

1. APPLICABLE TERMS AND ACCEPTANCE OF ENGAGEMENT

These terms of contract between PURE CRUISE LIMITED ("Supplier") and the AGENT, WHOLESALER or IBO ("Agent") shall apply to all confirmed bookings on scheduled tours or private charters accepted by the Supplier ("Services") from the Agent and that these terms and conditions shall prevail and take precedence over any document or oral message from the Agent. Where the Supplier fails to enforce any terms or conditions under this contract the Supplier will not be deemed to have waived these rights with respect to any term or condition or right. The Agent agrees and accepts that these terms or conditions of contract may be revised from time to time and published on the website of the Supplier and such substituted terms or conditions will take precedence over existing terms or conditions.

2. SCHEDULE OF SERVICES (DETAILS, QUOTATIONS AND PRICE)

The Supplier will confirm the price of Services (published tour schedules or charter) as a list and description of details of the Services and ticket prices OR as a quotation which shall be part of this contract. The Schedule of Services shall be valid for thirty (30) days and the Supplier may revise or withdraw any quotation and description of Services before the Agents offer of engagement. For scheduled daily tours a minimum of two persons is required.

3. CATERING

Catering is all food and beverage ordered by the agent or client through the Supplier and associated with the charter and will be charged on confirmed numbers as follows:

- (a) Confirmed numbers must be sent to the Supplier within five (5) working days prior to sailing. .
- (b) For catering some menu items minimum numbers are required and menu prices will vary depending on group size. Please discuss options with Pure Cruise staff.

4. CONFIRMED BOOKINGS

Bookings are essential for both scheduled daily and private charter. A confirmed booking is defined as confirmation of the order of the Agent or client to the Supplier including date and time of tour or charter, number of persons and acceptance of price or quotation.

Confirmed bookings are subject to the Suppliers Cancellation Terms contained in the attached Conditions of Carriage.

5. PAYMENT

5.1 To establish a confirmed booking payment shall be made by

- *full payment is required 7 days after charter by the Agent*
- 50% deposit then full payment by the Agent 7 days after booking or
- other payment terms as declared in the quotation.

5.2 Payment is to be made to the Supplier's Bank Account details 03-0415-0579595, quote name and booking reference or by the Agent providing its Visa card details.

The Agent shall be responsible for all credit card transaction costs.

5.3 Interest for Late Payment

The Supplier may charge the Agent interest on any monies outstanding under this contract on a daily basis at a rate equal to 5% above the Supplier's bank indicator lending rate. Interest is payable from the date payment was due until the date the Supplier receives payment. The Supplier's right to charge interest is without prejudice to the Supplier's other rights or remedies for the Agents default in failing to pay on the due date, and the Supplier may suspend performance of any of its obligations until payment is made in full.

5.4 Credit of Agent

If at any time the Supplier reasonably deems the credit of the Agent to be unsatisfactory, it may require the Agent to provide security for payment and/or the Supplier may suspend performance of its obligations under this contract until security is provided to the satisfaction of the Supplier and may require the Agent to pay all costs incurred as a result of suspension and re-commencement of supply including debt collection and legal costs.

6. CANCELLATION AND ENGAGEMENT OF SERVICES BY THE AGENT

6.1 Where the Agent has contracted for non-scheduled services (meaning private charters that are not part of published tour schedules) no order of the Agent arising once accepted by the Supplier may be cancelled without the consent of the Supplier and unless the Agent agrees to liability to the Supplier for all costs and expenses incurred in fulfilling the terms and conditions of the order to the date of cancellation.

6.2 Where the Agent has contracted for published tour schedules the Supplier, at its discretion, may allow cancellation by the Agent according to the Conditions of Carriage attached to this contract.

6.3 Cancellations can only be made by an authorised officer of the Agent's business and must be received at the Rotorua office of the Supplier.

6.4 The Agent may not invoke cancellation because of bad weather or because of the cancellation of particular events under this clause. Agents are expected to hold insurance for their loss incurred in the event of bad weather or cancellation of events.

7. PAYMENT OF COMMISSION BY THE SUPPLIER TO THE AGENT

The Supplier shall pay a commission of twenty (20%) percent of the ticket price or quotation price for Services inclusive of GST relating to orders accepted.

8. SALE OF SERVICES TO AGENT COMPANIES OR INCORPORATIONS NOT REGISTERED IN NEW ZEALAND

For the sale of Services to Agent companies or Incorporations not registered in New Zealand the price shall be declared in the schedule accepted by the Agent; and subject to any variation of this clause that will be notified to the Agent in writing, the price shall be paid by the Agent to the Supplier as follows:

- (a) in cleared funds (such as credit card payment) prior to the establishing of the engagement by the Supplier, OR
- (b) by irrevocable letter of credit at sight and established by the Agent, OR
- (c) by any other means as notified to the Agent in writing when the order for engagement is placed.

9. VARIATIONS AND ALTERATIONS

The price of Services may be increased if the Agent varies or alters its requirements for the Services. Variations and alterations may result from changes to instructions from the Agent requiring a changed basis for the cost of Services or additional Services. Variations and alterations will be confirmed in writing by the Supplier. Unless otherwise agreed the Supplier's time and expense scale shall apply to all variations. The Agent may approve the additional costs OR pay the Supplier for work completed and terminate the contract subject to the cancellation conditions. Prices may alter to reflect legislative changes.

10. SUPPLIER WARRANTY AND LIABILITY

The Supplier warrants that it will supply the Services as being the description defined in the tour schedule or charter but that it will not otherwise be held responsible for the fitness of the Services for any other purposes intended by the Agent meaning the Agent in any way using or relying on the Services supplied for third party tour connections or bookings.

The Supplier shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Agent or any other person arising directly or indirectly from any breach of any of the Supplier's obligations arising under or in connection with the contract including delays in the delivery of Services or from any cancellation of the contract or from any negligence, misrepresentation or other act or omission on the part of the Supplier its servants, agents or subcontractors.

The Supplier shall not be liable for any breach or failure to perform any of its obligations under this contract where such breach or failure is caused by war, bad weather, adverse environmental conditions, civil commotion, hostilities, and strikes or lock-out, act of God, fire, governmental regulations or directions, or reasons force majeure caused beyond its reasonable control. The occurrence of such an event shall not give the Agent a right of cancellation of any contract.

PURE CRUISE LIMITED: CONDITIONS OF CARRAIGE

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

1. CANCELLATION AND AMENDMENTS

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

2. CANCELLATION

By accepting Pure Cruise Terms & Conditions of Engagement the Agent agrees to cancellation fees being deducted from deposits made or from credit card details provided.

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

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 offers 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, strikes 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.

APPLICABLE LAW FOR DISPUTE AND ARBITRATION

In the event of any dispute between the Supplier and the Agent arising out of their contract (including dispute under these Conditions of Carriage), the substantive laws of New Zealand shall apply and such dispute shall be referred to a Mediator to be agreed between the parties on a shared cost basis and upon failure to accept the resolution of the Mediator shall be referred to an Arbitrator to be agreed between the parties and upon failure to reach agreement arbitration will be conducted in accordance with the New Zealand Arbitration Act 1996.