

Booking Conditions and Liability Release for Pacific Discovery Programs

Payment Schedule & Booking Conditions

Prices in brochures and on website are correct at the time of publishing.

Pacific Discovery reserves the right to alter these prices at any time. The price of your program is guaranteed when you have paid in full.

All program participants must acknowledge reading and agreement with Booking Conditions and Liability Release, at the time of registration. A Medical Form must be completed once final payment is made. By advancing deposit to Pacific Discovery, the depositor thereby agrees to be bound by the booking conditions and payment schedule.

Upon receiving your forms and confirming space on the program of your choice, we will contact you with pre-travel information covering gear to bring, health & vaccinations, travel insurance, climate, spending money, cultural tips, and a list of recommended books and films.

If the program date you request is already full we will not process your deposit, but will contact you and add you to the waiting list.

The final payment covering balance of program cost and optional group flights is due 90 days before program departure, unless late booking. Master Card or Visa accepted.

Bookings accepted less than 90 days prior to departure can be secured with the deposit; full payment must then reach us within a further 14 days.

If the balance is not received by the specified date, we reserve the right to cancel your booking and your deposit may be forfeited.

Cancellations

If you decide to cancel your program, the following fees apply at the time (prior to departure) we receive written notice of your cancellation: More than 91 days before departure - loss of deposit; 31 to 90 days before departure - 50% of program cost; 0 to 30 days before departure - 100% of program cost.

If you fail to join the program, join after its departure or leave prior to its completion, Pacific Discovery reserves the right to set the amount of refund (if any). Such terms are adopted in a similar form throughout the travel industry. They are usually covered by your trip cancellation/travel insurance, provided the reason for cancellation falls within the terms of the policy.

If we cancel a program

Pacific Discovery reserves the right to cancel any program if sign-up is inadequate to make the program economically feasible for us to operate. If this happens, we give a full refund of program cost paid. However, Pacific Discovery is not responsible for additional expenses incurred by you in preparing for the trip (e.g. non-refundable air tickets, gear or medical expenses). If a program is under-booked we will inform you before final payment is due.

Liability Release

Pacific Discovery Limited is a private New Zealand NGO formed to promote experiential education and sustainable tourism. Our incorporation number is WN/1148326.

Medical Considerations

Pacific Discovery is not a medical facility and therefore is unable to accept any responsibility regarding medical advice, medications or inoculations that you or your doctor deem necessary for your safe participation. Pacific Discovery assumes no liability regarding provision of medical care.

Insurance

Travel insurance is compulsory for all program participants. Your travel insurance must provide cover against personal accident, medical expenses, emergency repatriation and personal liability. We also recommend it covers cancellation, curtailment and loss of luggage and personal effects.

Responsibility

By participating in a Pacific Discovery program, you assume certain obligations to Pacific Discovery and the other program members. It is your responsibility to:

- Understand the conditions implied in the Pacific Discovery itinerary and trip suitability description.
- Select a program (with the help of the Pacific Discovery staff) that is appropriate to your interests and abilities.
- Prepare for the program by familiarizing yourself with the itinerary and program dossier sent by Pacific Discovery.
- Bring appropriate gear and clothing as advised by Pacific Discovery.
- Follow considerate standards of personal hygiene in order to reduce risk of contracting diseases.
- Follow considerate social behavior with other program participants and respect their habits.
- Act in an appropriate and courteous manner befitting the customs of countries you visit.
- Complete the program itinerary as scheduled (or as adjusted by your program leader as necessary).
- Respect the countries we visit by using environmentally safe products, staying on established routes of travel and not littering.

You are aware that travel within a group may involve compromise to accommodate the diverse desires and physical abilities of group members. Your program leader will do their utmost to ensure that any problems are solved for the benefit of the group as a whole. Signing this Liability Release Form signifies your acceptance of the leader's authority to make decisions affecting the group or individuals. For instance, he/she may require an individual to leave the group if he/she believes that a person's health is at risk, if an illegal act is committed, or their behavior becomes detrimental to the safety, enjoyment and well-being of the group. Should the leader take such action, that person would not be entitled to any refund. Similarly, a participant leaving a program en-route will not be entitled to any refund. Under these circumstances Pacific Discovery reserves the right to set the amount of refund (if any).

Pacific Discovery will not accept responsibility or liability for any program participant who contravenes any law or regulation of any country visited.

You acknowledge that travel on a Pacific Discovery program requires a degree of flexibility, and understand that the route, accommodation and modes of transport are subject to change without prior notice due to local circumstances. We reserve the right to make reasonable changes in the itinerary where deemed advisable for the comfort and well-being of program members. These changes are

binding and additional expenses will be charged to you if the reason for any alteration is outside the control of Pacific Discovery.

You acknowledge that Pacific Discovery contracts with a network of companies, government agencies and individuals to assist in the running of its programs. To the best of Pacific Discovery's knowledge, these third parties are qualified to perform the duties they are contracted to perform. However Pacific Discovery will not be held liable for any injury, damage, loss, delay or irregularity that may occur due to the behavior of these third parties.

Any air travel that is part of any program is subject to the conditions as stipulated by the airline concerned and liability is limited in accordance with International Convention.

No employee, servant or agent of Pacific Discovery has authority to vary these conditions.

The terms and conditions of all agreements made with Pacific Discovery shall be subject to, and governed by, New Zealand law. You agree New Zealand will be the forum for resolution of any dispute related to your participation in this program.

If a dispute arises, you will try to resolve it directly with Pacific Discovery. If you cannot resolve the dispute you agree to go to mediation first. You will agree the mediator with Pacific Discovery within 10 days of notification of the dispute. If a mediator is not agreed or appointed, you and Pacific Discovery agree to participate in arbitration under the Arbitration Act 1996 (NZ).

The terms of this agreement shall serve as a release and assumption of risk binding on your heirs, executor, administrator and all members of your family.

You understand that traveling with Pacific Discovery may involve risks (and rewards) above and beyond those encountered on a more conventional holiday, and that you are undertaking an adventure program with inherent dangers. You understand that you are traveling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard you are used to at home or would find on a conventional holiday. You have read and understood the itinerary and suitability for this program you are undertaking and have provided details of any pre-existing medical conditions. You accept these risks and obligations and you fully assume the risks of travel. You release Pacific Discovery from any liabilities connected to these risks to the maximum extent permitted by law.

I understand that this is a release of liability and a contract between me and Pacific Discovery Limited and/or its contracted tour operators or affiliated organizations, and I sign this agreement of my own free will. If any part of this agreement is deemed unenforceable, all other parts shall remain in full force and effect.

Please contact us with any questions.
Pacific Discovery Ltd
PO Box 899
Nelson 7040
New Zealand
Freecall from the US 1 800 655 3415
Worldwide tel +64 3 5467667
info@pacificdiscovery.org