

Skyline Rotorua – Terms and Conditions

Please take the time to read and understand our terms and conditions.

1. Contract

- 1.1. All bookings and reservations (**Bookings**) for the activities (**the Activities**) identified in the attached rates schedule (**the Rates Schedule**) are made with Skyline Enterprises Limited and/or (where relevant) its subsidiaries (**the Seller**). By the customer (including any person acting with the authority of the customer) (**the Buyer**) making Bookings and promoting, marketing and selling the Activities, the Buyer is deemed to have agreed to these terms and conditions and the Buyer's Bookings and sales will be accepted by the Seller on this basis.
- 1.2. If the Buyer breaches these terms and conditions the Seller may require the Buyer to immediately stop promoting, marketing and selling the Activities and may choose not to accept future sales and Bookings by the Buyer.
- 1.3. Bookings are essential for lunch, dinner and stargazing, and may be required for gondola and luge Activities. When making a Booking the Buyer must precisely state the Activities being booked, the number and age group of persons and the date and time for the Booking.
- 1.4. For the purposes of these terms and conditions, **Tour Series** means a promoted series of packaged escorted group tours provided by approved tour operators, with a touring itinerary operating on a schedule of departure dates throughout the year or over a number of months. For Tour Series Bookings, the Booking must be reconfirmed and (if required) updated with a full booking status including pax numbers, activities and timings at 30 days prior to date of arrival.

2. Rates Validity

- 2.1. The rates for the Activities set out in the Skyline Rates Schedule are valid from 1 June 2020 and may be updated by the Seller from time to time. All rates are nett per person, in New Zealand dollars and include GST (goods & services tax charged at 15% as at 1 January 2020), unless otherwise stated. All rates & inventory are subject to availability at the discretion of the seller
- 2.2. The Seller reserves the right to apply an additional 15% surcharge on public holidays and for special events. These rates will be advised at time of booking.
- 2.3. Any facility or room hire rates will be separately negotiated relative to the requirements of the Buyer and are not quoted on a per pax basis.

3. Payment

- 3.1. The Seller may (at its discretion) use the Buyer's credit card details to secure a Booking and charge the credit card the full cost of the Booking at any time within three days prior to the commencement of the Activities. Where the Buyer has supplied its credit card details, the Buyer authorises the Seller to take payment for the Activities and/or any cancellation fees and setup costs from the credit card.
- 3.2. Unless expressly agreed otherwise by the Seller, full payment for all Bookings and Activities must be made to the Seller three days prior to arrival. If full payment is not made on or before this time the Seller reserves the right to treat the Buyer's booking as cancelled.
- 3.3. Any credit arrangement offered by the Seller will be on terms and conditions to be separately supplied to the Buyer.

4. Cancellation or alteration by the Buyer:

- 4.1. Where the Buyer wishes to cancel all or part of a Booking made with the Seller then the Buyer must immediately provide written notification to the Seller of its intention to cancel all or part of the Booking.
- 4.2. Booking cancellation fees will apply as a percentage of the estimated invoice value of the entire Booking and Activities, depending on the party size for the Booking as set out below, unless expressly agreed otherwise by the Seller.
- 4.3. The Seller reserves the right to refer any overdue amounts to a debt collection agency. If the Seller uses debt recovery services to collect any amounts owing, the Buyer will be liable to reimburse the Seller for any charges for such debt recovery services. The Buyer acknowledges that information may be provided to third parties such as, but not limited to, credit reference companies who may provide credit default information to other parties.

Bookings for parties of 10 pax or more

Dates (inclusive of end date)	No cancellation fee	100% cancellation fee
All dates other than those noted below	More than 14 days prior to commencement of Activities	Less than 14 days prior to commencement of Activities or if the Buyer does not turn up for Activities
Christmas Day, New Year's Eve, The period 7 days either side of the annual Chinese New Year date	Over 28 days prior to commencement of Activities	Less than 28 days prior to commencement of Activities or if the Buyer does not turn up for Activities

Bookings for parties of less than 10 pax

Dates (inclusive of end date)	No cancellation fee	100% cancellation fee
All dates other than those noted below	More than 24 hours prior to commencement of Activities	Less than 24 hours prior to commencement of Activities or if the Buyer does not turn up for Activities
Christmas Day, New Year's Eve, The period 7 days either side of the annual Chinese New Year date	Over 7 days prior to commencement of Activities	Less than 7 days prior to commencement of Activities or if the Buyer does not turn up for Activities

Tour Series Bookings

Dates	No cancellation fee	100% cancellation fee
All dates	More than 14 days prior to commencement of Activities	Less than 14 days prior to commencement of Activities or if the Buyer does not turn up for Activities

5. Cancellation by the Seller

- 5.1. While the Seller will use all reasonable endeavours to ensure that Bookings go ahead as scheduled, the Seller has the right to cancel or alter Bookings if the Seller determines it cannot offer the Activities due to adverse weather conditions (including weather conditions limiting the operation of the gondola), mechanical or equipment maintenance or failure, health and safety issues, force majeure events or any circumstances outside the Seller's reasonable control.
- 5.2. Notwithstanding the above, the Seller reserves the right to cancel Bookings for any reason where the Seller is able to provide the Buyer with notice of cancellation at least six months prior to the date of the Booking.
- 5.3. The Seller will endeavour to give the Buyer as much advance notice as possible of cancellation or alteration, and where possible assist the Buyer in sourcing or scheduling alternative arrangements for the cancelled Booking.
- 5.4. If the Seller cancels a Booking, the Buyer can, at its election, either transfer any amounts paid to a Booking on an alternate date or receive a full refund.
- 5.5. The Seller is not responsible to the Buyer for any incidental expenses that the Buyer may have incurred as a result of the cancellation or alteration of a Booking or Activity including but not limited to accommodation costs, visas, travel insurance excess or non-refundable flights.

6. Free of Charge (FOC) Policy

- 6.1. For the purposes of the FOC Policy, **Tour Group** means an assembly of travellers that has a common itinerary, travel date, and transportation and is escorted by an experienced guide, and **Tour Group Leader** means an individual employed by a travel company to escort and/or drive a Tour Group.
- 6.2. **FOC Gondola** – Available to the Coach Driver only when accompanying the group.
- 6.3. **FOC Gondola and Luge** - Available to the Tour Guide/ Group Leader for every 15 paying pax, 1 x luge ride if group is lugging. Approved ID must be provided by the Coach Driver and/or Tour Guide/Group Leader.
- 6.4. **FOC Restaurant dining** – Available to the Coach Driver for a minimum of 5 paying pax. Available to the Tour Guide/Group Leader – for every paying 15 pax. (This is non transferrable - is for Tour Guide/Group Leader only).
Tour Guides/Leader/Drivers will be seated with groups on a space available basis unless otherwise agreed in writing.

7. Familiarisation (FAMIL) Rates

- 7.1. **FAMIL Rates** - Available on application. All famils must be approved in advance by the Seller.

8. Buyer's confirmations and obligations

- 8.1. The Buyer must not market or promote the Activities through any agents or websites other than those expressly approved by the Seller. The Buyer will provide the Seller upon request with a complete register of all agents and websites through which the Activities are marketed and promoted.
- 8.2. The Buyer must not:
 - market or promote any of the Activities free of charge or at a rate lower than the retail price for the Activities as identified in the Rates Schedule;
 - charge its customers more than the retail price for the Activities as identified in the Rates Schedule or more than the cancellation fees set by the Seller;
 - misrepresent the Seller or the Activities to customers;
 - describe itself as a representative of the Seller unless otherwise expressly authorised in writing by the Seller;
 - make any representations or give any warranties to any of its customers or other third parties about the Seller or the Activities unless otherwise expressly authorised in writing by the Seller; or
 - use any of the Seller or the Seller's subsidiaries' trademarks and product names in ad text or display URLs in a way that may confuse users as to the origin/ownership of the Activities.

9. Insurance and ACC

- 9.1.** The Seller recommends that the Buyer recommends to all its customers that the customers hold travel insurance while taking part in any Activities. The Seller recommends such insurance covers cancellation, curtailment, personal liability and loss of luggage and personal effects.
- 9.2.** The Seller holds all appropriate insurances as would normally be expected of a responsible corporate entity providing services such as the Activities.
- 9.3.** The Accident Compensation Corporation (ACC) began in New Zealand in 1974 as a public, no-fault accident insurance scheme covering accidental injury. The scheme provides financial compensation and support to citizens, residents, and temporary visitors who have suffered personal injuries in New Zealand. The ACC scheme applies regardless of who caused the accident and how it was caused. It also means that an injured person cannot sue for any costs that relate to the injury or its negative effects. The Seller therefore cannot and is not required to hold private accident insurance in respect of participants of the Activities.

10. Seller's Liability

- 10.1.** The Buyer acknowledges that participation in some of the Activities involves a degree of personal risk. The Seller assumes no responsibility whatsoever for any damage to person or property of anyone when undertaking the Activities. Persons participate in all Activities at their own personal risk in all respects. The Buyer acknowledges that limitations to the Seller's Liability result from the cover provided by the ACC scheme identified in clause 9.3.
- 10.2.** The Seller confirms that it will comply with all its obligations and requirements under the Health and Safety at Work Act 2015 in respect of the Activities.
- 10.3.** The Seller shall not be responsible to the Buyer, or any other person, whether in contract, tort or otherwise for any loss or damage or injury arising directly or indirectly from the Activities supplied by the Seller to the Buyer or by delay in delivery of the same.
- 10.4.** The Seller is not bound by any unauthorised statements, conditions, or agreements made by the Seller's agents or servants that do not adhere to these terms and conditions.
- 10.5.** If the Buyer has a complaint in relation to the Seller it will inform the Seller so that the Seller can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to the Seller. If no complaints are received within 30 days of the relevant Activities taking place then the Activities will be conclusively determined as free from any issues.
- 10.6.** Where the Seller is found liable to the Buyer for any reason whatsoever, the extent of the Seller's liability will not exceed 150% of the value of the contract price for the particular Activities in question.

11. General

- 11.1.** The Seller may update these terms and conditions at any time and the Buyer will be bound by the updated terms and conditions. The Seller will endeavour to give the Buyer 30 days written notice where these terms and conditions are updated. The most up-to-date version of these terms and conditions can be found at on the Seller's website at <https://www.skyline.co.nz/en/rotorua/skyline-rotorua-trade/>.
- 11.2.** If any provision within these terms and conditions is determined invalid, void, or illegal, the remaining terms shall not be affected, prejudiced or impaired by such a ruling.
- 11.3.** These terms and conditions constitute the entire agreement between the parties relating to the Activities and replaces all earlier discussions and understandings between the parties. The Seller shall not be bound by nor responsible for any term, condition, representation or warranty other than given by the Seller in these terms and conditions.
- 11.4.** By offering and selling the Seller's Activities the Buyer is bound by these terms and conditions.
- 11.5.** The Seller's policy applies to the parties as if repeated in these terms and conditions and can be found on the Seller's website at <https://www.skyline.co.nz/en/rotorua/skyline-rotorua-trade/>.
- 11.6.** These terms and conditions are governed by the laws of New Zealand.