



EXTENDED TERMS AND CONDITIONS OF USE

1. These terms and conditions are the terms upon which Cook River Experiences Limited (“We”, “Us” or “Our”) permits “You” to make bookings with “Us” using “Our” website, by email, fax or telephone. By making a booking with Us, You are agreeing to comply with and be bound by these terms and conditions and all applicable laws and regulations. All agreements and contracts shall be subject solely to New Zealand law and the exclusive jurisdiction of the New Zealand courts.

2. Pricing

All prices are correct at the time of publication, but “We” reserve the right to alter the prices for any reason at any time.

3. Bookings

To make a booking using the online booking system on “Our” website, or by email, fax or telephone, “You” must pay “Us” the full cost of “Your” trip and extra products or services by credit card by providing “Us” with “Your” credit card details. Payment by credit card is accepted as confirmation of “Your” booking.

An email confirmation of “Your” booking will be sent to “You” under the name of our trading name Experience Fox Glacier.

The name of the business that will appear on your bank/credit card statements will be Cook River Experiences Limited. All transactions are in New Zealand Dollars (NZD) and include GST.

By providing Us with Your credit card details “You” are authorising “Us” to charge any cancellation fee set out in “5” of these terms and conditions to “Your” card.

4. We advise that all activities carry a degree of risk and that by participating in the activity provided by “Us” you are expressly assuming those risks personally and are, to the maximum extent permitted by law, releasing “Us” and its officers and employees from any liability, claims, losses, damages or expenses caused by any event including, but not limited to:

- Personal injury or death
- Property loss or damage
- Acts which may be construed as negligent or accidental
- Any other loss, damage, suffering, emotional or nervous disorder.

5. In participating in the activity, “You” agree to the conditions set out as above and consent to the conditions in clauses 5(a) to 5(f) and 6 through 9.

a. I confirm that I am physically fit and suffer no medical conditions, which may be aggravated by this activity.

b. I consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify the Operator against any claims in respect of this treatment.

c. I agree that any films, sound, video or other recordings taken of or during the activity will not be used in any promotion or advertising without the prior consent of "Us", however "We" may use such recordings itself at its complete discretion without any prior approval.

d. "You" agree to listen to my driver/guide, follow their instructions and make sure any children in my care do the same.

6. The selling agent and "We" accept no responsibility for any loss or additional expenses arising from changes, delays or cancellations of "Our" services and activities. We strongly recommend travel insurance is purchased prior to travel.

7. Cancellation

a. You must telephone 0800 187 357 or to cancel "Your" booking. In the event of a cancellation or amendment to your booking, notification period is in New Zealand (NZST) time.

b. The following cancellation policy applies if "You" wish to cancel any booking for a trip that "You" have made with "Us":

No cancellation fee is payable if:

You cancel "Your" booking at least 24 hours before the reporting time for "Your" trip or "We" cancel the trip for any reason before the trip has commenced.

Cancellation fee of 100% of the cost of the trip is payable if:

You cancel "Your" booking less than 24 hours before the reporting time for "Your" trip or "You" do not show up at the reporting time for "Your" trip.

8. Refunds

We reserve the right to change the duration and the given description of the experiences in response to changing operational conditions. Where applicable, partial refunds may be given. Please notify "Us" if "You" would like details for "Our" partial refund policy.

Due to exchange rate fluctuations, at times there may be some variance in the amounts refunded compared to the amount initially charged. Cook River Experiences Limited (and associated companies) does not accept any liability for these variances or any subsequent credit card/bank charges relating to these transfers to customer's accounts.

9. By making a booking and consenting to our terms & conditions, you are agreeing to receiving emails from us. These emails are only for internal improvement purposes and will never be passed to third parties for any mailing lists.