

OLD GHOST ADVENTURES TERMS AND CONDITIONS

The following are the Terms and Conditions of sale which apply to the booking and sale of 'Old Ghost Adventure' packages through this website. By placing a booking through this website you agree to all booking conditions and standard terms of trade.

Product Information

We make reasonable efforts to ensure that all information on this site is accurate. However, any description of our packages is given by way of identification only. We do not warrant that the description of services or other content of this site is accurate, complete, reliable, current or error-free.

Pricing

All prices are in New Zealand dollars. If you are domiciled in New Zealand they include G.S.T. at a rate of 15%. Should government action result in a change to this tax percentage we reserve the right to adjust our pricing accordingly. Prices do not include taxes applying on other countries. All prices are correct at the time of publication but are subject to change until paid in full.

Acceptance of Order or Booking

Our marketing via this site does not constitute an offer to sell. We may refuse to accept your booking for any reason or none.

Booking Conditions

A 10% deposit is required to confirm any booking. Payment of your deposit is considered to be acceptance of our booking terms and conditions. The balance of costs are payable no less than 5 days prior to departure or immediately on confirmation for bookings made inside this time. Failure to pay by the due date may result in the cancellation of your booking.

Booking Amendments

If you amend your booking after confirmation, but prior to full payment an amendment fee of \$50.00 per person will apply. If you amend your booking after full payment has been made, but prior to 7 days before departure a fee of 20% of the tour cost will apply. Amendments made inside 7 days will be treated as a cancellation and new booking and cancellation fees will apply, see below for details.

Booking Cancellations

More than 60 days prior to departure, all payments less an admin fee of \$50.00 will be refunded;
31-60 days prior to departure, Deposit is lost;
15-30 days prior to departure 20% of your package cost is lost;
14 days – 72 hours prior to departure, 50% of your package cost is lost; and/or
Less than 72 hours before departure, 100% of your package cost is lost.

We recommend cancellation insurance to protect you against cancellation in the event of illness. Note that in the event your adventure cannot proceed in the opinion of the operator(s) due to inclement weather, the operator(s) will make every effort to find an agreeable alternative or will postpone (with your agreement) or cancel the tour. Such weather cancellations – at the sole behest of the operator – will be exempt from the above cancellation policy.

Medical/Capability Responsibility Waiver

All customers will be required to sign a 'medical responsibility and accident waiver' form at the commencement of their package accepting full responsibility for their personal medical suitability

and general physical and skill capability to take part in their chosen itinerary and excluding the operators from any responsibility in the event of an accident.

Participants must also accept that all or any accidents which may occur during their adventure are their responsibility. The tour providers are not responsible for any indirect or special loss, damage or injury of any kind whatsoever suffered by you arising directly or indirectly from any breach of contract or any negligence by us.

Liabilities and Guarantees

Nothing in these Terms and Conditions is intended to be inconsistent with consumers' rights under the Fair Trading and Consumer Protection Acts. If there is any inconsistency then the Act shall prevail.

To the maximum extent permitted by law we shall not be liable for any loss or profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by you arising directly or indirectly from any breach of contract or any negligence by us.

Our liability for any loss, damage or injury to you shall not in aggregate exceed the contract price of the goods or services supplied.

Privacy

We will only provide your personal information to other parties if it is necessary to do so to complete the transaction or if we are required by law to do so. For example, things like receiving and processing your payments and arranging accommodation and activity reservations, or the delivery of goods, will require us to pass on your personal information. We will not supply any personal information to marketing and/or research companies or agency. Under the Privacy Act 1993, you have the right to ask to see the information we hold about you. If any of it is incorrect then we will amend it at your request.

Security

We take security seriously. To ensure that your payment and other personal details are kept secure we use a digital certificate to encrypt the data. We do not keep a record of your full credit card number. If we allow you a password, access code or personal account then you must keep their details secure and confidential, not allow other persons to use them, and change your password immediately if you think its security may be compromised.

Changes to Prices, Product Descriptions or Other Terms of Trade

We reserve the right to make changes to our site and these Terms and Conditions and product descriptions and prices and such changes will take effect from the time they are published on this site.

Governing Law

Any agreement arising between us shall be interpreted and governed by the laws of New Zealand. Any disputes arising under the agreement or related to this site shall be dealt with by the courts of New Zealand.