



Nourish Travel Agreement

CONTRACT: All bookings are made with NOURISH (us/we) are governed by:

- these Booking Conditions including the Waiver;
- any essential trip Information for your trip (which we will notify you of); and
- any special conditions that may apply (which we will notify you of).

These constitute the entire agreement (the Travel Agreement) between you and us.

The services to be provided are those referred to in your booking confirmation.

PAYMENTS: All payments should be made to Nourish Magazine Ltd. We accept payment in NZ Dollars. You acknowledge you have read the remainder of these Booking Conditions including the terms regarding cancellation and refunds.

CANCELLATION BY YOU: In the event you cancel your trip for any reason, the following conditions apply:

- Cancellation made more than 60-days prior to the scheduled departure date – we refund 50% of the balance payment. We do not refund the deposit payment
- Cancellation made less than 60-days prior to scheduled departure date – we do not refund.

A cancellation will be effective from when Nourish receives written/email notification of the cancellation. This cancellation policy includes voluntary or involuntary early departure from a trip. No refunds will be given for missed or unused services such as accommodation, activities or meals. At the time of booking with us we strongly advise you to take out insurance that will cover cancellation fees.

CANCELLATION BY US: We reserve the right to cancel a trip, including for commercial reasons such as where we do not have the minimum trip participants. In the event that we cancel your trip, you can transfer amounts paid to an alternate trip or receive a full refund (including your deposit), unless your trip is cancelled due to a Force Majeure Event (as defined below).

Cancellation due to Force Majeure: A “Force Majeure Event” includes: acts of God; war; civil commotion; riot; blockade or embargo; fire; explosion; breakdown; union dispute; earthquake; epidemic, pandemic or other health emergency; flood;

windstorm or other extreme weather event; lack or failure of courses of supply; passage of any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority, beyond the reasonable control of the parties, whether or not foreseeable, which would make it dangerous or not viable for a trip to commence or continue.

If a trip is cancelled due to a Force Majeure Event before the trip has commenced, you can transfer of amounts paid to an alternate trip or we can provide a refund minus unrecoverable costs.

If the cancellation due to a Force Majeure Event occurs after a trip has commenced, we will provide, pro-rata, a credit for the days that remain on your trip or refund minus unrecoverable costs of the days that remain on your trip.

Any credit resulting from a cancellation under this clause must be used within 2 years of the start of the trip date, is not redeemable for cash, and excludes all items you have booked directly.

In the event of any cancellation, there will be no claim for damages by either party against the other and we are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

INSURANCE: We strongly advise you to take out travel insurance for the trip at the time of booking. We recommend insurance with cover for personal accident, death, medical expenses and emergency repatriation. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. Where we provide a refund, that is only for amounts that you have paid to us. We do not compensate for other out of pocket expenses expenses that you may have incurred.

PAYMENT SCHEDULE:

A Non Refundable Deposit - 25% of the per person trip fare on reservation of your place on the trip.

Your booking will be confirmed when we receive this payment.

Balance - Due 90 days prior to the departure date of your trip.

Last minute bookings - For any trip booked within 60 days of the departure date you must make full payment at the time of booking.

EXCHANGE RATE FLUCTUATIONS:

The final price of this tour, shall be adjusted if the exchange rate between the NZ\$ and the destinations currency fluctuates by more than 10% from the rate on the date of

booking. The adjustment will be calculated based on the difference between the base rate and the actual exchange rate on the date of final payment.

ITINERARY: You agree that you are willing and able to participate in the trip booked and are prepared to take part in the activities described in the itinerary for the trip. We are not medically trained and it is your responsibility to ensure that you obtain medical advice prior to booking where applicable. You acknowledge that the itinerary provided for each trip is representative of the types of activities contemplated, but that the route, schedules, itineraries, activities, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events including the weather.. We reserve the right to change the itinerary including to cancel any activity at any time for reasons including concerns for the safety of the trip or individual. There will be no refunds for changes to itineraries. If itinerary changes are made before your trip, we will notify you by email to your supplied email address.

COMPLIANCE: You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited and any applicable policy that we notify to you. Our trips are facilitated by a trip leader. The decision of the trip leader is final on all matters likely to affect the safety or well-being of any traveller or staff member participating in the trip. If you fail to comply with a decision made by a trip leader, or interfere with the running of the trip, the trip leader may direct you to leave the trip immediately, with no right of refund.

LIMITATION OF LIABILITY

Acknowledgement: You acknowledge that it is your responsibility to acquaint yourself with all relevant travel information, including applicable health risks and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

Disclaimer of liability: To the maximum extent permitted by law we exclude all liability whatsoever to you or any other person (whether in contract tort or otherwise) for any loss (whether direct, indirect, consequential) including death or personal injury or damage of any kind that may be suffered as a result of any act or omission whether negligent or otherwise by or on behalf of us in connection with the trip or any other matter or thing relating to the Travel Agreement, except to the extent that such loss or damage is incurred as a direct result of our fraud or wilful misconduct. Where the law implies a warranty into the Travel Agreement which may not lawfully be excluded our liability for breach of such a warranty is limited to either supplying the services again or payment of the cost of having the services supplied again.

Indemnity: You indemnify us (and all of our licensors, officers, employees, contractors and agents) against all losses, claims actions, proceedings, damages, costs and

expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with:

(a) your involvement in the trip; and

(b) any breach by you of the Travel Agreement, except to the extent that such loss or damage as a direct result of our fraud or wilful misconduct.

Third party suppliers: We contract with a network of third parties to assist in the running of our trips. Although we take all reasonable steps to select reputable third party suppliers, we are not responsible for the acts and omissions, whether negligent or otherwise, of these third party suppliers. Any disputes between you and any third party, are to be resolved solely between you and that party. Any services provided by such suppliers may be subject to the terms and conditions they impose and you may be required to sign additional terms which may limit or exclude the liability of the third party supplier.

Vicarious liability: We shall not be held vicariously liable for the intentional or negligent acts of any persons not employed by us nor for any intentional or negligent acts of our employees committed while off duty or outside the course and scope of their employment.

OPTIONAL ACTIVITIES: Optional activities not included in the trip do not form part of the trip or the Travel Agreement. You accept that any assistance, recommendations or advice given by your trip leader or local representative in arranging optional activities does not make us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

PERSONAL INFORMATION: For us to provide the services to you, you must provide the personal details we request including but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date, any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Any personal information that we collect about you will be handled in accordance with our [Privacy Notice] and may be used for any purpose associated with the operation of a trip. You consent to this information being passed on to the relevant persons such as our agents, service providers or other suppliers to enable us to operate the trip.

CONSENT TO USE PHOTOS: You consent to us using photographic images of you for publicity purposes. This may include, the display of images in brochures, exhibition booths, websites, and so on.

WAIVERS: You acknowledge and fully accept the waiver attached to these Booking Conditions. For some trips, you may be required to sign and submit separate waivers, different terms and/or a release form, including a waiver or form required by a third-

party supplier who is helping to run your trip. To the extent there are any inconsistencies between the terms of these Booking Conditions and the supplemental waiver, terms or release, the terms of these Booking Conditions prevail. We reserve the right to deny participation to you if you have not signed such additional waiver, terms or release.

PASSPORT AND VISAS: It is your responsibility to obtain and to have in your possession all the required documentation and identification required for entry, departure and travel to each country or region you visit on your trip. This includes a valid passport and all travel documents required by us and/or the relevant governmental authorities including all visas, permits and certificates (including but not limited to vaccination or medical certificates) and insurance policies. Your passport must be valid 6 months after the last date of travel with us as set out on your itinerary. You accept full responsibility for obtaining all such documents, visas and permits prior to the start of the trips, and you are solely responsible for the full amount of costs incurred as a result of missing or defective documentation. You agree that you are responsible for the full amount of any loss or expense incurred by us that is a direct result of your failure to secure or be in possession of proper travel documentation.

MINORS: You enter into the Travel Agreement on behalf of yourself, and those members of your family who are under 18. You certify that you are the parent or guardian of any such minors and that participants meet any age requirements specified in the trip information.

GENERAL:

If any term or provision of the Travel Agreement is held to be illegal, invalid or unenforceable, it may be severed without affecting the legality, validity or enforceability of the remaining provisions.

Neither party will be deemed to have waived any right under the Travel Agreement unless the waiver is in writing and signed by the parties. Any failure or delay by a party to exercise any right or power under the Travel Agreement will not operate as a waiver of that right or power. Any waiver by a party of any breach, or failure to exercise any right, under the Travel Agreement will not constitute a waiver of any subsequent breach or continuing right.

The Travel Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all previous agreements, arrangements, understandings or representations relating to that subject matter.

The Travel Agreement is governed by, and will be construed in accordance with, New Zealand laws. Each party submits to the non-exclusive jurisdiction of the New Zealand courts.

In the Travel Agreement, the term “includes” means “includes without limitation” and other grammatical forms of “includes” will be interpreted accordingly.

Please sign below to acknowledge that you have carefully read and accept these Booking Terms, including the Waiver below.

Name

Date

Signature

WAIVER OF LIABILITY

BY AGREEING TO TRAVEL WITH US YOU WILL WAIVE CERTAIN LEGAL RIGHTS

PLEASE READ CAREFULLY

Granted in favour of: Nourish Magazine Limited and its subsidiaries, affiliates, related companies and licensors and their respective directors, officers, employees, subcontractors, suppliers, agents, guides, contractors, representatives, successors, and assigns in relation to Nourish Magazine.

"Activities" means all services, facilities, activities and events that Nourish provides in relation to tours, pursuits (adventure and otherwise) and travel.

ACKNOWLEDGMENT – HEALTH & SAFETY

I have sought any required medical advice prior to starting my tour regarding my physical condition.

I acknowledge that I am required to wear approved safety equipment while participating in certain Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards which may include but are not limited to:

- travel to remote areas without the possibility of immediate evacuation or availability of medical supplies or facilities;
- equipment malfunctions;

- becoming lost or separated from guides or other participants.

I am aware that such risks may result in personal injury and even death and/or damage to property and other losses.

ALCOHOL AND DRUGS

If I use, consume, or am under the influence of alcohol or illegal drugs prior to or while engaging in the Activities, I assume and accept all risks, dangers, and hazards that may result from this including the possibility of personal injury, death, property damage, and loss, even in the event of negligence or fault by Nourish or third parties, and will indemnify Nourish from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the Activities, while, during, or after consumption of illegal drugs or alcohol.

I am aware of the risks, dangers, and hazards associated with the activities

I am not relying on any oral or written representations or statements made by

Nourish about the safety of the Activities other than what is stated in this Waiver.

I freely accept and fully assume these risks and the possibility of injury and loss resulting from my participation in the Activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of Nourish allowing me to participate in the Activities I agree:

1. In the event that I, or my next of kin, suffer any loss, damage, expense, or injury from my participation in the Activities including those caused by the risks specifically outlined in this waiver, I agree to waive any and all claims I have or may have in the future against Nourish and to release Nourish from any and all liability; and
2. To hold harmless and indemnify Nourish from any and all liability for damage to property or personal injury to any third party resulting from my participation in the Activities.

This Waiver is governed by, and will be construed in accordance with, New Zealand laws. Each party submits to the non-exclusive jurisdiction of the New Zealand courts.

This Waiver shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.

FOR PARTICIPANTS OF MINORITY AGE: I certify that I, parent/guardian with legal responsibility for this participant of minority age, do consent and agree to his/her release of all Nourish, and for myself, my heirs, assigns, and next of kin. I release and

agree to indemnify Nourish for any and all liabilities incident to this participant of minority age's participation in the Activities.

Please sign below to acknowledge that you have carefully read and accept these Booking Terms.

Name

Date

Signature