GREAT JOURNEYS NEW ZEALAND

AOTEAROA BY TRAIN

“Classic and Signature Tours” Terms and Conditions

Effective from 1 November 2026

These terms and conditions apply to **“Tours”** provided by KiwiRail Holdings Limited (**“KiwiRail”**) (**“us”/ “we”/ “our”**) trading as Great Journeys New Zealand (**“GJNZ”**), and other third-party providers of services (**“Other Providers”**).

The Tours are comprised of services provided by GJNZ and Other Providers. The terms and conditions that apply to these Tours include:

- the terms and conditions set out in these Tours terms and conditions (**“Tours Terms and Conditions”**);
- the individual Tour description and itinerary as set out on the GJNZ website (**“Itinerary”**);
- the General Conditions of Carriage for Scenic Rail Passenger Services of Great Journeys New Zealand (**“Scenic Trains”**) and the General Conditions of Carriage for Interislander (in relation to ferry passenger services provided by KiwiRail) (**“Interislander”**) (together the **“General Conditions of Carriage”**), such terms being available on the GJNZ website - greatjourneysnz.com; and
- any terms and conditions of Other Providers that may apply (**“Other Provider Terms”**) (as described below),

(together the **“Customer Terms and Conditions”**).

Where there are any inconsistencies between the Customer Terms and Conditions, these Tour Terms and Conditions shall prevail except as otherwise specified.

Tour suppliers

While GJNZ is the main provider of the Tours, some or all services that are part of the Tours may be offered by Other Providers (including hotels, activity providers, transfer transportation and other independent parties) (**“Third Party Services”**) and GJNZ may receive a commission from the Other Providers in respect of the Third Party Services. When you book a Tour, we act as an agent for, and make arrangements with, Other Providers. This means the Third Party Services may be governed by separate terms and conditions of those Other Providers. Where this is the case, it will be stated on the GJNZ website and the Other Provider Terms will be available to view on the GJNZ website. When you book your Tour you will be deemed to have accepted the Other Provider Terms.

While we have taken steps to ensure that information provided by Other Providers, including the Other Provider Terms, is accurate and up-to-date, we make no guarantee, representation or undertaking, whether expressed or implied, in relation to, nor do we assume any legal liability, whether direct or indirect, or any responsibility for the accuracy, completeness, or usefulness of the information provided in relation to the Third Party Services by Other Providers.

Although great care is taken to choose the Other Providers, we are unable to directly control them and therefore we are not responsible for their acts or omissions. The Third Party Services are subject to the conditions imposed by Other Providers, and their liability may be limited by their tariffs, conditions of carriage, and any applicable international conventions and agreements. We accept no responsibility for the day-to-day provision of such Third Party Services and we accept no liability for any loss, damage, personal injury or illness which you may suffer whilst using the Third Party Services.

We have no control over Other Providers' facilities or services, or the manner in which they are provided. We will not be liable for any loss or damage of any kind which may arise from your use or consumption of, or inability to use or consume, those facilities or services.

Nothing in these Tour Terms and Conditions affects your rights under the Consumer Guarantees Act 1993. However, if you are purchasing any Tours for business purposes, you agree the Consumer Guarantees Act 1993 will not apply.

COVID-19

From time to time, and subject to New Zealand Government requirements, in connection with COVID-19, GJNZ and Other Providers may require you to provide specific documentation and/or information (such as proof of vaccination certification) before your booking is able to be accepted,. Where this documentation and/or information is required, GJNZ will endeavour to provide advance notice of such requirements, where possible. Please note that requirements are subject to change, including at short notice. It is the responsibility of the customer to provide such documentation and/or information as and when required.

You may be required to wear a face covering in order to participate in some or all of the components of the Tour, in accordance with New Zealand Government requirements, the General Conditions of Carriage and Other Provider Terms.

Do not travel if you are required to self-isolate, quarantine or have COVID-19 symptoms. If you, or anyone in your group, tests positive for COVID-19 while travelling with us, you will not be able to continue your Tour until you have completed any quarantine period as stipulated by the New Zealand Government. We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you if you, or anyone in your group, tests positive for COVID-19 and has to quarantine for a period of time.

If you test positive for COVID-19 during your Tour, the GJNZ Travel Centre will assist with assessing availability of accommodation at the current hotel to isolate; or help to find an alternative accommodation provider. The hotel will quote a per room per night rate, with or without meals, and payment for the isolation stay will be your responsibility and payment will be direct to the hotel via credit card. Each hotel will have its own COVID-19 isolation policy and procedure which you will be required to follow.

Post isolation, if the timeframe allows you to catch up with the Tour group, GJNZ will assist with these arrangements, however, all travel costs incurred will be your own responsibility.

We recommend that you check the New Zealand Government website (safetravel.govt.nz) and the GJNZ website prior to travel for the latest COVID-19 information, including information about what to do if you test positive for COVID-19 during your Tour.

Bookings

- You can book a Tour right up to the departure date, subject to availability.
- You must be at least 18 years of age to make a booking.
- When you book your Tour, you agree to the Customer Terms and Conditions.

- If you make a booking on behalf of additional travellers, you confirm that you have appropriate authority to act on their behalf, and that you agree to the Customer Terms and Conditions and provide personal information under that authority.
- You must provide the personal information requested when making a booking.
- You must ensure that your details are correct and valid at the time of booking. We take no responsibility for any incorrect information submitted.
- Images displayed on the website or in promotional material are included as a guide only. Hotel room photographs are representative examples and rooms may vary from those shown. In the event our designated hotel is not available, alternative accommodation of an equivalent standard will be booked.
- The advertised rate is per person (including GST, if any) and based on twin share occupancy where accommodation is involved, unless otherwise stated. Additional fees for extra travellers will be charged where applicable.
- The maximum number of people per room is stated in the Itinerary at the time of booking.

Booking with a travel agent

If you book your Tour through a travel agent then you acknowledge and agree that for your booking to be maintained and avoid having your booking cancelled, we must have received payment for the Tour in full of your travel agent by the due date (as specified below). You agree that your travel agent is independent of GJNZ and, unless expressly authorised by us in writing, we are not bound by or liable for anything affecting us that the travel agent may or may not do.

Pre & Post-Tour Accommodation and Activities

If you arrive at your destination before or after the Tour start and finish dates, your additional stay will be at your sole expense. Please speak to our Tour reservations team about pre- and post-tour accommodation and activities that may be booked through GJNZ.

Age Restrictions

Children 16 years of age and under are ineligible to travel on the Tours, except where expressly stated for a Tour (such as a family focussed tour). Children under 18 years of age must be accompanied by an adult who will be responsible for their welfare and supervision for the duration of the Tour. In terms of style and content, all Tours are specifically designed for a particular age group, as stated in the Itinerary.

You must ensure you satisfy the age limits before participating in any activity or Third Party Service included as part of the Tour that has an age restriction (such as the consumption of alcohol) and you release us from all liability and claims arising from your inability to participate in such activities or Third Party Services as a result of an age limit.

Tour Durations

To offer our customers more flexibility as to when they start their Tour and how long they travel for, some of our longer Tours can be split into shorter trips. This means you may be travelling with people who start/end their Tour at different locations to you.

Health, reduced mobility, medical conditions/disabilities and assistance when travelling

GJNZ welcomes customers with special needs or disabilities. Please note the following:

- You must advise GJNZ, at time of booking, of any physical, medical or other special needs that require accommodating whilst on the Tour. GJNZ will make reasonable modifications to its policies, practices and procedures when necessary to accommodate these requirements, unless doing so will fundamentally alter the nature of the services provided. GJNZ will notify Other Providers of any special needs or disabilities you identify at the time of booking, however, the provision or modification of any Third Party Services is at the discretion of the Other Providers.
- You must ensure you are medically and physically able to travel and undertake the listed activities on the Tour. If customers need assistance with mobility to board a train or bus or any other special assistance, they need to be travelling with their own care provider or assistant, and cannot rely on the Tour Director or other passengers to provide that assistance.
- You must be aware that the nature of a Tour may result in travel to locations where access to medical treatment (including urgent medical and dentistry treatment) may be limited or reduced compared to urban environments. GJNZ is not liable for any costs or outcomes as a result of this limitation.

Inclusions

Tours

All inclusions are shown on the individual Tour Itinerary and may include travel by Scenic Trains, air-conditioned buses, cruises, ferries and intra-tour flights (including light aircraft) as described in the respective Itinerary. Seating on the Scenic Trains may be forward or rear facing. There is no seat reservation system available and we run a seat rotation system on coach travel days. If you suffer from travel sickness, it is your responsibility to take all necessary steps to mitigate it, including bringing your own anti-nausea aids or medication. We are not able to provide preferential seating positions.

GJNZ will not issue you a refund or credit, including partial refund or credit, where you or any guest in your booking declines to participate in any activity, meal or any other component of the Tour.

Hotel Accommodation

Prices are per person, based on two persons sharing a room with private bath or shower. We will make every effort to reserve two-bed rooms; however, on some occasions, rooms with one double bed may be the only option available. These rooms will be allocated to solo travellers and couples first. Other rooms may feature a single bed and rollaway bed, or sleeper sofa. A limited number of twin/double rooms are available with our shared rooming service on certain Tours. GJNZ shall not be responsible or liable for any claims or issues arising out of the shared rooming. Special room requests (adjacent, connecting or lower-floor rooms, as examples) must be made at time of booking. Special room requests are not guaranteed and are subject to the discretion of the Other Provider.

Some Tours include accommodation with breakfast. Breakfast will be a continental breakfast, unless otherwise stated on the Itinerary. Please check your Tour inclusions at the time of booking.

Many hotels, lodges and luxury tented camps are 100% smoke-free, including all guest rooms, restaurants, lounges, meeting rooms and public spaces. Smoking in a non-smoking room may result in a fine or penalty.

In the event that the designated hotel is not available, we may substitute accommodation differing from that specified in the Itinerary. We try to use substitute accommodation of a similar standard.

Hotel frequent traveller programme points are not earned on hotel stays as part of the Tours.

Please note that hotel room sizes, standards, facilities and services provided may vary from region to region and are often local in style and may not have air-conditioning.

Tour Director

Unless otherwise specified, guided Tours are conducted in English by a professional Tour Director.

Meals

Some meals are included as detailed on the Itinerary. Any special meal requirements, including allergies, must be provided at time of booking and are received on a request basis only. GJNZ cannot give any assurance that special meal requests will be fulfilled and does not assume responsibility or liability if requests are not fulfilled. Those with special meal requirements are advised that meal options at hotels may be limited.

The provision of meals by GJNZ may be subject to additional terms and conditions as notified to you by GJNZ prior to travel.

Sightseeing

Experiences, entrance fees and an English-speaking local guide (when required) are included as detailed in the Itinerary. Some included activities (marked on the day-by-day Itinerary descriptions) may require a signed liability waiver; participation in those activities is at your own risk. Guidebooks, maps and other souvenir items are not included unless specifically listed in the Itinerary.

Transfers

Transfers between airports, hotels, railway stations and piers are only included as indicated in the Itinerary. Transfers can be purchased at an additional cost in many destinations. There will be no refund for missed or unused transfers. It is your responsibility to update GJNZ or the Other Provider with any changes to your schedule to ensure that you receive any transfers included as part of the Tour. Failure to do so may result in missing these services and no refund shall be due for missed transfers resulting from your failure to provide updated information to GJNZ or the Other Providers.

Porterage

Luggage handling of one suitcase per person at each Tour hotel is included in the Tour price.

What's Not Included in the Tour Price

Any items and matters not referred to above, including: airfares to and from your destination, air-related taxes and fees (except where specified); additional fees charged by airlines such as checked and/or excess baggage, seat selections and any other services; passport and visa fees; insurances of all kinds; local guides; motorcoach drivers; laundry; phone calls; minibar; beverages and meals not detailed in the Itinerary; room-service meals; and all items of a personal nature. Additional taxes and surcharges may be collected by foreign governmental and non-governmental entities. This list is illustrative and not a complete list of every item not included.

Optional Extras

Additional/optional experiences are available on your Tour, as will be advised by your Tour Director, and can be purchased for an extra charge during your Tour.

Website

We are not responsible for any interruptions (whether due to any breakdown, repair, upgrade or maintenance) to the GJNZ website, any Other Provider website or the website of any booking agent. We are not responsible for any errors (including manifest and typographical errors), inaccuracies, or incomplete information (including but not limited to inaccuracies relating to product or service photographs and descriptions and lists of amenities/extras) or non-delivery of information in relation to Tours. All information relating to Tours on the GJNZ website is correct at the time of publication to the best of our knowledge.

Payments

- Payment for Tours may be made either:
    - in full, on booking, by credit or debit card via a secure payment system. Payment directly to our bank account may also be arranged; or
    - by payment of a non-refundable deposit of 20% of the total Tour price per person at the time of booking and payment of the balance of the Tour price not less than 66 days prior to the Tour departure date (**"due date"**). You will receive your booking confirmation once the deposit payment has been made. If payment in full is not received by the due date, your booking will be cancelled and the deposit will be forfeit. If the Tour departure date is less than 66 days prior to the booking date, then payment must be made in full at the time of booking.
- A 2% convenience fee will be applied to payments made by credit card.
- Prices are subject to change; however, the price will not be increased once you have received your booking confirmation (as defined below). All prices are quoted in New Zealand (NZD) dollars and include Goods and Services Tax (GST) of 15% (if applicable).
- The price shown DOES NOT include any hotel service fees, items of a personal nature, charges for optional incidentals (such as minibar snacks or telephone calls), or surcharges or any other optional extras. Some accommodation providers may require you to present a credit card or cash deposit upon check-in to cover any additional expenses that may be incurred during your stay. Any deposit taken or amounts charged to your credit card by the relevant accommodation provider are unrelated to any payment made through the GJNZ website for your Tour.
- Once your deposit payment or full payment is processed, your booking details will be sent to the Other Provider/s and a booking confirmation (**"booking confirmation"**) will be sent to your registered e-mail address. The booking confirmation will need to be presented to all Other Providers during your Tour journey.
- Advertised rates are indicative and based on the level of demand. Tours are subject to availability.
- All rates are subject to change until the deposit is paid and the booking is confirmed.

Changes/Cancellations

- We reserve the right to modify, alter, or substitute all or any part of the service or product components of a Tour at our discretion. In the event of such change, we will endeavour to provide the closest alternative reasonably available. Every effort will be made to adhere as closely as possible to your original Tour; however, all fares, schedules, Itineraries, hours of arrival and departure are subject to change without notice at any time.

Customer cancellation

- You have the right to cancel your Tour with us at any point, however, the following cancellation charges will apply:
    - 0 - 35 days before departure, 100% of Tour payment
    - 36 - 65 days before departure, 60% of Tour payment
    - 66+ days before departure, 20% of Tour payment
- If you fail to join the Tour on the departure date, you will be deemed to have cancelled your Tour on 0-days before departure and a cancellation charge of 100% of the Tour payment will apply. Any deviation from this policy in the event of late arrival is at our sole discretion and may be subject to additional cost, including Other Provider charges. You will not be entitled to a refund of any portion of the Tour you did not receive as the result of late arrival.
- If you wish to amend your Tour after booking and we can make the requested change, an amendment fee of $35 per person named in the booking will be made to cover administration costs. However, the amendment fees charged by Other Providers may be higher and we reserve the right to pass on such fees. A new booking may be required where there are non-refundable components. In these instances, should you change or cancel your booking for any reason, our cancellation charges will apply.
- Other Providers are unable to approve any refunds of Tours. All claims and refund requests must be lodged in writing with us within 30 days from the completion of your Tour. Please send your claim or refund request to the applicable email address listed below. No refunds will be issued for late check-in or early check-out for any reason whatsoever.
- Where you seek a refund for a changed or cancelled Tour for which payment has been made to any Other Provider, we will not provide a refund to you until we receive the funds from an Other Provider. In the event we are still holding funds, we can only provide you with a refund once we are authorised by the Other Provider to process your refund, subject to the Other Provider's change or cancellation policy, as set out in the Other Provider Terms.

Force Majeure Event

- If GJNZ cancels a Tour due to a Force Majeure Event, a future travel credit (**"FTC"**) to the value of funds paid to date, less any Other Providers costs incurred, will be provided. All FTCs will be valid for 24 months from the date of issue.
- Where a Tour is terminated mid-Tour due to a Force Majeure Event, if we provide you with any alternative services or assistance (such as hotels or travel) then you agree to pay for these costs. In return, GJNZ will provide a pro-rated FTC for the unused portion of your trip, less any Other Provider costs incurred.

"Force Majeure Event" means an event or occurrence which is beyond a party's reasonable control including: (i) act of God; (ii) earthquake, flood, fire, storm and adverse weather conditions or natural events for which provision could not reasonably have been made; (iii) interruption or failure of any utility services, or unpredictable delays which could not reasonably be prevented in delivery of materials, equipment or services necessary for the compliance by that party with an obligation under this agreement; (iv) sabotage, riot, civil disturbance, explosion, terrorist acts, insurrection, epidemic, pandemic, national emergency (whether in fact or law) or act of war (whether declared or not); (v) act or omission of any authority, not directly or indirectly arising from any act or omission by that party, its agents, representatives or advisors; (vi) governmental restraint, sanction, expropriation, prohibition, intervention, direction or embargo; and (vii) strike, lockout, work stoppage or other labour hindrance.

Cancellation by GJNZ

If the cancellation by GJNZ is not due to a Force Majeure Event, GJNZ will provide an alternative comparable Tour (if available). If an alternative is not available then a refund will be made. Where a Tour is cancelled by GJNZ, other than as a result of a Force Majeure Event, during the course of the Tour, GJNZ will pay a partial refund commensurate to the part of the Tour not completed. GJNZ is not liable for any cancellation or change cost or penalties incurred on other travel arrangements including air travel that you or your party have made outside GJNZ, that may be affected by our cancellation.

Early Return

Early return expenses are your responsibility. There is no refund for absence or early departure from a Tour, including but not limited to missed hotels, transfers, meals or sightseeing cruises or optional extensions.

Insurance

It is strongly recommended that you purchase comprehensive travel cancellation insurance to protect your Tour investment. Travel insurance benefits can include coverage for trip cancellation, early departures from a Tour, lost baggage, and emergency medical care. Specific terms, limitations, and conditions apply to all travel policies purchased. Please ensure you understand your policy before you travel.

Luggage and personal belongings

- When you travel on a Tour the luggage accepted and transported is subject to the following luggage policy and conditions and the applicable conditions in the General Conditions of Carriage.
- Your Tour includes one checked piece of luggage per person with a maximum weight of 23kg. Maximum volume per bag is 158 linear centimetres (this is calculated by adding height + length + width together).
- Each piece of luggage must have an identification tag attached to it that includes name, return address, and telephone number.
- We recommend all customers carry any valuables, medications, or necessary belongings with them onboard the train, bus, car, plane or ship. All belongings are carried at the owner's own risk.
- Oversized items will not be accepted when travelling on a Tour, for example, sports equipment including bikes and bike trailers.

For GJNZ Scenic Train services:

- Bags over 23kg will not be accepted and must be re-packed.
- Repack bags can be purchased for $10 (in addition to our $35 extra bag charge).
- A maximum of one additional item of baggage per person can be purchased for $35 per piece.

Liability

We are not liable or responsible in any way for any loss, costs, expense or other damage relating to your luggage, personal possessions, health or welfare, or delays to travel (whether as a matter of contract, tort (including negligence), statute, restitution, or otherwise) or for any direct, indirect or consequential loss, liability, claim, cost, expense, proceeding, demand or penalty, unless these arise directly as a result of our booking services or in respect of our provision of Scenic Train or Interislander services and in this case our liability does not extend to any indirect or consequential losses.

Our liability is further limited by the terms specified in the General Conditions of Carriage, and the liability of any Other Provider may be limited by their terms and conditions. Except as set out in these Tour Terms and Conditions, we will not be responsible if a Tour or component of a Tour is not available due to a Force Majeure Event.

This liability clause is subject to your rights under the Consumer Guarantees Act 1993 and nothing in the Customer Terms and Conditions is intended to limit any right you may have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

When you book a Tour, you accept responsibility for the proper conduct of all members of your party during your travels us. We reserve the right at any time and at our discretion to terminate the travel arrangements and/or cease to deal with any party member(s) whose behaviour, in the reasonable opinion of us or our Other Providers, may cause danger, upset, discomfort, disruption or distress to anyone else or damage to property. Full cancellation charges will apply and no refund will be made. We shall have no obligation to pay compensation or meet any costs or expenses (including but not limited to alternative accommodation and return transportation arrangements) you may incur as a result of the travel arrangements being terminated.

You must immediately report any pre-existing damage in your room to accommodation staff and/or an GJNZ Tour Director. If you damage the accommodation in which you are staying or any property while on the Tour, you must reimburse the accommodation provider or property owner concerned for the cost of the damage before the end of your stay if the cost has been established by then or as soon as it has been established if later. You agree to indemnify us for the full amount of any claim (including legal fees) made against us as a result of any damage caused by you. Criminal proceedings may be instigated.

Supplier Default and Insolvency

Without limiting the clause above, in the event of an Other Provider being unable to provide you with the Third Party Service you have booked for any reason, including becoming insolvent or being placed under external administration, subject to your refund and remedy rights under the Consumer Guarantees Act 1993, we have no obligation to reimburse you for the cost of your Tour, or for any loss or damage you may otherwise suffer as a result of any such failure.

Monies not held on Trust

You agree and acknowledge that monies paid by you to us will not be held by us on trust for and on behalf of you and we may hold such monies in any account as we see fit, including with our own and/or other customer monies. To the extent such monies relate to any Third Party Services, monies paid by you will be a debt due and payable to the Other Providers in accordance with the payment terms we have agreed with those Other Providers. Payment may be made to Other Providers before the relevant Third Party Services to which the monies relate are provided, however, in some cases, payment will be made to Other Providers after the Third Party Services have been provided. In the event that we hold the monies, we can only provide you with a refund once we are authorised by the Other Provider to process your refund, subject to that Other Provider's change or cancellation policy and the terms of the Customer Terms and Conditions.

Data Protection

We will only collect and use your personal information in accordance with the Privacy Act 2020 and the Privacy Regulations 2020. You agree to KiwiRail's Privacy Statement and agree that GJNZ will need to use personal information for you and the guests in your booking to process your Tour booking. Personal information may include each guest’s name, address, phone number, email address, and sensitive information such as health, medical, dietary, mobility, or other special requirements. We may need to provide personal information to contractors who provide services to or for us (including for the purposes of sending mail, providing marketing assistance) and the Other Providers. This may involve sending personal information (including sensitive information) to other countries that may not afford the same level of

protection of personal information. In purchasing your Tour, you consent to your personal information being passed to relevant third parties as set out above.

We may also use the personal information you provide us to review and improve the guided tours and services that we offer (including as part of our complaints process and Tour feedback), and to contact you (by post, email and/or telephone) about other guided tours and services offered by GJNZ that you may be interested in (providing you have opted in to receive this information). You can update, delete, or request access to your personal information by email request to privacy@kiwirail.co.nz.

Checking your travel arrangements

We have taken care in putting together the arrangements requested by you in regard to your Tour. It is important that you check all of the documentation provided to you in relation to your Tour to ensure that it fully meets with your requirements and to ensure that there have been no misunderstandings.

Complaints

If you have a complaint about an aspect of your Tour whilst away, you must immediately notify the provider of the service locally. If they are unable to resolve the problem immediately, please speak to your Tour Director. If neither are able to resolve you may contact us for further assistance. If you are still not satisfied on the completion of your Tour, you may write to our customer support team at the following email addresses:

feedback@greatjourneysnz.com

Please include your Tours booking reference number and your preferred contact number(s) in your email.