

Terms and Conditions

We want you to have an enjoyable holiday with Sidetracks Ltd. – (Sidetracks)

To ensure there are no misunderstandings, please read carefully:

Your bookings are accepted under the following terms and conditions:

1. Contracts
2. How to Book
3. Payment
4. Travel Information
5. Amendments and Modifications to Travel Arrangements
6. Cancellations & Refunds
7. Insurance
8. Health and Fitness
9. Complaints
10. Changes to Tours
11. Cancellation of Tours
12. Liability
13. Passports & Visas
14. Other Conditions

1. Contracts

The contract is between Sidetracks Ltd (referred as Sidetracks) and the client, being any person traveling or intending to travel on a tour supplied by Sidetracks as either operator or agent. The contract, including all matters arising from it, is subject to New Zealand law and the exclusive jurisdiction of the New Zealand courts. Only employees and directors of Sidetracks have authority to vary or omit any of these terms.

2. How to Book

To secure a tour reservation, Sidetracks or their agent requires a completed reservation form, signed by the client or the parent or legal guardian if the client is under 18 years. A reservation is accepted and becomes definite from the date Sidetracks has confirmed acceptance in writing. The person signing the booking form (which in all cases incorporates these terms and conditions - unless otherwise specified) warrants they have full authority to do so on behalf of all the persons whose names appear thereon or separately in relation to the group, and confirms that all persons are fully aware of and accept these conditions. Sidetracks or our agents reserve the right to decline any reservation at their discretion.

3. Payment

The deposit per person is NZ\$100.00. The balance of the trip cost is due 28 days prior to departure. All payments are to be made in New Zealand dollars and can be paid by direct bank.

In the case of non-payment of the balance by the due date, Sidetracks will treat the booking as cancelled unless the client communicates to the contrary.

All prices include New Zealand Goods and Services Tax of 15%.

4. Travel Information

Shortly after your reservation has been accepted, you will receive tour confirmation that includes a descriptive itinerary, suggestions for pre- and post-trip accommodation, public transportation, clothing and gear. On receipt of full payment a travel voucher will be forwarded either by e-mail.

5. Amendments and Modifications to Travel Arrangements

Transferring the booking of the trip from one departure date to another is possible without incurring a cancellation fee provided the transfer is made no less than 28 days prior to the commencement date of the original travel date. An administration fee of NZ\$ 50.00 per person, plus any additional costs incurred will be charged if a confirmed booking is changed or transferred later than 28 days before departure.

6. Cancellations & Refunds

If it becomes necessary to cancel your holiday, you must notify Sidetracks immediately in writing. Cancellation will take effect upon receipt by Sidetracks of your written notice. Your cancellation fee will be determined according to the following formula:

Low Risk Policy:

You pay only NZ\$100 Deposit. If you cancel up 29 days prior to your departure date you only pay NZ\$ cancellation Fee (refundable deposit NZ\$ 50.00)

Thereafter the cancellation fee will be as followed:

Number of days prior to trip start

14- 28 days: 25% of trip price

8 – 13 days: 50% of trip price

0 – 7 days: 100% of trip price

There is no refund for arriving late or leaving a trip early or any unused services included in the price.

7. Insurance

We strongly recommend that you purchase a comprehensive travel insurance policy covering trip cancellation for medical reasons; trip delay; medical expenses; accidental death; lost baggage; and medical evacuation. The New Zealand Accident Compensation (ACC) applies to travellers while in New Zealand. If a client has to cancel for medical reasons, most cancellation charges - less a small excess - are covered by most travel policies.

Sidetracks accepts no liability for personal injuries and losses.

8. Health and Fitness

It is the client's responsibility to choose a trip within their capabilities. As with most activities, the fitter the client is prior to departure, the more enjoyable the trip will be. The majority of trips offered require clients to be in reasonably good health. If you have a medical, physical or mental condition you must disclose this to us upon booking. The client has to provide Sidetracks with a signed release and medical information form prior to trip departure.

If clients have any doubts about their suitability for a trip, they should contact their doctor. You are also welcome to discuss any health and fitness enquiries with Sidetracks.

9. Complaints

In the event that a client has a complaint about any of the travel arrangements, they must advise the relevant supplier and the tour leader at the time and inform Sidetracks in writing. If the supplier and Sidetracks Ltd. know about problems there will be an opportunity to settle any grievance or complaint.

10. Changes to Tours

Sidetracks reserves the right to make route and programme modifications as needed due to weather or other unforeseen circumstances. The decision is normally made by the tour leader at the time and is made in the best interest of the group and their safety. Sidetracks and/or their contracted suppliers cannot be held responsible for these changes.

11. Cancellation of Tours

Sidetracks reserves the right to cancel any tour if there are insufficient confirmed bookings for any given tour to operate up to 29 days before the starting-date. On the rare occasions when Sidetracks must cancel a trip, Sidetracks will offer an alternative tour or all payments to date will be refunded. Sidetracks is not responsible or liable for any penalty charges and expenses incurred in preparation (i.e. connecting air fares) for any cancelled trip. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage or for any loss of time or inconvenience which may result from the cancellation.

12. Liability

Adventure activities have an element of risk, and all clients need to realize there is no absolute guarantee of safety. If you feel unsure about any particular adventure activity consult our trip leader who may be able to offer an alternative option. Sidetracks reserves the right not to run any activity(s) if in our opinion the circumstances make the activity too dangerous (e.g. bad weather conditions). Clients will be required to sign a liability release form before commencing any tour or activity.

Sidetracks accepts no liability for any action or activity undertaken by the client arranged independently of Sidetracks.

13. Passports & Visas

Everyone needs a passport to enter New Zealand. Your passport must be valid for at least three months beyond your intended stay. Citizens of Australia do not need a Visa. For residents of other countries please check with your travel agent to confirm if a visa is required or check the immigration New Zealand Website

<http://www.immigration.govt.nz/migrant/stream/visit/visitors/quickcheck.htm>. Sidetracks accepts no liability for any individual or group failing to meet NZ Passport / Visa entry requirements.

No vaccinations are required for entry to New Zealand.

14. Other Conditions

All minors (under 18 years) must be accompanied by at least one parent or legal guardian. The minimum allowable age for trips is 14 years.

Sidetracks as operator or agent finalizes all arrangements for these tours on the express condition that it shall not be held liable for any injury, loss, accident, delay or irregularity which may occur either by reason of any defect in any vehicle, vessel or equipment or by Acts of God or through the acts of default of any company or person engaged in conveying the passengers or in carrying out our arrangements of the tours or otherwise in connection herewith.

Sidetracks reserves the right to change any of the facilities, services or prices described in any of its publications, including any Internet site.

Airlines and other transport providers

These conditions are not issued on behalf of, and do not commit any airlines, whose services may be used in conjunction with an Sidetracks Women tour. Should an airline amend or cancel a scheduled flight, such an amendment or cancellation will not be considered a cancellation of the tour Sidetracks and any flights or other transport that is outside the control of Sidetracks, is subject to the conditions of the carrying airline or other transport entity.

Privacy

The information supplied by you on the booking form will only be used by Sidetracks. However, in the unlikely event of an accident, any special medical or personal information may be supplied to medical or emergency services personnel.

Assumption of Risk and safety declaration

You acknowledge that:

- By its very nature of adventure travel can be more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death, and:
- Operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcoming of that third party's performance is against the third party and not against Sidetracks, and
- The additional dangers and risks associated with adventure travel may include difficult and dangerous terrain, extremes of weather, including sudden and unexpected changes, remoteness from normal medical services and from communications and evacuation difficulties in the event of illness or injury
- 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 follow our instructions and use any safety equipment provided at all times. For the above reasons you accept the inherent and increased dangers and risks associated with the proposed adventure and the accompanying risk of injury, death or property damage or loss.

Release and Waiver of Liability

In consideration of Sidetracks accepting your booking and in consideration of you being permitted by Sidetracks to join the tour to the extent permitted by law, you: release, waive, discharge, hold harmless and agree to indemnify Sidetracks and its officers, employees, agents, licensees, guides and other representatives and the land management authorities in New Zealand from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction there within unless caused by the willful negligence or wrongful act of Sidetracks and its employees: and regardless of the situation or circumstances giving rise to the claim you waive any claims you have, or may at any time have, against Sidetracks and its employees and you agree, by accepting the additional inherent dangers and risks associated with the tour, not to make any claim against or seek any compensation from Sidetracks and its employees in respect of any personal injury, illness or death suffered by you or damage to or loss of property sustained by you as a result of your participation in the tour. To the extent permitted by law, all our liability for damage to your property, disruption to travel plans, or mental injury is excluded. This is subject to any rights you may have under the Consumer Guarantee Act 1993 if booking in NZ. If sections of the Act do apply Sidetracks' liability is limited to resupplying the services or paying the costs of resupplying the services, whichever is the lesser.