

11. CONDITIONS OF CARRIAGE

The **CONDITIONS OF CARRIAGE (attached)** shall form part of this contract. The Agent is recommended to forward these conditions of carriage to their customers.

PURE CRUISE LIMITED: CONDITIONS OF CARRIAGE

1. CANCELLATION AND AMENDMENTS

PURE CRUISE at its discretion may allow cancellation or amendment of bookings on the following conditions.

2. CANCELLATION

- Within 30 days before the event of departure a fee of 50% of the total charter/tour price or quotation
- within 7 days before the event of departure a fee of 75% of the total charter/tour price or quotation
- within 48 hours before the event of departure a fee of 100% of the total charter tour price or quotation
- Unused vouchers are non-refundable and non-transferable

By accepting Pure Cruise Terms & Conditions you agree to cancellation fees being deducted from deposits made or from credit card details provided.

3. LUGGAGE AND POSSESSIONS

PURE CRUISE does not accept liability for loss of luggage or other possessions. It is recommended that travellers have their own insurance (including loss of deposits, accidental injury, sickness and delays). Luggage is restricted to one pack or suitcase or day pack for each booking and subject to the conditions of the Carriage of Goods Act 1979. A person may negotiate for additional luggage but bikes, sporting or other equipment cannot be carried on board without payment for excess luggage.

4. ITINERARY

The itinerary described in the service schedule is correct at the time of publication and will be adhered to within reason by the Supplier but may be changed due to weather or safety conditions at the discretion of the Supplier. Volcanic water areas have weather condition reports and sometimes areas are closed or have limited use. PURE CRUISE is not liable for cancellations or amendments due to adverse weather conditions and conditions causing changes to itinerary.

Confirmed bookings do not include a condition of responsibility of PURE CRUISE to meet the deadlines of rail, bus, airlines or private travel connections. The acceptance of the booking and payment in full by passengers shall constitute the sole contract. Passengers should consult with their travel agent to ensure their own itineraries

Meet with charter/tour confirmed booking times.

Bookings do not include transfers from railway station, bus terminal, and airport or accommodation venue to Pure Cruise. (Free shuttles or special low fare buses are available from selected hostels /hotels or city bus routes).

Pure Cruise offer a transfer service for an additional fee from i-site and central accommodation. Please request at time of booking.

5. RESERVATIONS

Bookings are essential for all tours. Your travel agent acts on your behalf and monies paid to your agent do not constitute a contract by description between you and PURE CRUISE. Your travel agent and PURE CRUISE are independent of each other. Receipt of monies by your agent must be forwarded to PURE CRUISE otherwise bookings will not be honoured. You should get verification from your travel agent that monies have been forwarded.

6. SAFETY COMPLIANCE

Water based activities carry some risk. PURE CRUISE complies with the Maritime Codes of Practice for Small Commercial Vessels.

A safety briefing is given at the start of each charter/tour.

Infants and Children's rates are available upon request. Travellers under 18 years of age must be accompanied by a parent or legal guardian over 21 years of age who accepts responsibility for the infant or child.

Persons committing an illegal act while on board or contravening New Zealand Health and Safety legislation (being a health danger to themselves or others) or not complying with the lawful instructions of boat staff will be removed from the charter/tour and no refund will be due.

7. PROMOTIONAL PURPOSES

Photographs of passengers and any feedback comments made by passengers may be used by PURE CRUISE for promotional purposes only.

8. LIABILITY OF PURE CRUISE

PURE CRUISE LIMITED as operator of PURE CRUISE and any third party operator connecting to or providing travel agency services are independent of each other. PURE CRUISE as New Zealand charter/tour operator will only accept bookings from the agent of the traveller on behalf of the traveller on the condition that PURE CRUISE will not accept liability for the operations of any agent or third party including personal injury or illness to the traveller, loss of property, loss from delay or inconvenience to the traveller or any person caused by the actions of any third party or agent of the traveller.

The warranty to the traveller shall only be the warranty of PURE CRUISE to provide charter/tour services under these conditions of carriage. Where PURE CRUISE accepts liability for not providing the services contracted under its warranty and elects to replace charter/tour services it shall replace the services but where this cannot be done will refund the purchase price in full to the travel agent of the traveller.

PURE CRUISE shall not be liable for any breach or failure to perform any of its obligations under these terms of carriage where such breach or failure is caused by war, civil commotion, hostilities, strike or lock out, act of God, fire, governmental regulations or directions, mechanical breakdowns or any other cause force majeure beyond the reasonable control of PURE CRUISE. The occurrence of such an event shall not give the traveller a right of cancellation of the contract.