

TERMS AND CONDITIONS OF CARRIAGE.

1. All vessels, sailings and itineraries are subject to change at the company's discretion for reasons of weather conditions, sea states and/or operational requirements. 360 Discovery will not be liable for any consequential losses or additional costs incurred as a result of timetable changes and/or cancellations.
2. The Master reserves the right to refuse access to the vessel to any person deemed unruly, unfit to travel, including but not limited to any person under the influence of drugs or alcohol, is likely to cause distress or discomfort to other passengers or crew or has engaged in any unlawful activities affecting either directly or indirectly 360 Discovery. The Master may remove such person/s from any vessel or property under the control of Kiwi Kat Ltd trading as 360 Discovery.
3. The Master reserves the right to request that a parent or guardian of a child under 14 years of age must complete all details of a Request for Carriage of Unaccompanied Child form before the child can travel unaccompanied. The Master has the right to refuse to carry any passenger he or she considers too young or not competent or fit to travel under any circumstances.
4. Any pieces of luggage over the allowance to two pieces per person will be regarded as freight and may be charged accordingly.
5. 360 Discovery's liability for loss or damage to passengers' personal luggage or freight is limited by the Carriage of Goods Act 1979 to \$1500.00. Passengers are advised to arrange their own insurance cover for amounts in excess of this figure.
6. The carriage of dangerous goods is regulated by the Maritime Rules of the Maritime Safety Authority. No petrol or large gas cylinders will be carried. Any item that has a fuel tank, any LPG bottles, paints, batteries and other volatile or corrosive substances must be declared to the company and if accepted for transport, stored in accordance with the instructions of the Master. If in doubt, declare the item. All goods are carried at the discretion of the Master of the vessel.
7. The Master has the right to refuse entry onboard the vessel of any passenger carrying any plant or animal pest. The Master has the right to inspect the contents of any passengers luggage or freight for any plant or animal pest on any service with a destination part of the Department of Conservation's estate.
8. Only alcohol purchased on board may be consumed on the vessel with the exception of private charters and the express permission of the 360 Discovery charter organiser. Those violating this condition will be asked to surrender their alcohol until the journey is completed and they have disembarked.
9. It is an offence for passengers to discharge rubbish overboard or in the wharf areas. Persons breaching the bylaw risk prosecution and a maximum fine of \$500.00.

TERMS AND CONDITIONS OF SALE

1. All vessels, sailings and itineraries are subject to change at the company's discretion for reasons of weather conditions, sea states and/or operational requirements. 360 Discovery will not be liable for any consequential losses or additional costs incurred as a result of timetable changes and/or cancellations.
2. Tickets purchased for travel are non-refundable and non-exchangeable except in the case of cancellation of the service by 360 Discovery.
3. Every passenger must have a valid ticket to travel on our services. In the event that a ticket is lost, stolen or misplaced, then a replacement ticket must be purchased before the passenger may travel.
4. All payments for tickets are to be made in New Zealand dollars and must include payments for any bank charges. All prices in brochures and signage are inclusive of 12.5% GST unless expressly stated. The terms and conditions of Sale and Carriage are subject to New Zealand law.
5. All tickets must be used in accordance with any conditions printed thereon and published at our points of sale. Tickets may not be accepted if defaced or mutilated.
6. With the exception of cancellation of the service by 360 Discovery, tickets once purchased for the following 360 Discovery products are non-exchangeable. Wildlife Discovery, Coromandel Discovery, Golf Discovery and Fishing Discovery. Passengers must travel on the date that has been booked with valid tickets displaying the correct date of travel.
7. 360 Discovery may sell products and/or services that are provided by third party operators who are not connected with, and whose operations are outside the control of, 360 Discovery. 360 Discovery accepts no responsibility or liability for the service provided by these operators.