



NEW ZEALAND ~ INDIA ~ AUSTRALIA

One of the largest New Zealand based IBO, expert in Indian Friends & Family Tours

Freedom Terms & Conditions - Applies as of 24/10/2023

Application between Companies:

1. Freedom Tourism Limited (NZ) & all its Trading/Profit Centre/Marketing name such as "Fleet",
2. Same ownership company "Flavours of India" - Steam Restaurants,
3. Freedom Tourism PTY Limited (AU),
4. Freedom Tourism (INDIA),
5. All Referred as "FREEDOM", "WE", "US", "OUR", "FREEDOM TEAM"

& Other Parties:

1. Travel Agent & Tour Operator(s) and/or Tour Invoiced to Individual Traveller as per Agent's Requirement
2. An Authorized Personnel of Company/Association and/or Tour Invoiced under Company and/or Individual Traveller as per Requirement
3. A Tour Leader of any Group of People invoiced under Company and/or Individual Names
4. An Individual Traveller(s) booked Directly with Freedom Tourism Limited
5. All Referred as "Client", "You", "Your"

Applicable to Document Type:

1. Quote/Estimate/Travel Advise of any kind
2. Block/Holding/Bookings - Refundable/Non-Refundable
3. Invoice/Credit Note/Refund Calculation
4. Written Commitment/Communication by Freedom Team
5. Freedom Website/Social Media or Public Advertisements/Mailers
6. Travel Document, Voucher Produced by Freedom or any of "Services Providers" incl. Services Provided by Freedom & It's subsidiaries companies mentioned in 1-5 above

Referred as "Document" in this Terms & Conditions

& Applicable to Services mentioned in "Document"

1. Itinerary Planning/Advise of any kind related to Tour
2. Accommodation of all Kinds
3. Car, Transport, Shuttle of all Kinds
4. Private Tour with or without Driver by our Suppliers, including Provided by "Fleet"
5. Tour Manager Services of all kind including Provided by "Freedom" and/or "Fleet"
6. Group Tour Operated by Freedom or on Behalf of Travel Agent
7. Freedom's Group Tour Product(s) with/without any modification
8. Activities & Experiences, Sightseeing Location & Recommendations (Paid/Free)
9. Restaurant/M meal Supplier of any kind's Including Chef/Cooking/Catering Services
10. Visa/Insurance, Flight Bookings
11. Any other kinds of Advice/Booking/Recommendation for your Tour
12. Car Rental (Separate Rental Agreement required for "Fleet" in conjunction with this Terms & Conditions for rest of the services of Tour)

Referred as "SERVICES" in this Terms & Conditions Document

1. **Law:** These terms will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have exclusive jurisdiction in respect of all matters between us.

2. Our Role

- a. We act as an "AGENT" for all our SUPPLIERS & Facility Providers mentioned in our "Document" & "Services" offered.
- b. We DO NOT own/operate any of the Services unless specified in writing by us and Terms & Condition for such Product/Services will be attached separately, over and above this Terms & Condition. Eg. Car Rental Agreement of "Fleet"
- c. We encourage "Client" to review all publicly available information, Health & Safety guidelines for all the "Services" specified in "Document".
- d. We have no control over, or liability for, the Services provided by Suppliers. We do not make any representations or warranties whatsoever in relation to the Services (including their commitment of quoted/estimated/communicated/confirmed booking & services mentioned, nature, content, quality, timeliness, legal compliance or fitness or suitability any particular purpose or customer). Your legal rights in connection with the Services (including any failure to provide the Services) are against the relevant Supplier and, except to the extent a problem is caused by fault on our part, are not against us.
- e. All bookings for Services made by us are subject to this terms and conditions, including conditions of carriage and limitations of liability, imposed by the relevant Supplier(s). Supplier terms and conditions for the Services should be requested from the relevant Supplier.

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3. Our Liability:

- Freedom does not accept any legal liability or damage including death, injury, delay, loss of any nature, additional expenses or inconvenience caused to property or the passenger for himself and his executors, administrators and dependents expressly renounces all claim against Freedom in respect thereof, whether the same may be due to negligence, misconduct, act of omission, default or failure on the part of Freedom or not.
- Freedom will be not responsible or liable (for damages, refund or otherwise) for (but not limited to): loss or theft of personnel belongings even though Driver is informed, mechanical breakdowns, government actions, weather, acts of God, strikes, disease, epidemic, compulsory quarantine or other services beyond its control; The failure of the client to obtain the correct and required documentation (eg, passports, visas, health certificates, any property); The failure of the client to follow instructions, including but not limited to check in, check out and departure places and times; The delay of, loss of or damage to participants baggage or its contents regardless of whether check in with any carrier, provider of accommodation or otherwise.
- Freedom reserves the right to amend, make variations to or cancel tours, accommodation or other services and facilities advertised. All prices are subject to alteration at the absolute discretion of Freedom.
- In event of an incident/accident happened to one or many guest(s) in group tour(s), due to any reasons, Freedom Tourism cannot take cancellation/refund liability of rest of the group members and/or all other guest(s).

4. General Quotation Exclusions (Unless specified in writing by Freedom as an Inclusion)

- Domestic & International Flights, Insurance, Visa, Airport or other Levies payable by Travellers
- Security or Bond Payable by Travellers while Accommodation check-in/hire of car/equipment
- Hotel Room's Food & Beverages/Mini Bar Usage
- Specific Type of Hotel Rooms or Facilities in Room eg Ground Floor, Adjoined Rooms, Lift, A/C
- FOC Accommodation & Services
- Specific Make, Year & Model Car
- Vehicle And/or Driver Services on Leisure Day during Tour
- Specific Language Speaking Driver
- Tips, Porterage or any other Supplier's unknown charges
- Event & Holiday Surcharges
- Meal of any kind. Some supplier may have Seafood, Non-Veg, Special Meal's extra charges
- Chef/Cook, Kitchen Usage and/or Grocery
- Coach with on-board Toilet Facility
- Parking Facilities throughout Tour
- Toll Charges (Car Rental Only)
- Any Expenses of traveller's personnel nature incl Water or choice not permitted by "services" provider
- Any other equipment/services not mentioned in document

5. Our Process & Service Charges for Personalised Quotes

INR 25,000 No-Refundable Deposit offset against final invoice.

Step	What Freedom will provide?	Service Charges
1	Tour Planning Advise Session(s) - Maximum of 30 Minutes (In Person/Digital Communications), First Quotation/Estimate Summary based on your Requirement discussed	FREE
2	Day wise Itinerary & Costing Estimate, Upto 3 Revisions (Extra Revision Min INR 2,500/Each @ Freedom's Discretion) Availability Check, Final Quote, Invoice & Deposit. Booking, Final Invoice, Tour Documentation (Vouchers) Issued.	9% OF Total Invoice or 15% OF Total Invoice (Without Accommodation)
3	On Route Guidance	FREE

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www.freedomtourism.com

Enquiry/Feedback: inquiry@freedomtourism.com



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6. General Rules of Bookings (Unless specified different in writing by Freedom)

- Freedom always gives prices in Per Person or Per Day or Per Region etc as a final price for all the services asked/offered. At Freedom's discretion, we may provide breakdown of services offered with or without price breakdown. This method applies from Quote Starts till Tour Ends and even at the final adjustment invoice stage.
- We recommend you read Freedom's Guest Guide from our website as basic reference.
- Rules, Penalties listed on the guide, our website or any of our suppliers publicly available information are limited example and may varied for each Services. You are encouraged to check with supplier your specific needs prior to bookings are made.
- Freedom's On Route Guest Responsibility & Charges: Admin Errors & Emergencies will be Free of Service while Guest on Route. We encourage Guest to call Services Number on Voucher for immediate and cost-effective solution of issues with services.
- **Accommodation**
 1. Specific Hotels are not committed unless specified. Same category hotel is booked as per best suitable availability.
 2. All Rooms are quoted on Standard Basis unless specified.
 3. Poretrage, A/C, Lift, Adjoining Room, Bedding Configuration, Specific Purpose facilities in room/accommodation are not included and guaranteed until supplier confirmations and written confirmation by Freedom.
 4. Each accommodation supplier reserves right to impose Poretrage charges at their discretion and payable by guest directly. Guest can ask charges directly if in doubt prior to getting service which will be mandatory payable by guest.
- **Rental Vehicle including Vehicle from "Fleet":**
 1. Specific Model, Year, Facilities are never guaranteed. All vehicles are given as per specific category booked.
 2. Rental vehicle is for 24 hours hire and additional day may be charged at supplier's discretion. We may supply your rental vehicle as part of your Tour booked with us. Separate Vehicle T&C will apply in addition to this terms and condition.
 3. Standard Insurance is included with various excess amount. GPS, Child Seat and other facilities may cost extra.
 4. Own name Credit Card with minimum \$3,500, 25 Years of age and Own English Language License is mandatory to hire Car/Vehicle.
 5. Cleaning, Damages of any kind, Smoke/Smell Removal, Service Call etc. charges may apply. Refer to Car Rental Supplier's Agreement for detail liabilities and charges.
 6. Our Vehicles may be fitted with GPS and/or any other monitoring device(s) for protection of company's Asset, Staff Behaviour Monitoring, Insurance, Route Management, Safety and anything else Freedom implements within NZ law. Your private information is never revealed unless legally asked by authorities.
- **Private Tour with/without Private Driver:**
 1. Specific Model, Year, Facilities are never guaranteed. All vehicles are given as per specific category booked.
 2. Private Tour Driver & Vehicle is not confirmed until deposit is paid which will be Non-refundable in most circumstances in event of tour cancellation.
 3. Generous Tip is recommended to each Driver of your Tour.
 4. Driver do not carry Guest's Luggage unless requested by guest and accepted by Driver.
 5. With various circumstances such as Driver's Work Hours, Parking Availability etc. you may be asked to reach to desired location at Walking Distance. No Compensation is provided for such events.
 6. Private Driver do not act as a Tour Guide.
 7. There may be more than 1 driver and/or tour manager depending on various tour, ongoing staff training, and operational requirements. Guest must co-operate in such circumstances. Extra person will not replace any of guest's sitting capacity in vehicle in any circumstances.
 8. Private Tour Driver follows work hours and break rules set by www.nzta.govt.nz. Drive must have 10 Hours full Break in any circumstances. If the Driver is forced to breach the work time regulations, you may be fined if proven.
 9. Freedom practices for guest's comfort and safety no intercity driving after sunset. Please follow Driver's guidance.

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10. All transfers are point to point as mentioned in itinerary plus Max 5 KM radius at Driver's Discretion such as on route photo stops/shopping places. Driver is not at Client's disposal for all other times of day unless agreed with Freedom.
11. Clients will have to strictly adhere to the timetable for the day so that the driver can complete the travel, otherwise certain sightseeing schedules may be missed due to your actions and the same will be non-refundable.
12. Ask for anytime driver's availability plan for your tour with Freedom Representative. There may be additional cost per day upto Max \$300/Day which covers anytime driver's availability during their legal work hours + upto 50 KM Extra Driving. This daily cost is not applicable on driver's day off as per itinerary. Separate quote is required from Freedom in such circumstances.
13. Most dinner transfer are limited to Maximum 1 hour. Delayed Return transfer from dinner may be additional charges at Driver's Discretion or Alternative Transfer need to be managed by Guest themselves.
14. Driver do not have control over Traffic and Road Conditions which may result in delay. Freedom will not be responsible any loss of services.
15. Most Vehicles are 100% Smoke & Rubbish Free. Failure to follow these rules may result in various fines up to \$1,000+. Please ask permission from driver on duty.
16. In Event of Vehicle Breakdown/Driver Sickness/Emergency, Freedom Tourism will do reasonable effort to replace Vehicle/Driver and Reschedule your Itinerary with alternate ways possible at no cost to you. Any Refunds resulting such event will be processed by Freedom as per Terms & Conditions of Tour.
17. Freedom Tourism Limited may engage our own employee(s) to carry out any part of your tour as a Tour Guide, Tour Driver, Helper or Assistance during your Tour - this will be deemed as "Services" and all other Terms & Conditions remains in force.
18. **BAGGAGE:** Each vehicle is quoted in its broad categories used commercially and has various luggage spaces. There is no guarantee of specific kind of luggage will fit. Freedom and its supplier is no way responsible if luggage doesn't fit. No refund or compensation can be claimed in such circumstances.
 1. We recommend every passenger much bring the luggage they can carry themselves - which is 20 KG Bag + 7 KG Handbag as an ideal weight
 2. Even if are allowed extra luggage by airline and your type of ticket, you must limit your luggage as stated above.
- **SIC/Shuttles/Ferry/Train/Activities & Experiences**
 1. Due to the time of Quote till final Booking stage, availability may change. All SIC/Shuttles/Ferry/Train/Activities & Experiences are not guaranteed. Reasonable cost may be reimbursed or refunded at Freedom's Discretion.
 2. No hotel and/or specific hotel/pickup/drop off is available for Shuttles/tour operator's transfers. Various suppliers operates on their specific pickup/drop off route/location and on time.
 3. For all SIC/Shuttle/Tour Bus allow 20 minutes after the booked time due to traffic or unusual circumstances delay
- **Meal/Cooking/Catering Services**
 1. All Meals are booked as Generic Breakfast/Lunch/Dinner provided by supplier. Items of each food category may differ between suppliers
 2. Freedom operated Group Tour Products/Itinerary (with or without any customer related changes) with/without chef will/may provide 1-2 Indian Items in Breakfast, 2 Items in Lunch & Set Dinner menu based on various day, planned/prepped by our Chef or at Indian Restaurant/Hotel subject to Hotel/Restaurant permission at particular location/city.
 3. Local food items and/or Picnic/Cruise/On Board Breakfast/Lunch/Dinner may require based on day planning. Freedom does not guarantee all meal will be seated, suitable to all guests and substitutes may not be available. Freedom will make sure all menus are planned for generic/specific guest's nature/need/preference however availability of ingredients/facilities/itinerary may require planned/last minute changes due to unavoidable circumstances. No refund/compensations/replacement cost is provided for any missed meals and/or if guest chooses their own meal for any reasons whatsoever.
 4. Other than Group Tours more than 15-20 Guests, Buffet Services, and Set Menu may not be possible by all Restaurant. All Restaurant Meals are limited to Set Price per person at every

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restaurant and may be mentioned in your voucher. If not please ask Restaurant before ordering. You will be required to pay any additional charges over and above set prices in such circumstances.

5. For Group Tours with Buffet and/or Set Menu, any additional food/beverages will be payable by guest directly to supplier.

7. Prices & Payments

- Price Changes with Final Tour Person(s), Date of Travel, Final Itinerary inclusions.
- All our Quotes & Revisions are strictly valid till 7 days. After 7 Days Freedom reserves the rights to demand any variance payable if services offered are costing more than final quote given. Guest reserves the right to refuse the variance and any deposit will be offset against the services provided till the date.
- Confirmation of Quote in writing is deemed that all the Cancellation Terms & Condition applicable to the tour is in-force and any cancellation charges are fully payable by Travel Agent/Guest. Invoice for agreed quote may be generated at later date by Freedom and its payable along with any cancellation charges applicable from the time of quote confirmation.
- Full or Part Payment of a Deposit and/or Invoice is an acceptance and understanding of these terms & conditions. Freedom Reserves the right to offset any Adjustment Charges of current or finished tour, against Travel Agent's any further payments including Deposits/Retention Money paid in India (after deducting all necessary charges mentioned in this T&C) regardless it's paid against other invoice(s)/services.
- All prices mentioned in quote/estimate/booking process are subject to availability and can be withdrawn or varied at any time without notice, including due to currency fluctuations, surcharges, taxes and other governmental charges and Supplier and third party tariff increases.
- GST is included in Tour Cost for specific Country's Tour. Indian Government Mandatory Charges, Bank Charges, Credit Card Charges, Forex Variances and any other admin or service charges are to be paid by Client.
- Any direct payments required by various countries legislation is to be payable by client such as Airport Tax.
- All payments are only considered as paid once cleared fund is available in FREEDOM's NZ or Australia account. Money paid in India Freedom Account as Deposit or Lump sum, Paid to Travel Agent, Credit Card approved payment, remitted money in transfers are not considered as cleared available Freedom payment. Freedom reserves right to stop any services offered including cancelling remaining tour until clear fund is not available.
- NZ Applicable Services fees ranges from \$50/Hour as minimum to \$300/Day as Minimum charges in various circumstances. Freedom Reserves the right to recover Service Fee for all the on-route services provided in NZ and must be payable before Tour Ends. Failure to clear the due may affect services booked for your tour and no compensation is payable in such case.
- All relevant Tax in India will be charged in addition to tour cost. Relevant forex conversion rate, reasonable average bank charges will be added and payable by client. Admin or any other kind of service fee may be charged at freedom's discretion, minimum of \$25 per transaction.
 1. Tax Collection at Source (TCS) at the current rate of as of date of invoice will be levied under section 206C (1G) (b) of the Income Tax Act on outbound tour services. The TCS collected will be reflected in the 26AS of the passenger in whose name invoice is raised (Lead passenger) for claiming Income Tax credit, irrespective of the person from whom payment is received. Hence the name of the person on the invoice (Lead Passenger) should be reconfirmed at the time of booking the tour package. In the event of cancellation of services and refund of amount, Tax collected at source under section 206C (1G) (b) of the Income Tax Act, 1961 shall not be refunded. The non-refunded TCS will be reflected in the 26AS of the passenger in whose name invoice is raised for claiming Income Tax credit.
 2. In case PAN is not provided, minimum TCS as per current government rate will be applicable. However as per RBI guidelines, collection of PAN card details has been mandatory for all international bookings. So, please share your PAN card details with the booking.
 3. In event of failure to providing necessary documents, Freedom reserves the right to deduct all relevant Taxes, Forex Variance, Admin Fee and all necessary charges applicable for the Tour/Invoice/Adjustment Invoice for already provided services in India and/or On Tour so far, from the Deposit or Retention or Advance Money paid in any of our bank account/cash/credit cards.

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4. LRS / PAN :-

1. The RBI mandates collection of PAN details for all transactions made under Liberalized Remittance Scheme (LRS) which include any international booking made on the Website or through Sales Channels. The User warrants and confirms that PAN details of the User/traveller will be shared by the User on or before the cut-off date prescribed by Freedom Tourism either at the time of booking or after the booking is made. In case the traveller is a minor, Freedom Tourism will require PAN details of the parent/guardian of such minor. The User further confirms that non-compliance of this requirement may result in cancellation of the booking.
2. The User warrants and confirms that the total amount of foreign exchange purchased or remitted during the current financial year, through all sources in India (including the current transaction) falls within the permissible limit prescribed by the RBI. The User further confirms that foreign exchange, if any, purchased by User for the purpose of international travel under the current booking will be utilized for the purpose indicated above.
3. The User authorizes Freedom Tourism to share User/traveller data with third party(ies) for collecting or verifying PAN details of User/traveller.

8. Amendments & Cancellation (At any stage from Quote Confirmation till Tour Ends)

- **Standard Terms & Condition applies to all the Bookings made including amendments, cancelled, new, updated, upgraded services.**
- You acknowledge that we may receive and retain a commission, rebate or other remuneration or benefit from Services bookings/change/cancellations. We are not required to disclose to you the nature or amount of, nor account to you for, any such remuneration or benefit. Any verbal/written communication by any such "Services" suppliers with regards to your bookings/change/cancellation's terms, price, nature, refund, credit DO NOT warrant you to demand such benefits from Freedom. It is Freedom agreement between us and our suppliers of "Services" we offering and does not make you eligible for any such benefits in full or part in any financial form including offsetting against any your unpaid invoices, future invoices and/or entitles you for new refund/credit in any form.
- Freedom Tourism may change/amend its Group Departure's Route, subject to availability and any other circumstances freedom may consider is best for its Guest. In such case, all Group Members will be notified and in no circumstances refund/credit can be demanded.
- **Amendments/Cancellations of Services**
 1. Please note that at any stage Freedom and it's supplier may charge original booked services as well as new amendment/change/updated/upgraded services and will be payable by client.
 2. At any stage of Tour from Quote to Final Settlement Invoice, some amendments and changes required by Tour Managers/Staff accompanying Tour, Travel Agent or member of the guests, are considered as an urgent requirement where written permission of any form may not be possible. Circumstances may be urgent enough where prices are not agreed and/or verbally agreed that there will be an adjustment invoice for this change/amendment/cancellation. Freedom may organise services verbally agreed by Responsible Person(s). By using such changed/cancelled/amended services, Travel Agent agrees to pay any adjustment Freedom may demand to facilitate. Travel Agent is fully responsible for payment of such services used by any or all Tour Manager, Their Staff and Guests.
 3. We, or Suppliers, may amend or cancel confirmed or quoted bookings from time to time: (a) to correct admin errors of any kind by Freedom or its suppliers;(b) if you fail to comply with your obligations under these terms or any applicable Supplier terms and conditions;(c) for reasons outside our (or the Supplier's) control (including as a result of governmental or third party acts or omissions, accidents, epidemics and pandemics, adverse weather conditions and other "acts of God", industrial action, emergency or equipment/vehicle break down); or(d) as otherwise required by Suppliers (including if any minimum booking numbers are not achieved or short of staff to operate services safely within their standard and legal requirements).
 4. We will notify you as soon as practicable after we become aware of any cancellation of, or what we consider to be significant changes to, your bookings. We will discuss alternative arrangements of your services with you and do needful. There may be some Charges to procure new services after offsetting any refunds for loss of services, which we will discuss with you.
 5. Freedom and/or its supplier are not liable for any additional compensation in such event.
 6. If any significant change is made by us or a Supplier for reasons other than those referred above,

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- you may either accept the change or request a cancellation and/or a re-booking of alternative Services. We will endeavour to accommodate your request, subject to the consent of the applicable Supplier(s).
7. Subject to Supplier terms and conditions, where you do not attend or are late or not followed pickup/drop off instructions are to be considered not to have attended booked Services then a cancellation fee of 100% of the prices paid for the Services will apply. You will be liable for any cancellation or amendment fees or charges imposed by the relevant Supplier, together with our applicable service fees.
- **If you want to amend or cancel the booking for any reason,**
 1. You must request an amendment or cancellation prior to the cancellation date/or date and time of service booked.
 1. We recommend you allow at least 72 hours, including On-Route Changes for us to check and advise you on any amendment request and to cancel and re-book. However, the price and availability of Services may have changed.
 2. We will do our best to facilitate your request, but changes and/or refunds may not be allowed by the relevant Supplier either at all or in a timely fashion.
 3. In many cases Services booked will be non-transferable, non-refundable, and unable to be amended. In addition we may charge our own fees to attend to any amendment or cancellation request on your behalf.
 - Refunds are not available on any unused services.
 - Any such refunds/credit note are to be given after deducting forex variance, bank charges, credit card charges, and admin & cancellation fees of Min. 15% per service. Refunds/credit note are given within 30 working days of tour finish date with possible delay may happen by various services supplier involved. We will write to you in such case. Freedom reserves right to offer Credit Note instead Bank Refund due to nature of our Business and our Relationship with you. Credit Note will be valid for 1 year from the date of issue and can be offset against any invoice of same or other guest travelling under same company invoice.
 - Freedom Reserves right to withdraw any refund offer anytime without giving any notice. In such circumstances, Freedom will issue updated refund offer.
9. **Tour Cancellation - Only Applicable Prior to Tour Start**
 - We recommend Travel Insurance as earliest possible for your Tour, covering period from confirmation of your quote till tour ends, subject to Insurance Company's Terms & Condition
 - INR 25,000 Deposit (Non-Refundable) required to book any group tour. In event of Visa declined only, INR 10,000 will be refunded.
 - For Private Transfer Tours: 20% Non-Refundable Vehicle + Driver related Expenses will be deducted over and above, below mentioned Tour Cancellation Charges.
 - Flight & Insurance Charges are always Non-Refundable once paid. Freedom Reserve's the right to Issue Flight Ticket and Insurance as per our Terms & Conditions with its Suppliers. Freedom issues tickets in bulk and/or at specific time agreed with our supplier. Even if tickets are not issued, it's committed by Freedom so cost can't be refunded.
 - Certain Services, such as accommodation, private transfer vehicle and driver's expenses, car rentals, online bookings, supplier/staff negotiations done by freedom to secure various services which may have been considered to provide competitive quotes, may have different payment or cancellation terms including non-refundable and these will be advised at time of booking.
 - General Cancellation from the Start of Tour Date excluding any Non-Refundable Charges & Various services with different cancellation terms.
 - 90 Days Prior to Departure 25% of the Tour Cost + Visa Charges.
 - 60 Days Prior to Departure 50% of the Tour Cost + Visa Charges.
 - 45 Days Prior to Departure 75% of the Tour Cost + Visa Charges.
 - 30 Days Prior to Departure 100% of the Tour Cost + Visa Charges.
 - All the guests must clear all their payments 45 days prior to their tour departure. For Partial Payments, Freedom has the right to cancel their booking without any prior notice. Cancellations of the tour once booked must be in writing with valid reasons.
 - Credit note will be issued from the date of tour with validity of 01 year which can be utilized against same guest's tours. This Cancellation & Refund Terms applies to any Group Size for our Products. This cancellation also applies to guest modifying our product route as per guest requirements

FREEDOM TOURISM LIMITED

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- Credit Note is not transferrable or cannot be demanded in any mode of cash/bank refund.
- Expired Credit Note for any reasons, cannot be extended by Freedom and deemed cancelled.
- Any Credit Note will always exclude bank, cc and forex variance/charges and govt tax & penalties.
- Once Tour commence, including in transit from home country, 100% Cancellation applies where remainder of all day(s) services are getting cancelled by one or more members of tour, for any reason. Freedom cannot guarantee cancellation and/or refund of any services for remainder passengers under same bookings (if any) and will be deemed as 100% Cancelled Tour.
- **Act of Good Faith Cancellation:**
 1. Due to Guest or their Parents/Spouse (These 2 relatives are only eligible) Health Emergency, notified in writing with necessary evidences, before 72 hours of Travel Started may qualify as Act of Good Faith Cancellation, @ Freedom's Discretion only.
 2. We will endeavour to make all efforts for minimum cancellation charges, however not guaranteed.
 3. As an act of good faith, we may forgo our cancellation policies applicable to relevant invoice(s) for the tour and recover:
 1. Admin Fee of \$50/Day From the date Travel Query Generated till the Cancellation Received in Writing PLUS Net Cancellation Charges of services after deducting all freedom's benefits mentioned in this document.
 2. All Act of Good Faith refund will be paid in Credit Note to be used by same guest(s) within 1 Year.
 4. Freedom Reserves right to withdraw "Act of Good Faith" refund offer anytime without giving any notice. In such circumstances, Standard Cancellation Term will apply.
- Freedom Tourism's Operated Group Tour may have separate Cancellation and other terms conditions advertised along with Product, which will replace this terms & condition for particular that matters only. Rest all T&C applies to all Freedom Operated Group Tours.
- We reserve the right to cancel/change/merge any of Freedom Operated Tour prior to the departure, without assigning any reason.
 1. If you do not agree then under such circumstances amount paid by you will be refunded after deducting the actual expenses incurred by us like Visa, Travel Insurance. No compensation or interest is payable.
 2. All Refunds shall be given in the same mode of payment made to us.
- If you want to Transfer from one Tour to another Tour, which may be possible with
 1. Change in prices, subject to availability and first come first basis
 2. Cancellation charges for initially booked tour may be applicable along with
 3. Min. \$180/person administration fee for new tour
- **BORDER RESTRICTION 100% REFUND GUARANTEE:**
 1. In an unfortunate event where Guest can't Travel due to Border Restriction imposed by Government in any Departure or Arrival Country/City
 2. Freedom will refund all services/invoice excluding
 1. Non-Refundable Services mentioned in this document Plus
 2. Admin fee of \$25/Day from Start of the Query till Border Closure date
 3. All this Refund will be paid as Credit Note to be used within 24 Months from the Date of issue. Credit Note rules as per this T&C applies, mentioned above.

10. General

- **Pre-Travel Requirement:** You acknowledge and agree that it is your responsibility to: check and ensure the accuracy and completeness of all documents incl. final travel documents, voucher; arrange travel insurance and any visa requirements; passport with min. 6 month's validity, own name credit card with sufficient fund, and understand and comply with any applicable health law (including any vaccine or testing requirement).
 1. We strongly recommend that your travel insurance includes cover for cancellation for any reason, including travel disruptions from the date of quotation confirmation, subject to Insurance Company's T&C.
 2. You must not participate in any Services if you have any symptoms of any transmittable disease regardless of the results of any medical test.
 3. It shall be the Duty of the client to inform us in case the Client has any medical condition that may affect his ability to enjoy and pursue any services and wherein the interest of the Group or

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- any member thereof is prejudicially affected.
4. We reserve the right to ask the Client to provide written certification of his medical fitness before departure. In the event that a medical condition has not been disclosed, we will not be liable to provide any assistance or money back. Freedom is not liable for any implications to the rest of the group travelling with.
 - **Privacy:** We may collect, store, use and disclose "personal information" in accordance with the applicable Data Protection Laws and our Privacy Policy. You consent us for the use of your tour photograph/video in our marketing material. No Compensation/Reward is claimed for such marketing. You must write us prior to your tour start for non-acceptance of this marketing clause.
 - **PRINTED and/or DIGITAL MEDIA ACCURACY:** All information given in any Freedom Tourism Limited's media is based on the information available at the time of publication. All errors and omissions exempted. We reserve the right to change any information before or after your booking the Tour due to any events beyond our control. No Prices are guaranteed from Published Media unless agreed by Freedom Team during Quote Process.
 - **Our Marketing Communications:** We may send you emails and other electronic newsletters and communications relating to Services and Suppliers. These electronic communications will contain instructions for how you can unsubscribe from the mailing list.
 - **Amendments:** We may amend these terms from time to time by publishing amended Terms on our website. New updated Terms are applicable from the date of issue supersedes all previous terms & conditions offered by Freedom and applies to all current tours & quotes, invoices, future bookings and finished tours. Freedom may circulate and/or publicly update our website with updated terms and condition as soon as practical, however you are solely responsible to check latest Terms & Condition on our website or ask Freedom Team if in doubt. Non-availability of our latest T&C for any reason is not acceptable for liability of any charges payable as per this T&C.
 - **Entire agreement:** These terms, including any other booking terms and conditions published on our website or notified to you from time to time, together with any applicable Supplier terms and conditions, apply to the exclusion of all other terms and constitute the entire agreement between us with respect to the Services.
 - **Waiver:** No delay or failure by us to exercise our rights under these terms operates as a waiver of those rights. A partial exercise of those rights does not prevent their further exercise in the future.
 - **Severability:** If a court decides that part of these terms is unenforceable, the part concerned shall be deleted from the rest of these terms, which will then continue in force.
 - **Complaints & Invoice Disputes:**
 1. Quotation Confirmation & Invoice Dispute Process:
 1. All eligible payments of issued invoice(s) or to be issued invoice for confirmed quotes/services/adjustment invoice, within terms of this agreement must be paid. Any unpaid invoice may be imposed minimum Interest of 1.5% per month at freedom's discretion until invoice and imposed interest fully paid. Freedom Reserves the right to issue invoice at any stage of tour including but not limited to from Quotation till 90 Days of Tour Ends.
 2. No Disputes can be accepted until invoice is paid. Disputes must be lodged in writing within 30 days of first payment of invoice or within 7 days of Tour End.
 2. Complaints:
 1. Must be lodged in writing to same communication contact, in same thread with all backup information, attachments in full and it will be Complainant's responsibility to provide all the basis of complain with evidences within terms & condition of this agreement
 2. Freedom will make sure to attend to the complaint within 72 hours for positive resolutions.
 3. Consumer Guarantee Act do not apply to "other parties named in above list as 1, 2, and 3 due to its business to business Services Agreement.
 4. Mediation as per NZ Law will be the first method to resolve any disputes, complaints followed by any other legal options as per NZ Jurisdiction.
 5. Freedom Reserves right for legal proceedings of all kind to protect its Brand, Image, and Goodwill of all kinds. All Legal & other charges may be payable by offenders, if demanded by Freedom.

Previous Updates: 27/3/2023, 18/2/2023, 14/12/2022

THE END

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