



Kiwi Does It Ltd - Terms and Conditions of Trade

These terms and conditions apply to all transactions, information and dealings between Kiwi Does It Ltd (KDI) and you, the client. When requesting an itinerary, placing a booking or using any information supplied from KDI, you enter into a contract and are bound by these terms and conditions and you will be deemed to have understood and accepted these terms and conditions of trade.

THE USE OF KDI AND ITS SERVICES

Having connected via various mediums including, but not limited to, telephone, email and/or our website, you may decide to retain KDI to create a New Zealand travel itinerary for you that will be managed by KDI during your stay in New Zealand. Detailed in your itinerary, there will be internal transfers/flights, accommodations, vehicle bookings, activities and guiding services, among other agreed inclusions, as per your requirements.

The Itinerary Creation Retainer (ICR) for our consultancy service to you is payable to KDI and is determined by the length (days) of your New Zealand itinerary. The retainer fee below is quoted in New Zealand Dollars (NZD)–

Days	ICR (NZD)
0 – 9	\$750 + GST
10 – 19	\$1100 + GST
20 – 29	\$1450 + GST
30+	\$1800 + GST

This non-refundable retainer is in place to protect KDI and its networks/affiliated partners from false bookings, while also aiming to maintain transparency and integrity. The retainer is a tangible, value measurement of the time, internal costs, expertise and networks used in the itinerary-building process.

Having received the ICR, KDI will work with you to create your custom-made itinerary. Upon confirmation of that itinerary, KDI will send you out your confirmed itinerary, complete with a total cost breakdown.

PAYMENT

In order to confirm an itinerary and its associated bookings, you must pay to KDI a non-refundable deposit of 30% of the total trip cost to be paid by you within seven (7) days of itinerary confirmation. Failure to do so may result in the cancellation of your itinerary.

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Full payment of the trip balance is required no later than:

- ✓ 60 days prior to the start of the itinerary for any trip all or part of which falls between 10 December and 20 January (inclusive);
or
- ✓ 45 days prior to the start of the itinerary (in all other cases),

unless otherwise agreed in writing by KDI.

If you confirm an itinerary within forty-five (45) days prior to day one of your itinerary, the full trip cost is payable by you immediately upon confirmation of the itinerary.

KDI will issue a receipt for all payments received from you.

Should the deposit or final balance not be paid by the due date as specified above, KDI reserves the right to cancel the itinerary, including the release of all arrangements and associated bookings. KDI is not responsible for late payments resulting in cancellation, loss of reservations and/or changes to an itinerary.

KDI is under no obligation to place or maintain any booking with any accommodation or service provider, or to make payment for any accommodation or service, until such time as it has received cleared funds from you out of which to make such payment(s).

Payment to KDI can be made via electronic transfer, Visa, Mastercard and Amex with applicable credit card surcharges applying – KDI will notify you of any such charges. Please note that when using a credit card, variation between the quoted and actual trip cost may arise due to the processing date by your bank and you hereby agree to accept any such variation.

KDI is acting as your agent in booking all accommodation and services and upon payment of accommodation and service deposits by KDI on your behalf, the terms and conditions of each accommodation/service provider are agreed to and accepted by you.

Any further costs that you may be required to pay to KDI including, but not limited to, costs for any alterations, amendments or changes to your itinerary, are to be paid within seven (7) days of the date of notification from KDI, including a \$100 + GST service fee.

All payments are to be made in New Zealand Dollars (NZD) unless stated otherwise. Any electronic payments and all associated bank fees are to be met by you, the client, and are to be made to the following bank account via Electronic Transfer –

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Bank	National Bank of New Zealand
Address	66 Ardmore St
	Wanaka 9305
	New Zealand
Account Name	Kiwi Does It Ltd
Account Number	06 - 0257 - 0170873 - 00
Swift Code	ANZBNZ22

PRICE

All prices quoted by KDI are in New Zealand Dollars and are inclusive of 15% New Zealand Goods and Services Tax (GST) in accordance with the Goods and Services Tax Act 1985, and are subject to any increase in GST by the New Zealand Government.

All fees quoted by KDI are in New Zealand Dollars, and are inclusive of 15% GST. They too are subject to any increase in GST by the New Zealand Government.

CANCELLATIONS

If you wish to cancel your itinerary with KDI, you agree and acknowledge that certain costs will apply as specified below. If you wish to cancel an itinerary you must notify KDI in writing immediately.

If all or any part of your trip is scheduled to take place between 10 December and 20 January (inclusive) and you cancel your itinerary by notice in writing to KDI:

- ✓ On any date prior to the date being 60 days before the start of your itinerary, KDI will retain the non-refundable ICR and 30% deposit
- ✓ On any date 60 days or less before the start of your itinerary, KDI will retain the non-refundable ICR and 100% of the total itinerary cost

In every other instance, if you cancel your itinerary by notice in writing to KDI:

- ✓ On any date prior to the date being 45 days before the start of your itinerary, KDI will retain the non-refundable ICR and 30% deposit
- ✓ 45 - 30 days before the start of your itinerary, KDI will retain the non-refundable ICR and 40% of the total itinerary cost
- ✓ 29 days or less before the start of your itinerary, KDI will retain the non-refundable ICR and 100% of the total itinerary cost

The balance of any funds paid by the client to KDI (i.e. any funds paid by the client to KDI over and above the relevant retention amounts referred to above) shall be refunded to the client.



If, through no fault of the client, a trip is cancelled by KDI, KDI will reimburse you for any monies, deposits or securities paid by the client to KDI for the itinerary. KDI is only liable to refund the deposit and any other monies paid directly to KDI for the itinerary, and is under no obligation or liability to reimburse other costs, expenses or losses suffered or incurred by the client or any other party.

Losses resulting from, and not limited to, such bookings as travel costs, airfares, insurance or alternative accommodation will not be met by KDI.

REFUND

If an accommodation provider or service provider is unable to provide any of the contracted services, KDI will use its reasonable endeavours to obtain a refund of any moneys paid to such accommodation or service provider in accordance with such accommodation provider or service providers terms and conditions, and will refund to the client any monies so recovered. In addition, KDI will endeavour to find replacement accommodation/services at the client's cost in all respects. For the avoidance of doubt, KDI will not be liable to the client for any cancellation of accommodation or services by an accommodation or service provider.

Should adverse weather conditions hinder your ability to complete an activity already paid for, then KDI will use its reasonable endeavours to obtain a refund of any monies paid to such activity provider in accordance with such activity provider's terms and conditions. Any monies received by KDI in this regard will be refunded to you.

Except as set out in this section above or in the section headed "Cancellations" above, KDI will not be obliged to refund to you any monies paid in respect to your itinerary. For the avoidance of doubt, KDI will not be obliged to refund any monies paid in respect of any accommodation, tours, activities or other services included as part of your itinerary that you choose not to use for any reason.

If you are entitled to a refund in accordance with these terms and conditions such refund will be paid to you by the later of:

- ✓ the twentieth (20th) of the month following your departure from New Zealand;
- or
- ✓ seven (7) days after KDI receives the refund from the relevant accommodation or service provider

ADDITIONAL EXPENSES

The price quoted to you by KDI is only inclusive of such accommodation, internal transfers, events, activities, meals, guiding and any other services as are outlined in your

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itinerary and which are expressly stated as being included in the itinerary cost.

Additional expenses may be incurred during your time in New Zealand and are solely your responsibility, as are any costs incurred during your stay at any specified accommodation included in your KDI itinerary. Checking out of each hotel and paying for any incidentals incurred is also your responsibility.

Both New Zealand and international departure taxes, duties, immigration costs and/or fees and visas that you may require are not included in the price.

If you require KDI to provide a guide for all or part of the trip you will be required to pay KDI for such guide at the following rates:

Guide Services (# of days)	Daily Price (NZD)
0 - 9	\$800 + GST
10 - 19	\$700 + GST
20 - 29	\$600 + GST
30 +	\$500 + GST

TRAVEL INSURANCE

KDI strongly recommends purchasing full travel insurance, covering such instances as flight cancellations/delays, missed connections, baggage loss/delay, full medical cover (including accidental death, emergency evacuation requiring repatriation) and loss resulting from unforeseeable circumstance.

Should you need to cancel your trip or make any necessary emergency arrangements during your vacation, you will need to seek cover under your own independent insurance policy.

EXCLUSION OF LIABILITY

KDI offers creation, provision, management and support services to you for the duration of your vacation in New Zealand. We aim to undertake these services with a reasonable amount of care and due diligence while introducing you to the operators and people included in your itinerary. As KDI does not own, operate or manage the accommodations, operators, activities or suppliers included in your itinerary, KDI is in no way responsible for any faults, failures, omissions or acts, whether negligent or otherwise, on behalf of these service providers.

KDI will not be liable for personal injury, death, delay, loss of any nature, property damage, additional expenses or inconvenience resulting from acts, omission or

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negligence whatsoever of KDI, its agents, contractors or any other service providers or operators, including but not limited to, liability as a result of missed carrier connections, delayed departure, transportation or accommodation substitutions, termination of service, cancellations of/or double bookings for reservations, changes in price, or the failure of any service provider at any time. KDI does not accept any liability for any changes to, or cancellation of, your itinerary except as expressly set out in these terms and conditions.

KDI and/or its guides are at no fault, and reserve the right to make judgement calls on such issues as road closures, driving conditions, weather and other safety issues involving you during your itinerary.

FORCE MAJEUR

KDI is not responsible or liable in any way for any damage, delay, additional expense, loss or inconvenience caused directly or indirectly by events which are beyond our control, including but not limited to – war, threat of war, civil unrest, industrial disputes, fire, natural or nuclear disaster, terrorist activity, adverse weather conditions, acts of God or demands, acts, orders or requirements of any government or other authorities, technical problems affecting your itinerary or any other circumstantial events beyond our control.

TERMINATION

KDI may terminate the agreement between you and KDI on 30 days notice in writing to you. You may not terminate this agreement under any circumstances.

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JURISDICTION

The law of New Zealand will govern this agreement. The stated terms of trade (above) replace all previous conversations, arrangements and contracts between KDI and you regarding any services to be performed by KDI for you.

(Named below), agree to the foregoing terms and conditions of trade.

For: Kiwi Does It Ltd

Signature Date

From:

Signature Date

Please sign and return by email to rob@kiwidoesit.com

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