

NewZeal Payment Terms, Weather Contingency & Cancellation Policy

Payment Terms

A deposit of 20% is required to confirm this booking. This ensures we can secure the suppliers and resources to successfully deliver the services booked. Once a deposit has been paid, this booking is considered 'confirmed' and therefore is subject to the policies set out in this document.

The remaining balance will be due 7 days post-delivery of NewZeal® services, once all agreed extras and differences have been reconciled and finalised.

Clients are liable for any bank fees associated with payments to NewZeal® from non-New Zealand bank accounts.

Weather Contingency

Many NewZeal experiences are subject to weather and/or environmental conditions:

In the event that weather or environmental conditions preclude the booked experience from being operated safely:

- NewZeal shall, in collaboration with the agent, attempt to change dates to a better weather day. Should date changes not be possible, then:
- NewZeal shall provide a guide, vehicle, and in collaboration with the agent/client, identify an alternative experience option, with all unused monies refunded back to agent.
- Should the client choose not to undertake an alternate experience, the full cost of the experience shall be refunded, except for any fixed supplier costs specific to the two products listed in this document- Specifically the Tasman Glacier Encounter and the Alpine Chalet Experience. Separate terms for these products with fixed supplier costs can be found below.

Cancellation Policy

(Bookings cancelled*)

- Up-to 91 days prior to travel date, incur no cancellation fee
- Between 90 to 60 days prior to travel date, incur a cancellation fee of 20%
- Between 59 to 30 days prior to travel date, incur a cancellation fee of 50%
- Between 29 to 8 days prior to travel date, incur a cancellation fee of 75%
- Within 7 days prior to travel date, incur a cancellation fee equal to the full price of the booking.

*Cancellation refers to the client not attending.

Alteration of Booking

Bookings can be altered by the agent or client up to 14 days prior to travel. Alterations are at the discretion of NewZeal and providing the following:

- NewZeal is able to alter travel plans with suppliers (i.e. Helicopter companies/chefs/guides)
- NewZeal has availability for the experience and/or date required
- The alteration of cost has been agreed upon by all parties (this could be an increase or a decrease)

If NewZeal deems an alteration request invalid due to the failure of any of the above provisions and the client/agent then cancels the booking, the standard Cancellation Policy will still apply.

Disclosure of Risk Requirements

Following the Whakaari/White Island tragedy, there is a legal requirement for Adventure Activity providers to be very specific and explicit about the risks involved in undertaking the adventure activity at the time the clients are making a booking.

To ensure full compliance with the new regulations, we respectfully request that the specific link supplied to you be sent to your clients for completion at the time of booking.

We are unable to deliver any services until a risk disclosure form has been completed.

Specific Product Requiring Fixed-Supplier Costs

Glacier Encounter Terms (up to 4 people)

The NewZeal Glacier Encounter requires specialist and highly sought-after mountain guides that we engage in to work alongside our own crew in delivering the experience. They are fully inducted in NewZeal systems and culture, however, remain independent contractors and must be reserved well ahead of time. They have their own payment terms and conditions. To secure their services we guarantee them work on a specific date, be it on the glacier/mountain or as part of a contingency, meaning NewZeal is liable for payment of their fee even if the experience doesn't go ahead due to weather.

For Mt Cook Glacier Encounters the following rules will apply:

- If clients are unable to undertake the Mt Cook Glacier Encounter due to weather
- (and)
- Clients do not wish to undertake any alternative activity that NewZeal offers as a replacement or NewZeal is unable to offer a suitable replacement
- (and)
- NewZeal is unable to cancel the specialist mountain guide in good time (Incurring a fee)

The client will be liable for a fee of \$1000 (Incl GST) incurred.

**Glacier Encounters with more than 4 people will incur the same additional cost for every extra guide required (guide to client ratio of 1:4).*

NewZeal will work with the agent to avoid any cost to the client wherever possible. In the unlikely event of a cost incurred to the client, the cost will be taken from the client's booking deposit. Any remaining balance after this fee is fully refundable.

Alpine Chalet & Hike Terms

The alpine chalet experience is a truly remarkable experience however is dependent on the helicopter being able to drop and collect guests from the chalet. Some weather conditions may preclude the helicopter being able to safely reach the chalet.

NewZeal is not liable for contingency accommodation in the unlikely event the helicopter cannot reach the chalet, and strongly recommends having alternate accommodation reserved in Wanaka or Queenstown.

Additionally, the NewZeal Alpine Chalet & Hike requires external suppliers with fixed costs for a chef and the purchase and preparation of food ahead of delivery. NewZeal are liable for payment of these costs.

NewZeal is, on some occasions, able to offer a contingency accommodation and chef-prepared dinner option for groups of up to 2 people. This can be discussed upon enquiry.

For the Alpine Chalet, the following rules will apply:

- If clients are unable to undertake the Whare Kea & Hike experience due to weather
- (and)
- Are unable to move it to an appropriate alternative day
- (and)
- Clients do not wish to undertake any alternative activity or contingency that NewZeal offers as a replacement or NewZeal is unable to offer a suitable replacement
- (and)
- NewZeal is unable to cancel the chef and food in good time (Incurring a fee)

The client will be liable for a fee of \$2,000 (incl GST).

NewZeal will work with the agent to avoid any cost to the client wherever possible. In the unlikely event of a cost incurred to the client, the cost will be taken from the client's booking deposit. Any remaining balance after this fee is fully refundable.