providers prior to travel. If you miss a transfer or the departure of a flight we will endeavor to arrange alternative transportation for you but we reserve the right to recover any additional costs that we incur as a result. It is your responsibility to arrange transport to and from your home country departure or arrival point.

10.5 Health

You must notify us of any special medical conditions that group members may have. You may experience altitudes sickness or face extreme temperatures and levels of humidity. If you have any respiratory or heart conditions then a confirmation of fitness to participate in the program must be obtained from your medical practitioner.

10.6 Security and Safety

You must seek your own advice regarding safety and security. Before you travel you should obtain overseas travel advice, tips and up-to-date country information from relevant consulates and embassies.

10.7 Credit Card Deposits and Extra Charges

You may be required to provide a credit card imprint against loss/damages to rooms and other equipment used during your program such as snow sports rental equipment. You should carry out an inspection of the rooms on arrival and equipment prior to use to ensure that there are no existing damages or faults. This is important as any damages/faults not identified at this stage will most likely be attributed to your group when the room or equipment is inspected at the end of your stay and you would then be liable for any reparation costs. You may incur extra charges for hotel services used that are not included in the 'room charge' such as telephones, safes, movie rentals and sporting facilities.

10.8 Supervision and Behaviour

Educating Adventures Limited will be responsible for overseeing the program. You agree to accept the authority and decisions of our program representatives, excursion providers and other operators while on program. If in their opinion the health or conduct of a group member is, or is likely to be, detrimental to the safety, welfare or enjoyment of the remainder of the group or the general public then that group member may be excluded from all or part of the program without recourse to refund.

Party leaders will be responsible for ensuring that the students are fully supervised at all times and that any instructions or safety briefings are followed. They are also responsible for maintaining discipline and good behaviour. Party leaders and accompanying staff are also responsible for group members health issues such as injury, travel sickness and homesickness. In the event of injury it will be the responsibility of the party leader and other supervising staff to organise travel homeward if this is required.

Where activities or services are run by qualified instructors (such as snow sports lessons) the party leader or other supervising staff need not be with the group if this is agreed with the instructor beforehand. This should be permitted and meet the requirements of any local education authority and governing body. If there is no local education authority or governing body (or detailed requirements) the parents or guardian of group members must be informed and agree. The instructor should be advised how the party leader and other supervising staff can be contacted in case of difficulty. The party leader or other supervising staff must be present at the start and finish of the activity to liaise with the instructor. Educating Adventures Limited will not undertake supervision of group members except in an emergency.

10.9 Risk Assessments

Most activities carry a degree of inherent risk. Party leaders should ensure that programs and activities are appropriate to the age, abilities and size of their group. Educating Adventures Limited Safety Management System should not be relied upon as a complete risk assessment tool. It should be used in conjunction with any risk assessment and other planning documentation party leaders may be required to complete.

10.10 Supervisory Staff and Supervision Ratios

Accompanying supervisory staff (including screening and selection of) and the ratio of supervising staff to group members under the age of 18 must meet the requirements of your local education authority or governing body. If there is no local education authority or governing body (or detailed requirements) the parents or guardian of group members must be informed and agree.

Accompanying supervisory staff and ratios chosen should also be appropriate to the nature of the program, activities chosen, and the age, sex and abilities of group members (refer clause 10.9). Supervisory staff must have the necessary skills and experience required for the program. Supervision ratios should also allow for the inability of one or more staff members to perform their supervisory duties due to any accident, loss, injury, sickness, death or damage during the program.

10.11 Special Requests

If you have special needs or requests such as dietary restrictions please let us know at the time of booking. We will make every effort to ensure your requests are met but no guarantee is given.

11 Complaints

In the unlikely event that a problem occurs during your Program, it is important that you immediately inform your Educating Adventures Limited representative or the provider of the service. If your complaint cannot be resolved satisfactorily at that time, you must write to our office within 28 days of your return to your home country supplying all the relevant details.

12 Acceptance

The person who signs the booking form is the party leader. He or she must be over 18 and must be authorised to make the booking on behalf of all group members. The party leader is responsible for making all payments. He or she also agrees to provide accurate and full information to the remainder of the group (including accompanying supervisory staff) in relation to the booking, and, by signing the booking form, confirms that all the other group members, including any that may be added at a later date, agree to be bound by these conditions.

I have read and accepted the above booking terms and conditions and agree to all terms and conditions:

(Please contact us if you have any concerns or questions prior to signing):

Party Leader Full Name:

Signature (Type initials and surname):

Date:

Contact Details

Party Leader Telephone Number:

Party Leader Mobile Number:

Emergency Contact Name:

Relationship:

Telephone Number:

School Details

School Name: _____ :

School Address: _____ :

School Telephone Number:

School Contact email Address:

Health & Medical

I agree that all medical conditions or requirements relating to our group are as outlined in our School Group Details Form

Educating Adventures Limited Office Use Only

Received by:

Date received:

Date deposit received & amount:

Date final payment received & amount: