

## Eating Adventures Terms and Conditions

### Booking your tour

By making a booking with us you are deemed to have accepted the Eating Adventures terms and conditions of travel. Your booking is not confirmed until we have received a non-refundable deposit of \$800 per person. The balance of any booking is due 60 days before the tour commences. Bookings made within 60 days of departure require full payment to confirm the booking.

### Payment

On receipt of a booking Eating Adventures will provide an invoice for the tour deposit, this should be paid into the bank account provided within 7 days of receipt. An invoice for the balance of the tour price will be issued 70 days prior to the tour date and should be paid into the bank account provided within 7 days of receipt.

### Itinerary change

We make use of local hotels and businesses to deliver your tour. In the event plans are disrupted, we reserve the sole right to adjust the itinerary to enable us to deliver what we consider to be a comparable tour. We may also change a tour if we consider political, security or safety could be compromised. Please read this item in conjunction the clause on Acceptance of risk.

### Cancellation

#### By the traveller:

Cancellations must be made in writing. If you cancel 61 days or more before the scheduled travel date you will be entitled full refund (less the non-refundable deposit). If you cancel 31-60 days before travel, you will be entitled to any amount you have paid above 50% of the full price. Cancellations less than 31 days from departure will not be entitled to any refund. Non- payment of the balance 60 days from departure may at our sole discretion be treated as a cancellation.

#### By Eating Adventures:

Eating Adventures may cancel at any time up to 31 days before the scheduled departure. We may cancel at any time prior to departure if due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. In the event that a tour is cancelled by us we will offer an alternative tour date or a refund. We are not responsible for any incidental expenses that you may have incurred as part of booking the tour including but not limited to travel insurance excess, non-refundable flights.

### Inclusions & exclusions

#### Eating Adventures tour price includes:

- Hotel accommodation
- Meals as detailed in the tour itinerary
- Guided tours as detailed in the tour itinerary
- Events, visits and tastings as per itinerary
- Transport as detailed in the tour itinerary
- Airport transfers (excluding Tokyo)
- Tour leaders and local guides
- Tipping for local guides and restaurants

#### Eating Adventures tour price excludes:

- International flights
- Airport taxes and excess baggage charges
- Travel insurance
- Porterage
- Alcohol and drinks
- Optional tours outside the group arrangements
- All personal expenses including mini bar, laundry, shopping.
- Eating Tokyo tours – Tokyo airport transfer

### Personal information

In order for us to complete booking arrangements, we will require personal details including but not limited to full name as per passport, passport number, passport expiry date, date of birth and nationality. You must advise us of any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements.

### Age limits

Our tours are structured with an expectation of people over 18. Although we have no upper limit, we anticipate a reasonable level of fitness to cover the undulating terrain and stairs.

### Personal documents

You must carry a valid passport with at least 6 months left to run beyond the duration of your tour. Accommodation will be booked in your name. You will not need accommodation vouchers however you will be required to present your passport to check-in.

### Small groups

We operate with very small groups. We reserve the right to cancel a tour if we fail to reach the stated minimum group size and we will advise all registrants when the relevant tour is definite.

#### Travel insurance and your responsibility

Travel insurance is mandatory to travel with Eating Adventures and should be taken out at the time your booking is confirmed. It is not included in the price and we will ask you for proof of insurance before you travel with us. We recommend you seek insurance that covers you for loss or damage of luggage or personal effects, cancellation or curtailment as well as medical and personal liability. In the unlikely event that your holiday is affected by any circumstance outside our control, we expect you to have arranged sufficient insurance to ensure you are not out of pocket. There will be no refunds by us for any unused services.

We expect our travellers to comply with local laws, culture and drug regulations; we do not have the skills or resources to help if you fall foul of the local laws. If an unlawful or illegal act is committed by a traveller, or that person's conduct is deemed to be incompatible with the interests of other travellers in the group, we reserve the right to remove and exclude that person from the tour without any refund.

It is a condition of booking that you are in good physical health and able to fully participate in all events and activities listed in the itinerary. This includes, but is not limited to, being able to walk unassisted for 2 to 3 hours or 5 to 8 kilometers daily; stand without support for up to 30 minutes; ascend and descend several flights of stairs; walk over cobbled streets or uneven surfaces; stand on the Tokyo metro train for up to 30 minutes; handle your own luggage.

#### Acceptance of risk

By booking a tour with Eating Adventures you accept that travel includes a risk component. You are acknowledging that political, cultural geographic characteristics all present their own risks outside the control of Eating Adventures, as do the local businesses over which we have no restraint. Eating Adventures is not responsible in any way for situations outside its control.

In the event of any such circumstances beyond our reasonable control including, but not limited to, severe weather, flooding, fire, drought, earthquake, government restraint or other natural phenomenon, it may be necessary to modify or cancel an itinerary and Eating Adventures is not responsible for any loss or expenses incurred. Working on a best-efforts basis, Eating Adventures will endeavour to arrange for the provision of comparable services wherever possible, but any additional expense incurred are payable by the travellers. The traveller would be responsible for recovering any such costs through their travel insurance.

#### Limitation of liability

We contract with a network of companies, government agencies and individuals to assist in the running of our trips as agent for these third parties. We are not responsible for the acts and omissions of these third parties.

To the fullest extent permitted by law:

- any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a trip, or any breach of the Booking Conditions, is excluded;
- you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a trip; and
- any condition or warranty which would otherwise be implied by law into these Booking Conditions (Implied Warranty), is excluded.

To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar trip to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your booking.

Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

#### Claims & complaints

If you have a complaint about your trip please inform your group leader at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

#### Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then, such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

#### Jurisdiction

The booking conditions set out here are governed by the laws of New Zealand. Any disputes in connection with a tour or these booking conditions must be initiated in the courts of New Zealand.

#### Registered address

27 Farm Road, Northland, Wellington, New Zealand