

MAHER TOURS TERMS AND CONDITIONS

Maher Tours accepts this booking and agree to arrange travel facilities on any tour upon the following conditions:

1. PRICES

1.1 All prices shown in this brochure are on a per person basis.
1.2 Events beyond our control, such as currency fluctuations, changes to price of aviation fuel or changes to cost of services or facilities may result in the prices charged to you being different from those shown in this brochure.

2. HOW TO BOOK

2.1 Book as early as possible by sending a deposit for the amount specified on the tour brochure to us. A confirmation will be sent to you. Receipt of deposit will be taken as understanding by us that the participant has read and agrees to these terms and conditions.

3. PAYMENT

3.1 Initial deposit payment is outlined in the tour brochure. Any additional deposit payment will be advised in your confirmation letter. Prices quoted in this brochure are for internet banking only. For payment by Visa or Mastercard, please contact this office for amended costs. Final payment date will be advised upon receipt of the tour booking.

4. HEALTH AND FITNESS

4.1 Travellers should be, and acknowledge they are, prior to the tour commencing, in good health and able to walk required distances to participate in all activities as outlined in the brochure. You indemnify us from all actions, claims and demands arising out of any health or fitness implications, including our right to remove the traveller from the tour. Should this occur you agree Maher Tours has no liability to you for any loss because of not continuing on the tour, nor additional expenses for your return home.

5. CANCELLATIONS

5.1 Unless otherwise specified in our confirmation letter to you, or subsequently advised to you, cancellation fees apply as follows:

- 1. Initial Deposit is fully refundable for any reason up to 30 days from receipt of deposit. After 30 days the deposit is non-refundable.
- 2. Any additional deposits required are non-refundable once paid.
- 2. Any cancellations received after full payment has been made, only monies recovered from suppliers will be refunded.

5.2 If after departure, for whatever reason you do not utilise the included tour arrangements, no refund for these unutilised arrangements will be made.

5.3 We reserve the right to cancel any tour (subject to the tour not having minimum numbers, or any other reason) and make a full refund of deposit.

6. INSURANCE

6.1 You agree that we have no liability for any loss or damage of any kind you may suffer resulting from cancellation, loss of luggage and personal property, medical expenses and any effects of accident. We recommend that you insure yourself fully against these events, but we take no responsibility for this.

7. PASSPORT, HEALTH AND VISA REQUIREMENTS

7.1 For all tours you will require a valid passport. On some tours you will require a visa and health inoculations to enter various countries. Details of these requirements will be supplied to you prior to your departure.

8. SHARE TWIN ROOMS

8.1 If you are travelling alone and prefer to share a room with someone else you must indicate this on the booking form. We will endeavour to arrange a person to share with you. If we are unable to arrange this, the single supplement will apply.

We accept no responsibility for the compatibility of travellers under this arrangement. Any requests to alter rooming arrangements due to lack of compatibility by either traveller that result in additional costs incurred will be shared by both travellers and subject to availability.

9. ITEMS NOT COVERED

9.1 Unless otherwise specified the cost of meals, drinks, laundry, insurance, airport and government departure taxes, passport and /or visa fees are not included.

10. OUR RESPONSIBILITY TO YOU

10.1 As your tour operator we are responsible to you for organising your tour arrangements. We book and package arrangements from various suppliers. They are responsible to us to supply services we require for the tour. The flights, coach journey, cruises and all travel and hotel accommodation are not actually provided by us but by reputable carriers, cruise operators and hoteliers. We take all possible care to ensure that suppliers of services to our tours maintain a high standard. We do not own or control the cruise operators, carriers or hoteliers and we are not a carrier, cruise operator or hotel owner. As a result, we cannot be in any way held responsible for day-to-day problems that may arise as a result of any action or inaction by those suppliers.

10.2 If after booking or while you are on this tour you consider that any aspect of it was not accurately represented in the brochure, please inform us immediately. We are unable to accept responsibility for any aspect of your holiday arrangements affected by matters over which we have no control.

11. YOUR RESPONSIBILITY

11.1 We and our various suppliers reserve the right to refuse to carry or accommodate any person whom we consider unsuitable by reason of age or physical or mental condition, or who, after the tour commences, behaves in an unacceptable manner.

11.2 Under no circumstances will we be responsible for traveller's costs, damages, or other liabilities as a result of our refusal to carry or accommodate travellers.

11.3 We are not responsible for your baggage and personal possessions.

12. INFORMATION IN THIS BROCHURE

12.1 While we have taken all available steps to ensure that the contents of this brochure are correct, accurate and up to date at the time of printing we do not have and cannot reasonably be expected to have personal knowledge about all facilities or services provided by the suppliers.

12.2 Facilities or services may change after date of printing. We endeavour to keep all tour members informed of any changes to the information in this brochure.

12.3 All maps, illustrations and photographs contained in the brochure are for indicative purposes only and may not necessarily reflect actual basis or positionings.

12.4 We reserve the right to alter, amend, change departure dates or cancel any of the arrangements contained in this tour.

13. FORCE MAJEURE

13.1 You agree that Maher Tours has no liability to you as a result of circumstances arising as a result of a "force majeure". This will include war or threat of war, riots and civil strife, pandemic or epidemic events, terrorist activity, natural or nuclear disaster, weather conditions, fire, flood, drought, industrial disputes or governmental action or reasonable apprehension of the foregoing causing cancellation, forced quarantine or curtailment.

14. LEGAL CLAIMS

14.1 Any claims or legal action in connection with the provisions of our services to you will be governed by the laws of New Zealand.