

Project Island Song Tour Experiences

Terms and Conditions

Project Island Song tour experiences are operated by the Guardians of the Bay of Islands Incorporated (“the Guardians”) according to the below terms and conditions.

Acceptance of Terms and Conditions

1.1 You confirm that in paying for and reserving a tour, you are agreeing to be bound by our Terms and Conditions.

1.2 In the case of a person or entity making a reservation on behalf of others, it is the responsibility of the person or entity making the booking to bring these Terms & Conditions to the attention of all of those individuals on whose behalf the booking is made. The person or entity making a booking on behalf of others shall be deemed to have accepted these Terms & Conditions on behalf of all individuals on whose behalf the booking is made.

Payments

2.1 Payment in full is required to confirm your booking. This will be made either:

- By card payment as part of an online booking process
- Upon receipt of an invoice following your booking enquiry

2.2 All prices are quoted in New Zealand dollars (NZD) and include local Goods and Services Tax (GST) of 15%, unless otherwise specified.

2.3 Any refunds are to be made in New Zealand dollars (NZD), at the current exchange rate. This may mean that the amount you receive as a refund differs from the original amount you paid in your local currency.

Cancellation by you

3.1 All cancellations must be received in writing to info@projectislandsong.co.nz. If you cancel your tour we will refund your payment in the following manner:

- (a) 60 days or more prior to the tour date: 100% of the total tour cost will be refunded
- (b) 8-59 days prior to the tour date: 80% of the total tour cost will be refunded
- (c) within 7 days prior to the tour date – 0% of the tour price is refundable, and your booking will not be transferable to another tour
- (d) no refund or rescheduling is available for “no shows” or cancellation after the tour has commenced.

3.2 All tours depart on the scheduled departure time. If you are late and miss the departure, you will not receive a refund, and your ticket will not be transferable to another tour. Boarding is 15 minutes before departure time. Please ensure you have allowed enough time to travel and find parking to be on time for boarding.

3.3 While we understand that cancellations may at times be unavoidable, we highly recommend you purchase adequate travel insurance to cover you for this.

Cancellation by us

4.1 Our guided experiences are dependent on safe and suitable weather and sea conditions. Safety is our first priority, and we have strict criteria for our safe operating conditions.

4.2 A final judgement will be made on the safety and suitability of the conditions forecast at midday on the day prior to your trip. We will contact you using the email attached your booking as soon as possible following this if we need to cancel or reschedule your trip. Please check your email on the day prior to your tour to confirm.

4.3 If weather or sea conditions mean that we cannot operate our boat on your booked day, we will make every effort to offer you an alternative, by:

- Providing a guided walk on another island, using transport on larger commercial boats that may still be able to run
- Rescheduling your trip for another day

4.4 If we are unable to adapt or reschedule your trip, 100% of the tour cost will be refunded to you.

4.5 Please be aware that operating our tours in a smaller boat means that sometimes it may not be safe for us to operate, even when you see that other larger boats are still operating in the bay.

4.6 If other reasons relating to our operations prevents us from delivering the tour that you have booked (e.g. staff sickness, mechanical issues), we will make every effort to reschedule your trip where possible.

4.7 If we are unable to reschedule your trip, 100% of the tour cost will be refunded to you.

4.8 As is normally the case with group tours, a minimum number of bookings is required in order for a tour to be financially viable. In the event that adequate numbers cannot be achieved, it may be necessary to cancel a scheduled departure, in which case we will make every effort to reschedule your trip. If that is not possible, we will provide a full refund.

4.9 In the event of an unforeseen circumstance (force majeure) such as natural disaster, war, pandemic, fire, terrorism or other similar event beyond our control, we will provide a refund less any unrecoverable costs.

Privacy and data

5.1 We collect personal information from you regarding all participants under your booking, including information about your:

- name
- age (for those under 16)
- contact information
- billing or purchase information
- emergency contact details
- relevant health issues that may affect your ability to participate in the tour

5.2 If you choose not to provide this information for all participants, we will be unable to provide you with tourism services.

5.3 The data you supply to us as part of your booking, or when communicating with us by any other method, is used only to respond to your enquiry and deliver your experience.

5.4 We do not share email information or any other contact details with other parties.

5.5 If you have consented, we will retain your contact details for marketing purposes. Any marketing emails from us will give you the option to unsubscribe.

5.6 We may take photographs and videos during tours for use in our social media or other marketing materials. Acceptance of these terms and conditions and allowing your photo/video to be taken during the tour will mean that you agree to those images of yourself being used by Project Island Song for the above purposes. Should you not wish to be included please let us know on the day.

Health and fitness

6.1 It is your responsibility to ensure that all participants under your booking have the required level of fitness to complete the walk that you have booked, as well as the ability to board and disembark the boat. If you are unsure about this, please contact our team to discuss.

6.2 If at any time, our team feels that you are not able to safely complete the tour, or that your health and/or fitness interferes with the delivery of the tour for other participants, we reserve the right to exclude or remove a participant from the tour.

Children

7.1 Children under the age of 5 are not able to participate in our tours.

7.2 All children under the age of 16 must be under continuous parental or legal guardian supervision for the duration of the tour.

7.3 It is your responsibility to ensure that children under your booking have the required level of fitness to complete the walk that you have booked, as well as the ability to board and disembark the boat.

7.4 You must provide the ages of all children under 16 at the time of booking, to ensure that we can provide the required lifejackets.

Safety and risk disclosure

8.1 We are committed to delivering a safe and enjoyable experience. We take all care to ensure your safety, however there are inherent risks in the nature of our activity.

8.2 You must follow our team members' instructions at all times to ensure your safety. You acknowledge that any failure to do so may result in your removal from the trip, with no right of refund.

8.3 The following risks are inherent in our experiences, and may result in serious injury or death:

- Boarding and disembarking – slips, trips, falls, crushing.
- Changing weather conditions – sea state, moving vessel, exposure to the elements (wind, cold, rain, sun, heat), unforeseen events, natural hazards.
- Island walks – uneven terrain, slips & trips, cliffs & steep drop offs, getting lost.
- Remote location – medical facilities and immediate access to medical care are limited and may be significantly distant.
- Vessel emergencies – Person overboard, vessel grounding, steering, loss of engine power, fire, abandon ship, encounters with marine mammals.
- Natural hazards – tsunamis, wildfire.
- Personal property – risk to personal property being damaged.

8.4 By participating, you signify your acknowledgment and acceptance of these inherent risks, and agree to conduct yourself in a safe manner.

Your safety and enjoyment are our priority, and we appreciate your cooperation ensuring a safe experience. You agree to inform all others in your party of the above risks.

8.5 The Guardians will not be held liable for any personal injuries, equipment loss or damage sustained while travelling on any of our tours. Nor liable for any costs incurred as a result of disruption to travel plans which may occur.

8.6 While travelling to and from the islands by sea (whether on the Guardians' own vessel, or a third-party operator), participants fall under the maritime safety management processes of the vessel, and direction of the skipper up until the point that they are on land and clear of the vessel. Once on land, participants' health and safety is managed through the Guardians' Safety Management System, under the responsibility of the guide.

Biosecurity

9.1 In making your booking, you agree to follow all biosecurity protocols as directed by the Guardians in order to maintain the pest-free status of the islands of Ipipiri. This includes both when packing bags ahead of your tour, and on arrival at the wharf.

You will receive information about how to protect the wildlife on the islands in advance of your trip, or you can find it on our website here: <https://projectislandsong.co.nz/biosecurity/>