

## Terms & Conditions

### 1. STATEMENT:

NZICESCAPES IMAGES, referred to hereafter as NZII will make every effort in realization of our tours/workshops. As our tours/workshops take place in wild natural environments, they are controlled by Mother Nature. It is therefore out of our control if these natural or any other unforeseen circumstances occur.

Should the rare event of canceling tour/workshop happen due to these unforeseen circumstances, NZII will refund in full all photo tour or workshop fees paid to NZII. This is the liability limit of NZII or any other our associates.

It is NOT NZII liability if the photo tour or workshop is cancelled (discretion of NZII) due to the photo tour/workshop not meeting a minimal number of participants. We advise for adequate insurance.

It is NOT NZII liability if the photo tour or workshop is cancelled (discretion of NZII) anytime after commencement date due to the unforeseen circumstances. We advise for adequate insurance.

NZII does NOT assume any responsibility for any other costs incurred by participant as a result of any cancellation.

Due to the character of our photo tours/workshops and because we want to work with nature not against it, NZII reserves the right to alter itinerary, change, substitute locations and accommodation of similar level in sake of and for benefit of the tour/workshop and without consultation with participants.

Participants have no right to any refund or other considerations in the event of these itinerary changes. Every effort will be made however, to adhere to the initial itinerary.

The term "NZICESCAPES IMAGES" refers also to "Petr Hlavacek Photography or Petr Hlavacek or "we" or "us" .

### 2. RESERVATIONS AND PAYMENT:

To reserve your place in tour, completed Reservation Form and a non-refundable deposit is required at time of your booking.

After confirmation of your place in tour/workshop, the balance must be paid in full no later then **90 days prior** to the scheduled tour/workshop commencement date.

The deposit and balance payments may be made via internet banking, through PayPal, using credit/debit card or by money transfer onto our bank account.

We reserve the right to cancel your booking if the full payment is not received by due date, as if in writing, and the cancellation charges shall be applied.

### 3. CANCELLATIONS AND CHARGES:

Should you wish to cancel your booking, we must receive your cancellation in writing and upon which the cancellation fee shall be applied:

90 or more days prior scheduled tour/workshop date:	the deposit
61-89 days prior scheduled tour/workshop date:	50% of tour/workshop costs
less then 60 days prior scheduled tour/workshop date:	100% of tour/workshop costs

No partial refunds are made for unused portions or services of a tour/workshop for any reason whatsoever.

#### **4. FITNESS AND HEALTH:**

NZICESCAPES IMAGES's tours/workshops are generally designed to suit broad range of fitness levels. However, some longer walks (2-4 hrs return) over uneven, uphill and rugged terrain may be required on some of our tours/workshops.

Therefore, good level of fitness is recommended, as well as the ability to carry your own small back pack with extra clothing, snacks and camera equipment.

If you'd have any concerns regarding your own capabilities, your special dietary supplements or any other questions, please don't hesitate to contact and discuss this with us.

For your own and others safety, we need to know of any medical or physical condition that you may have. Petr Hlavacek, NZICESCAPES IMAGES, Petr Hlavacek Photography or any other our associates will NOT be held liable for any injuries, accidents or other medical care.

Once a trip has been confirmed, medical circumstances will not be considered as exceptions to our cancellation policy. We assume no responsibility for medical care or for special dietary requirements.

#### **5. INSURANCE:**

We strongly recommend that all tour/workshops participants are adequately insured for their overseas travel and medical protection, including coverage for tour/workshop cancellation, loss and theft of luggage and emergency evacuation.

Insuring the photographic equipment is also recommended.

It is the participants responsibility to be at photo tour/workshop departing point at the agreed time.

It is also our recommendation to purchase refundable air ticket, as we assume no responsibility for damages caused by any cancelation.

Petr Hlavacek, NZICESCAPES IMAGES, Petr Hlavacek Photography or any other our associates will NOT be held liable for any damage, loss or theft of any of photo tour or workshop participants' personal belongings, injury or any other accidents or losses.

By booking with NZICESCAPES IMAGES you agree to be bound by these terms and conditions.

A Release and Assumption of Risk form must be signed by each participant prior to the commencement of the trip. Participation by any trip member will be declined in the absence of the signed release of liability form, with no trip fee refund. No modification to the terms of the Release and Assumption of Risk form will be accepted.

## **ASSUMPTION OF RISK AND RELEASE OF LIABILITY:**

I am aware that during any tour or workshop that I am voluntarily participating in under the arrangements of NZICESCAPES IMAGES certain risks and dangers exist while traveling in New Zealand and in its wilderness areas and that the possibility of property damage, bodily injury and death exists. There is a possibility of accident or illness occurring without access to immediate or timely medical treatment or facilities. There is a risk of communicable diseases, food-related illnesses, the potential for personal injury and property damage or delay by forces of nature, wildlife or wildlife models, thefts, pilferage and accidents during travel while on foot or by aircraft, helicopter, automobile, van, bus, boat, ship or other conveyance. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of this tour or workshop.

In consideration of, and as part payment for the right to participate in such tours or workshops and/or other activities and services arranged for me by NZICESCAPES IMAGES, I have and do hereby assume all risks, and hereby release NZICESCAPES IMAGES and its associates and will hold them harmless from any and all liability, actions, causes of actions, debts, claims, and demands of every kind and nature, howsoever caused, which I now have or which may arise of or in connection with any of my tours or workshops and participation in any activities arranged for me by NZICESCAPES IMAGES.

Should NZICESCAPES IMAGES or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify them and hold them harmless for all such fees and costs. In the event a lawsuit is filed, I agree to do so solely in New Zealand and further agree that the substantive law of New Zealand shall apply in that action without regard to the conflict-of-law rules of any other state. The terms hereof shall serve as a release and assumption of all risk for myself, my heirs, executors and administrators, and for all members of my family. Certain ship owners require the use of pre-printed ticket forms which limit the ship owner's and operator's liability. When such tickets are used, I am bound by the terms of these tickets with respect to my legal relationship to the owners and operators of the ship, their agents (NZICESCAPES IMAGES), and the ship's crew.

I have read and agree to the terms and provisions of the TERMS & CONDITIONS, as stated in the NZICESCAPES IMAGES website and other information materials pertaining to my tour or workshop, especially noting the policy on cancellations, refunds, and limitations on responsibility. If any part, article, paragraph, sentence or clause of this Agreement is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and the remainder of the Agreement shall continue in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against NZICESCAPES IMAGES and its associates, on the basis of any and all claims from which I have released them.

**I have had sufficient time to read this entire document, I have read and understood it, and I agree to be bound by its terms.**

Print Name

Signature

Date

**Thank you for joining us!**

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