

ASPIRING GUIDES NZ LTD TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "Booking Form" means the form completed by you in order to book a Trip/Course or course.
- 1.2. "Personal Information" means personally identifiable information and data provided through our Platforms
- 1.3. "Platforms" means websites, emails, newsletters, bookings & inquiry information, and social media accounts
- 1.4. "Terms" includes these Terms and conditions and any changes to them.
- 1.5. "Trip" or "Course" means services provided by us.
- 1.6. "You" means the person accessing or using the website and "'your" has a corresponding meaning.
- 1.7. "We" and "Aspiring Guides" means Aspiring Guides NZ Limited, its related companies, successors, and assignees. "Our" and "us" have a corresponding meaning.

2. ACCEPTANCE OF TERMS

- 2.1. By accessing our Platforms and/or completing and submitting the Booking Form, you agree to be bound by these Terms.

3. PAYMENT

- 3.1. All prices, unless stated otherwise, are in New Zealand dollars.
- 3.2. Payment is due on the following Terms;
 - a) NZ\$500 deposit per person is required at the time of the submission of the Booking Form.
 - b) Full payment must be made 60 days before commencement date of the Trip/Course.
- 3.3. Should you cancel your booking for any reason you will receive a full refund less a cancellation fee calculated as follows:
 - a) If the cancellation is made more than 60 days before your Trip/Course /Course starts then a cancellation fee of NZ\$200 per person will apply,
 - b) If the cancellation is made between 60 and 30 days before your Trip/Course /course starts then a cancellation fee of 50% of the course or Trip/Course fee will apply,
 - c) between 29 and 15 days 75% of the Trip/Course fee.
 - d) If you cancel less than 15 days (or during) the Trip/Course no refund will be given.
- 3.4. If the weather remains adverse and prevents the Trip/Course from operating, you have the opportunity to carry out sub-alpine adventure and skill development activities. The Guide fee applies, and any Trip/Course costs not utilised will be refunded.

4. TRIP/COURSE PRICES

- 4.1. We reserve the right to amend Trip/Course prices at any time before and including the departure date. Amendments may be necessitated for many reasons including, but not limited to, increased fuel costs, increases in ground services or exchange rate fluctuations.

Any increase in Trip/Course prices must be paid prior to the departure date. Note: A small surcharge may apply for some Trip/Courses during Easter, Christmas & New Year holidays where additional costs may be levied to meet statutory obligations. We will advise clients, prior to departure.

5. CREDIT CARD GUARANTEE

- 5.1. If you have booked a Trip/Course which will incur additional charges such as, air access/egress flights, additional transport, equipment hire or other charges, we will ask to record your credit card details when you check-in for the start of your Trip/Course.
- 5.2. This will only be required as a guarantee of payment, you are welcome to pay for any of these charges by internet banking or cash if you prefer at the end of your Trip/Course. We do not store client credit card details and any pre-Trip/Course recording will be destroyed at the end of the Trip/Course.

6. INSURANCE

- 6.1. Please ensure you have obtained full travel and/or injury insurance prior to commencing your course or Trip/Course.
- 6.2. We accept no responsibility for the actions of persons and/or companies supplying goods and/or services as part of our guiding company or any extra costs incurred due to delays or complications beyond our control.
- 6.3. Refunds are not given due to weather, injury, lack of fitness or ability. If your party is unable to egress from the mountains at the end of your Trip/Course for any reason, a fee of NZ\$550 plus expenses including but not limited to hut and park fees per extra day is applicable to your party.

7. ROUTE CHANGES

- 7.1. If in our absolute discretion, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions which may affect the safety of participants and guides of the group, we reserve the right to:
 - a) Change the date of departure or conclusion of the Trip/Course, or, modify any aspect of the Trip/Course, or
 - b) Cancel or modify any routes with the Trip/Course, or
 - c) Substitute different or equivalent routes within the Trip/Course in place of cancelled or modified routes, or
 - d) Postpone, cancel, or delay any such aspect of the Trip/Course
- 7.2. If the Trip/Course is delayed or postponed in accordance with 7.1(d) and you choose not to accept the deferred Trip/Course you will be entitled to a refund in accordance with 3.3.

8. FORCE MAJEURE

- 8.1. If we are prevented (directly or indirectly) from performing any of our obligations under this agreement by reason of act of God, national or regional state of emergency, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action including but not limited to government directive, epidemic, pandemic, acts of terrorism, acts or

omissions of a third party or any other cause whatsoever outside our reasonable control (“Force Majeure Event”), we will be under no liability to you and may, at our option, by written notice, either cancel the Trip/Course or arrange alternative Trip/Course arrangements.

8.2. We will not be liable for cancellation, delay, rescheduling or other adjustment or impact to a departure or itinerary or any other aspect of the Trip/Course brought about by a Force Majeure Event or any other circumstance that prevents or interferes with any aspect of the Trip/Course (including governmental and administrative actions), nor will we be liable for any cancellation or change cost or penalties incurred on other travel arrangements, including air travel, that may be affected by the cancellation or deferment.

8.3. In the event of a cancellation in accordance with 8.1 you will be entitled to a refund in accordance with 3.3.

9. ASSUMPTION OF RISK AND SAFETY DECLARATION

9.1. You acknowledge that:

- a) that the activities offered, including; mountaineering, rock climbing, trekking, skiing; splitboarding, snow shoeing, snowboarding and the travel (both air and ground) to and from and within the activity locations provided by Aspiring Guides inherently involve risks which may result in property damage or loss, serious or fatal injury.
- b) acknowledge that rocks, cliffs, cornices, avalanches, crevasses, falling, or equipment failure are an ever-present hazard when mountaineering, trekking, skiing, splitboarding, snow shoeing, snowboarding and travelling to and from and within the activity locations.
- c) We reserve the right to withdraw any person who in our opinion is likely to endanger themselves or others. We also reserve the right to cancel any activity if we become concerned for any reason for your safety or that of any other person. You must always follow our instructions and use all safety equipment provided. For the above reasons you accept the inherent and increased dangers and risks associated with the Trip/Course and the accompanying risk of injury, death or property damage or loss.
- d) you assume all risks and release all persons, entities or contractors connected with us from all liability for any injuries, damages, property damage, wrongful death, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise and from any claim by you, your family, estate, agents, heirs or assigns arising in any way from your participation in all, and any activities connected with us.
- e) We accept no responsibility for the actions of persons and/or companies supplying goods and/or services as part of their guiding company or any extra costs incurred due to delays or complications beyond their control.

10. PRIVACY POLICY

10.1. By accessing our platforms, you are agreeing to these Terms and to Aspiring Guides storing your Personal Information.

10.2. You can request not to have your Personal Information retained when you contact our company.

- 10.3. You can choose to have your Personal Information removed from our database upon completion of your Trip/Course.
- 10.4. When you provide Personal Information, you are stating that the information is true, accurate, complete, and current. You are also stating that you have the authorization to provide it to us.
- 10.5. The categories of Personal Information we collect and how we collect it is as follows; a) Inquiry information: If you choose to contact our company via email, via our website through our booking, registration or skills forms, phone or in person we will retain information specific to your inquiry and your contact information.
- b) Booking information: If you book a product via email, our website, phone or in person, we require Personal Information from you. This information includes your name, age, birthday, gender, email address, telephone number, emergency contact information and medical information.
- c) Medical and health information: If you make a booking, we are required to ask you to disclose any medical conditions, injuries, or medication you are taking. This information will be shared with your guide.
- d) Third-Party Platforms: Facebook, Instagram, Twitter, and Google Analytics. When you visit our platforms, we have access to data through these third-party providers. Some of it may be personal information. This information can include search history, referring website, access times, locations, gender, and time spent on our website. We may access this information however we do not store personal information from Third Party Platforms.
- 10.6. Your Personal Information may be used in the following ways:
- a) Bookings: We use your Personal Information to process your bookings, to communicate important information about your booking and store Personal Information about you relevant to our Safety Management System.
- b) Inquiries: We use your Personal Information to communicate with you about current or past inquiries.
- c) Newsletters: We use Personal Information such as your email address to send our newsletters informing you of the latest news from our company. You will be asked if you wish to receive our newsletters.
- d) Improving our services: To provide you with and improve our products and services.
- e) Marketing purposes: These activities may include:
- i. Marketing emails
 - ii. Display more relevant advertising. This advertising may be shown to you on our Platforms as well as third party platforms (including social media sites) and include information or offers that we believe you will find interesting.
- 10.7. We may share your Personal Information to the following categories of people;
- a) Aspiring Guides staff: We are required to share your Personal Information with your guide who will perform services on the company's behalf and have agreed in writing to protect and not further disclose your information. Informing your guide of client Personal Information is a key part of our Company Safety Management System. Examples of information shared with your guide will be your name, age, gender, past experience, dietary requirement, medical history, and any other information your guide should be aware of that may affect your Trip/Course.
- b) Booking agents: If you have booked a Trip/Course through an external booking agent we may disclose Personal Information about you to the agent. Such information may include your age, gender, past experience and Trip/Course booked.

- c) Information shared in public: If you provide us with a review and photos of your Trip/Course we will ask for your permission to use them on our Platforms such as our Website. By sharing this information, you also authorize us to store it in our database.
- d) In the unlikely event of an accident, any special medical or Personal Information may be supplied to medical or emergency services personnel.
- e) Authorities: We may disclose Personal Information if required by law, for example to law enforcement or other authorities This includes court orders, subpoenas and orders arising from legal processes, and administrative or criminal investigations. We may also disclose your Personal Information if the disclosure is necessary for the prevention, detection, or prosecution of criminal acts or to prevent other damage, or in response to a legal action or to enforce our rights and claims.

10.8. We secure your Personal Information from unauthorised access, use or disclosure. We secure the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorised access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

10.9. Information collected by third-party Platforms are held in accordance with:

- a) Google Privacy Policy
- b) Facebook and Instagram Privacy Policy
- c) Twitter Privacy Policy

10.10. Your rights with respect to Personal Information

- a) You are entitled at any time to obtain information about your Personal Information that we store.
- b) You may request that we rectify any of your Personal Information that is incomplete or incorrect.
- c) You may request that we delete your Personal Information.
- d) You may object, at any time, to your Personal Information being used for direct marketing purposes.

11. COOKIES

11.1. Cookies are small amounts of data generated by a website and downloaded to your computer. Their purpose is to protect and remember information about you to improve your experience. Aspiring Guides use cookies to improve functionality and the visitor's experience whilst engaging with this website. These cookies increase visitor security and remember visitor preferences when engaging with this website. It is recommended that you leave on all cookies as they are used to provide a service to the users of this website. Turning off cookies will result in disabling functions and features of this website. Disabling cookies can be actioned by going into settings in your web browser. For more information about our cookies please contact us.

12. COVID-19 Vaccination Policy

Clients are required to produced proof of COVID-19 vaccination prior to the departure of your trip. This evidence must be in the form of the 'My Vaccine Pass' which will be verified at the point of entry.

Please ensure you have your Vaccine Pass with you on arrival as we regret to say that if you are not able to provide proof of vaccination Aspiring Guides will be unable to run the trip and you would not be entitled to a refund. If you are unable to be vaccinated for medical reasons please get in touch at climb@aspiringguides.com

13. GENERAL

- 13.1. To the maximum extent permitted by law, these Terms are governed by the laws New Zealand and you hereby consent to the exclusive jurisdiction and venue of courts of New Zealand in all disputes arising out of or relating to these Terms.
- 13.2. If any part of these Terms are determined to be invalid or unenforceable by the relevant authority then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Terms shall continue in effect.
- 13.3. Unless otherwise specified, these Terms constitute the entire agreement between you and us with respect to the Trip/Course and they supersede all prior or contemporaneous communications and proposals.
- 13.4 No failure or delay by us in insisting upon strict performance of these Terms or exercising any right under these Terms will operate as a waiver of those matters.
- 13.5. Any notice may be given by phone, in person, posted or sent by fax or email from either party to another.
- 13.6. You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the defence, enforcement or attempted enforcement of our rights, remedies, and powers under these Terms.
- 13.7. Any claim or dispute arising under these Terms shall be determined by mediation if the parties are unable to resolve such dispute between themselves within one month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts.