

CruiseTauranga.Com (Learning Journeys Ltd)

General Terms and Conditions

("Client" refers to individuals or groups who have booked and paid for a shore excursion organised CruiseTauranga.Com. "Learning Journeys" and "CruiseTauranga.Com" means Learning Journeys Ltd.)

1. Terms of Payment:

- a. At the time of booking (submission of a booking form), CruiseTauranga.Com will require a credit card to secure the booking. If you are booking as a group and want to use different credit cards for each family or individual, please contact us directly.
- b. CruiseTauranga.Com will debit the entire cost of your tour 28 days before your tour date.

2. Cancellations or your ship failing to dock:

- a. If your ship fails to dock for any reason you will receive a 100% refund. Your refund will be credited to the same credit card you purchased your tour with, within 5 working days.
- b. Cancellation by the client more than 7 days from the tour start date: no charge (or a full refund if your tour has been paid for)
- c. Cancellations by the client 7 days or less before the tour begins, CruiseTauranga.Com reserve the right to charge you 100% of the tour price, less any admission fees we recover on your behalf. If we are able to sell your tour places, then you will receive a 100% refund.
- d. We strongly recommend that you take out insurance that includes cover against irrecoverable cancellation costs.
- e. In the unlikely event that CruiseTauranga.Com is forced to cancel your tour we will offer you an alternative of a comparable tour or a full refund.

3. If there is a change in plan:

- a. CruiseTauranga.Com reserves the right to make changes, as a result of changes to information and services provided by suppliers or the late arrival of your ship. Most such changes will be minor and we will inform you as early as possible.
- b. If the change is a major one, you will have the choice of accepting the change or receiving a full refund.

4. CruiseTauranga.Com guarantees to get you back to your ship on time:

- a. If you miss your ship due to the late return of your tour to the port, then CruiseTauranga.Com will arrange transport to your next port of call at their expense. They will also pay all reasonable expenses for meals and accommodation.
- b. If the delay is caused by a Force Majeure then CruiseTauranga.Com will not be liable and it is recommended that you have travel insurance to cover you against such possibilities (Note, CruiseTauranga.Com/Learning Journeys have been operating day tours for cruise ship passengers since 2001 and have never been late back for a ship)

5. Force Majeure:

- a. Learning Journeys will not be in breach of agreement or in any way liable to the Client if it is prevented from complying by Act of God, act of public enemy, war, earthquake, volcanic eruption, tsunami, riot, fire, storm, flood, explosion, compliance with any law or government restraint order, rule, regulation, strikes, lockouts or any other cause not reasonably within the control of Learning Journeys.

6. Complaints

- a. Complaints should be addressed to Learning Journeys, Ltd. PO Box 3102 Tauranga New Zealand, or emailed info@learningjourneys.co.nz

7. Special requests/needs

- a. We do our best to meet any special requests, as long as these are made in writing at the time of booking.
- b. We are not specialists in catering for the disabled, those with highly specialised dietary needs or serious medical conditions. Please contact your doctor and our office before booking.

8. Liability

- a. Notwithstanding anything else contained in this agreement, the liability of Learning Journeys, whether in contract or in tort, in respect of all claims, will not in the aggregate exceed the cost of the tour.