

Terms and Conditions / Waiver

Trailer Explorers is the trading name for Trail Explorers Limited (“the Operator”).

A. We appreciate your custom and aspire to provide a friendly and safe experience. After discussion with you, we will suggest an itinerary to satisfy your requests, budget and time schedule. We reserve the right to amend the suggested itinerary on the day to further enhance the time that you spend with us, depending on weather conditions.

B. All activities including those in which you (“I” and “you” “the customer”) have booked to engage (“the activities”) do carry a degree of risk and by participating in the activities provided by the Operator you are expressly assuming those risks personally and to the maximum extent permitted by law you release the Operator and its officers and employees from any liability, claims, losses, damages or expenses caused by any event including but not limited to:

- Personal injury or death;
- Property loss or damage;
- Acts which may be construed as negligent or accidental;
- Any other loss, damage, suffering, emotional or nervous disorder.

1. In participating in the activity, I, the customer, agree to the conditions set out in A and B as above and consent to the Terms and Conditions set out below.

2. The Operator accepts no responsibility for any loss or additional expenses arising from changes, delays or cancellations of the services and activities of the Operator.

3. Payment: If paying by credit card, the name that will appear on the cardholder’s statement will be “Trail Explorers”. All prices on this website are quoted in New Zealand dollars and include GST.

4. Bookings: Advance bookings are essential for all our special itineraries. To confirm your reservation full payment must be received.

5. Changes to Booking: Please contact us as soon as possible if you need to change a booking. We will do our best to meet your needs. However we reserve the right to charge a cancellation fee if any part of the activity is cancelled.

6. Special Itinerary and Privately Guided Day Trips Cancellation Conditions:

a) Client Cancels:

- 7 days+ before departure time: refund 50% or rebooking if possible with no penalty
- 48 hours before departure time: refund of 25% or rebooking if possible with no penalty
- Cancellation 48 hours to departure time - no refund or rebooking if possible with no penalty
- After departure time: NO REFUND or rebooking.

b) Trail Explorers Cancels due to bad weather:

If the weather conditions are doubtful the Trail Explorers Guide will make the decision if the trip will go ahead. If the Guide cancels the trip, guests will be offered:

- Cancel the day's outing altogether - full refund
- Rebook without cost to a date that suits the customer
- If the trip begins then there will be no refund offered. However Trail Explorers reserves the right to offer a partial refund if the trip has been adversely affected.

7. Picnic Lunches:

- Must be ordered at time of booking;

8. Weather:

Weather can be a challenge and the Operator reserves the right to alter, amend or cancel any tour should weather or any other situation occur which at the sole discretion of the Operator demands alteration, amendment or cancellation.

9. The Operator is not liable for any injury, damage, loss, accident, delay and irregularity which may be occasioned, either by reason of weather, or any defect in any vehicle or through the acts or defaults of any company or persons engaged in conveying passengers or in carrying out organisation or implementation of tours.

10. Website:

All material on this website is copyrighted and cannot be used for any purpose without permission. This website may only be accessed via a standard web browser. Accessing this website via any other method (e.g. web scraping, automation simulation) or using this website or any information from this website as part of any system or for any purpose without our approval may result in user charges being levied.

11. Payment:

A deposit of 50% Quoted Package Price is required to secure your booking, with balance due 30 days prior to the date of the trip, unless a private arrangement has been confirmed. Payment can be made by direct credit, credit card.

Final Payment:

Trail Explorers requires final payment within 30 days of the booked trip.

Our Direct Credit details:

To pay directly into our bank account: (please ensure bank charges are not deducted).

ASB Richmond branch, Nelson

Account Name: Trail Explorers Ltd

Account Number: 12-3158-0066812-00

Swift address: ASBBNZ2A

BSB: 12-3158

Reference: your name

Particulars: our booking number or invoice number

Please email remittance advices to trailexplorers@xtra.co.nz detailing which invoice is being paid.

12. Dietary Requirements:

Whilst we try to accommodate most notified special dietary requirements, this is not always possible.

13. Information Pack:

On completion of your booking, you will be emailed a booking confirmation which will include important details about what you can expect, what you need to bring, what is supplied and where

you need to be at what time. Please ensure that you read through this information thoroughly to ensure that you are adequately prepared. You are responsible for ensuring that you dress appropriately, that you have appropriate footwear to undertake the activity, and that you are in a fit medical state to undertake the activity.

14. The Operator reserves the right to change these Terms and Conditions at any time without notifying customers. Any future bookings you may make will be made subject to the terms and conditions which apply at the time the booking is made, and you are advised to read all the terms and conditions carefully on each occasion prior to making a booking.

15. Governing Law: This website and all component parts, including these Terms and Conditions are covered exclusively by the Laws of New Zealand and you agree to submit to the exclusive jurisdiction of the Courts of New Zealand.

BOOK NOW: By ticking "I have read and understood the Terms and Conditions of Travel" prior to clicking "Booking" I undertake to be bound by the above Terms and Conditions.



WAIVER

I accept that the activities offered by or through Trail Explorers Ltd, which include tramping, trail running and travel to, from and within the activity locations, inherently involve risks and potential hazards. The risks and hazards include but are not limited to uneven surfaces, rocks, cliffs, vehicle accidents and adverse weather events.

I agree that by booking a trip and in undertaking the activities, I accept that there are risks and hazards associated with the activities. I also confirm that all persons travelling with me on this booking have been informed about the terms of this waiver and in undertaking the activities, have similarly agreed to accept that there are risks and hazards associated with the activities and to accept the terms of this waiver.

I accept that it is reasonable for Trail Explorers to assume that I have accepted these terms and conditions by booking this trip and undertaking the activity.

I agree to follow all instructions given by a Trail Explorers guide. I accept that Trail Explorers reserves the right to withdraw any person from the activity who in their opinion is likely to endanger themselves or others. I also accept that Trail Explorers reserves the right to cancel any activity for any reason if it becomes concerned for my safety or the safety of any other person.

I certify that I am physically fit and able to participate in Trail Explorers activities and I have not been advised otherwise by a qualified medical person. I have disclosed to Trail Explorers any medical condition, previous injury or medication that I am taking on the client screening form.

I consent to receive any medical treatment that may be deemed necessary in the event of injury, accident or illness while undertaking Trail Explorers activities and indemnify the operator against any claim in respect of their treatment

I understand that some trips are set in a mountain/alpine environment where certain events may result in having to stay overnight.

I understand that under New Zealand law the accident compensation scheme provides only limited assistance to visitors to New Zealand who suffer personal injury. I acknowledge that Trail Explorers strongly recommends that all visitors to New Zealand should have full insurance covering any personal injury they might suffer, including medical treatment cover.

To the extent permitted by law I hereby release, waive, discharge and hold blameless Trail Explorers, their guides and all persons entities and contractors connected to Trail Explorers from any and all liability for death, disability, personal injury (including mental injury), property damage, property theft, loss of personal equipment and all other foreseeable risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, as a consequence of me carrying out the activities of Trail Explorers. I note that this exclusion is subject to any rights or remedies I may have under the Consumer Guarantees Act 1993.

I hereby consent to Trail Explorers making, taking, collecting, retaining and using photographic images, audio or video recordings of me and/or my minor children (if applicable) undertaking the activities (hereafter the Images) and making available, publishing and/or selling the Images for the purpose of education, research, training, marketing, promotion and/or advertising. The Images may be cropped, altered, transformed or reproduced in any way, in any current or future media (including, but not limited to, print, television, cinema, internet, Youtube, signage, and offline or online social media) and I waive any right to inspect the final form of the Images. I understand that I will not receive payment or any other compensation in connection with these Images and Trail Explorers use or sale of the Images and that I waive my rights of any kind that I have or may have in the Images. I agree to release Trail Explorers from any and all liability that may or could arise from the creation, taking, use or publication of the Images. Trail Explorers agrees to handle the Images in accordance with the Privacy Act 1993 and the terms of this waiver.

I agree that this waiver is contractually binding on myself, my successors, my executors, administrators, heirs, next of kin and assigns and that should I or any of my successors, executors, administrators, heirs, next of kin or assigns assert a claim in contravention of this waiver the asserting party shall be liable for all the expenses (including legal fees on a solicitor client basis) incurred by the other party or parties in defending the claim.