



# Terms and Conditions

*updated version valid from 23 November 2021*

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

To ensure there are no misunderstandings, please read these terms & conditions carefully.

**Please see our Covid Policy in clause 13.**

**Your bookings are accepted under the following terms and conditions:**

1. Contract & Jurisdiction
2. How to Book & Booking Confirmation
3. Payment
4. Cancellations, Changes to Bookings & Refunds
5. Insurance
6. Cancellation of Tours by Sidetracks & Force Majeure
7. Changes to Tours and Tour Publications
8. Health and Fitness
9. Assumption of Risk & Liability
10. Other Conditions
11. Privacy & Images
12. Complaints
13. Special Conditions for COVID-19 related changes

## **1. Contract & Jurisdiction**

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

## **2. How to Book & Booking Confirmation**

To secure a tour booking, Sidetracks requires a completed online booking form. A booking is accepted and becomes definite from the date Sidetracks has confirmed acceptance in writing. The person sending 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 terms & conditions. Sidetracks reserve the right to decline any booking at their discretion.

Shortly after your booking has been accepted, you will receive a tour confirmation that includes a descriptive itinerary, a gear list etc. On receipt of full payment (at the latest 35 days prior to tour start) you will receive a payment receipt confirmation and pre-departure information incl pick up info etc.

### **3. Payment**

A deposit of NZ\$200.00 per person is due at the time of booking. Ebike upgrades need to be reconfirmed and are payable 7 days after confirmation. The final payment of the tour cost is due 35 days prior to departure.

All payments are to be made in New Zealand dollars and can be paid by direct banking into the bank account stated on the booking form.

In 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. Cancellations, Changes to Bookings & Refunds**

Changing the booking, as in changing from one tour to another or changing the tour departure date, is possible up until 32 days before the original travel date for a handling fee of \$100. Transfers are only possible to another tour within 12 months of your original departure date. Any changes made later than 32 days before tour start incur the below cancellation fees.

If it becomes necessary to cancel your holiday, you must notify Sidetracks immediately in writing. Cancellation will take effect upon receipt of your written notice by Sidetracks. Cancellation fees are per person and subject to the following:

- Up to 31 days before the tour departure date a \$200 cancellation fee applies
- Between 30-14 days before the departure date a cancellation fee of 50% of the tour package price\* applies
- From 13 days before the departure date a cancellation fee of 100% of the tour package price\* applies

\* Tour package price is defined as the tour fee + single accommodation supplement if applicable + bike hire or Ebike upgrade if applicable.

After tour commencement, no refunds are available, ie no refund for arriving late or leaving a tour early, or for any unused services included in the price.

These cancellation fees are not negotiable; therefore, we highly recommend that you purchase travel insurance.

### **5. Insurance**

Sidetracks strongly recommends all travelers, including domestic clients, take out tour cancellation insurance together with all other necessary travel insurance to guard against the unexpected.

### **6. Cancellation of Tours by Sidetracks & Force Majeure**

Sidetracks reserves the right to cancel any tour due to insufficient confirmed bookings (please see tour details for minimum numbers) up to 14 days before the tour start date. On the rare occasion when Sidetracks must cancel a tour, an alternative tour will be offered or all payments to date will be refunded.

Sidetracks is not responsible or liable for any penalty charges and expenses incurred in preparation for any cancelled tour (ie connecting air fares). You will not be entitled to claim any additional amount or seek any compensation for expenses, loss of time or inconvenience which may result from the cancellation.

If Sidetracks is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or any other cause whatsoever outside Sidetracks' reasonable control, Sidetracks will be under no liability whatsoever to you, and may, at its option, by

written notice to you, cancel the tour, wherein clause 4 of these conditions will apply in respect of cancellation fees.

## **7. Changes to Tours and Tour Publications**

Sidetracks reserves the right to make route and programme modifications as needed due to weather or other unforeseen circumstances that affect the safety of participants and guides of the tour. The decision is made by the tour leader, or any other authorised person of Sidetrack, at the time and is made in the best interest of the group. Every reasonable endeavour will be made to keep to published schedules, but no guarantee is given. Sidetracks and/or their contracted suppliers cannot be held responsible for these changes. Changes will be advised to the client as soon as reasonably possible. Where a tour service needs to be changed, a substitute of similar quality or standard will be provided.

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

## **8. Health and Fitness**

It is your responsibility to choose a tour within your capabilities. As with most activities, the fitter you are prior to the tour, the more enjoyable it will be. The majority of tours 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. You will have to provide Sidetracks with a signed health information and release form prior to tour departure.

If you have any doubts about your suitability for a tour, please contact your doctor. You are also welcome to discuss any health and fitness enquiries with Sidetracks.

## **9. Assumption of Risk & Liability**

Adventure activities have an element of risk, and all clients need to realise there is no absolute guarantee of safety. 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.

Sidetracks as operator finalises 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, 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 cancel any activity if we become concerned for any reason for your safety or that of any other person (eg bad weather conditions). We also reserve the right to withdraw any person who in our opinion is likely to endanger themselves or others. If you feel unsure about any particular adventure activity, please consult your tour leader who may be able to offer an alternative option.

You will be required to sign a liability release form for Sidetracks before commencing any tour or activity, as well as additional waivers for other operators whose equipment or activities are part of or used for the Sidetracks tour (eg bike rental companies).

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

## **10. Other Conditions**

### **Minimum Age**

The minimum age for participation in our tours is 18 years.

### **Airlines and other transport providers**

These conditions are not issued on behalf of, and do not commit any airlines or transport operators, whose services may be used in conjunction with a Sidetracks tour. Should an airline amend or cancel a scheduled flight, such an amendment or cancellation will not be considered a cancellation of the Sidetracks tour. 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.

### **11. Privacy & Images**

The information supplied by you on the booking form, medical form and liability release 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.

By accepting these terms and conditions you certify that your image may be used without charge by Sidetracks for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image used for these purposes.

### **12. Complaints**

If you have a complaint about any of the travel arrangements, you 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 the problems, there will be an opportunity to settle any grievance or complaint.

### **13. Special Conditions for COVID-19 related changes**

#### **Vaccination Policy:**

To help us provide safe and responsible travel, **the following will apply on all tours departing from 28 November 2021:**

- All tour participants are required to produce proof of full Covid-19 vaccination (either paper or digital) prior to tour start
- If you are unable to be vaccinated for medical reasons, you must provide a medical certificate from a medical professional
- If you have a medical exemption, you are required to produce proof of a negative Covid-19 test (either paper or digital) conducted no more than 72 hours before day 1 of your tour
- Participation in our tours without being fully vaccinated (or tested as described above) will not be possible after the 28 November 2021
- If you do not wish to be vaccinated or tested for any reason, **all payments that you have made will be fully refunded** immediately.

By booking a Sidetracks Women tour you accept our vaccination policy as stated above.

If Sidetracks has to cancel a tour due to New Zealand Government Covid-19 lockdowns under the current traffic light framework, or you are unable to travel to join a tour because you live in an area in a local or regional lockdown, we will transfer the FULL amount you have paid to any future tour.

If you, for any reason, are not able to change to a future tour, a credit based on costs will be refunded. This means we will refund you all payments we are able to recover from our service providers, excluding a \$100 handling charge.

To be eligible for the refund you need to let us know in writing up to 3 days after we announced the cancellation, or travel restrictions take effect in your area.

For clients from Australia, we will waive our cancellation fees for COVID related cancellations up to 7 days before the tour start in case of

- a) Pause or stop of the travel bubble between NZ and Australia
- b) The part of Australia you live in goes into lockdown

If one of these scenarios happens six or less days before the tour start, we will only charge costs that will be invoiced to us by our service providers.