



WAIMARINO KAYAK TOURS
CRUISE SHIP EXCURSIONS
RATE SHEETS 2024 – 2026



CRUISE SHIP EXCURSIONS

Name	1st April 2024- 31st March 2025	1st April 2025 - 31st March 2026	Criteria
Scenic Lake Rotoiti Kayak	\$260 - Adult \$170 - Child	\$280 - Adult \$190 - Child	Minimum 6 persons Minimum age 8 years
High End Scenic Lake McLaren Kayak	\$380 - Adult	\$380 - Adult	Minimum 2 persons Maximum 30 persons Minimum age 5 years
Evening Glowworm Kayak	\$250 - Adult	\$290 - Adult	Minimum age 8 years old Minimum 2 persons



CRUISE SHIP TERMS AND CONDITIONS

The purpose of this document is to set out the relevant Terms and Conditions that govern the commercial relationship between Waimarino Kayak Tours and your organisation.

The Client - Your Organisation / The cruise line.

Buyers - Those purchasing the tour from the cruise line.

1. **Services:** Waimarino Kayak Tours will provide the service: Kayak Tours to ("the Client") in accordance with the Term and Conditions of this agreement.
2. **Bookings:** Our tours require significant amounts of prior organisation, scheduling and resource allocation. It is essential that we receive updates on tour numbers as early as possible. Final numbers must be confirmed the night prior to commencement of the tour by 2100 (9pm). This is to be done via email to Waimarino Kayak Tours Management. At this time an upper limit (cap) on client numbers will be set. This must be adhered to, to ensure that we meet our predetermined safety ratios. This upper limit includes any Cruise Ship staff (famils).
3. **Payment:** The client will pay Waimarino Kayak Tours for the services provided in accordance with the payment schedule outlined in the agreement. The client will be invoiced and required to pay for the final numbers (the numbers that the client confirmed via email, the evening prior to the tour). Waimarino Kayak Tours allocates resources (including staff, catering, vehicles and gear) prior to commencement of the tour, thus we pay these expenses based on final numbers, regardless of whether they partake.
4. **Late Payments:** If payment is not received within 7 days of the due date, Waimarino Kayak Tours reserves the right to charge interest on the unpaid amount at a rate of 19.95% per annum. This is intended to compensate the creditor (Waimarino Kayak Tours) for the loss of use of money during the period of time that the payment has not been made.
5. **Debt Collection:** Any expenses incurred by Waimarino Kayak Tours to recover debt that is owed, will be at the expense of the client. The expenses are those incurred during the debt collection process. This includes but is not limited to legal fees, court costs, collection agency fees, travel, accommodation etc.
6. **Exclusion of Liability:** Under no circumstances will Waimarino Kayak Tours, its employees, or agents be liable in contract, tort, or any other principle of legal liability to compensate consumers for any loss, injury, or damage arising directly or indirectly from any act, omission, error, default, or delay by Waimarino Kayak Tours, its employees, or agents.
 - 1.1 **Exception:** Notwithstanding clause (a), but subject to all other provisions in this clause, Waimarino Kayak Tours does not, by this Agreement, exclude liability for physical damage to consumers that is a direct consequence of the negligence of Waimarino Kayak Tours' employees or agents.
 - 1.2 **Maximum Liability:** If, for any reason, Waimarino Kayak Tours is liable to the consumer in contract, tort (negligence), or any other principle of legal liability, the maximum liability of Waimarino Kayak Tours to the consumer is equivalent to the fee they paid in respect of any one event or connected series of events, with a maximum liability in any 12-month period of \$500.00, irrespective of the number of events.
7. **Cancellations:** Waimarino Kayak Tours Reserves the right to cancel tours. This may be due to weather or other safety concerns. If this is done, a full refund will be made, or in some cases, an alternative tour may be offered. If we are unable to provide the tour through our own fault

[excluding acts of nature, terrorism or war] a 100% refund will be issued. If numbers decrease (buyers cancel via the cruise line) more than 24 hours prior to the scheduled departure, with the consultation of a Waimarino Kayak Tours Manager, a full refund will be made. - If a cancellation is made by the Client (via the cruise line) before the final numbers update with consultation of the Waimarino Cruise Manager, a full refund will be made. If Port time of a ship is adjusted which makes the operation of booked Tour not possible a \$500 admin fee will be charged. If a cancellation is made by the Client (via the cruise line) after the final numbers update then full price will be charged and a refund will not be offered. If Cancellation is made by the cruise line less than 24 hours prior to the scheduled departure due to the ship not being able to make it into port, with consultation of the Waimarino Cruise Manager than a \$35 fee per person booked will be charged.

8. **Alternative Tours:** Should the tour be deemed as unsafe due to weather conditions on Lake Rotoiti, the buyers will be offered the option of a full refund or a replacement tour at a discounted rate. This will be at a local location, and include the same experiences, less the Glowworms. The replacement tour will be offered no later than 24 hours before the departure time of the tour, and the client will be given 12 hours to relay the buyer's decisions via email to Waimarino Kayak Tours Management.
9. **Numbers:** We require a minimum of six paying clients to operate our Kayak Tours.
10. **Catering:** Waimarino Kayak Tours must be notified of any dietary requirements at least 48 hours prior to commencement of the tour. We will endeavour to cater for dietary needs but cannot guarantee that we will be able to meet every requirement.
11. **Vehicles:** Waimarino Kayak Tours strictly uses vehicles that are fully licensed as Passenger Service Vehicles, with current Certificates of Fitness and full insurance. They will be driven by Passenger Service endorsed drivers.
12. **Termination:** Either party may terminate this agreement at any time with written notice to the other party. Upon termination, the Client will pay Waimarino Kayak Tours for all services provided up to the date of termination.
13. **Entire Agreement:** This agreement constitutes the entire agreement between Waimarino Kayak Tours and the Client, and supersedes all prior agreements or understandings, whether written or oral.

Pricing 24/25 Specific.

If a tour is booked to depart on a date where New Zealand is observing a public holiday a 15% surcharge will be added to the final invoice.

If a tour is booked to depart on Christmas day this will be charged at a flat rate of:

- \$320 – Scenic Lake Rotoiti Kayak Tour (per person)
- \$420 – High End Scenic Lake McLaren Kayak Tour (per person)
- \$300 - Evening Glowworm Kayak Tour (per person)

Final invoice will be based on final numbers sent through via email the day before departure (before 9pm)/last update of numbers received or actual numbers on the day of departure whichever is greater. Vouchers/invoicing details are to be sent at latest the day after the departure date.

All out-standing invoices must be paid on the 20th of each month or administration fees will apply.

Tour booking constitutes acceptance of these terms and conditions