



# Terms and Conditions

*updated version valid for all bookings received from 03 March 2023*

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

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. Prices
4. Payment
5. Cancellations, Changes to Bookings & Refunds
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 reserves the right to decline any booking at their discretion.

Shortly after your booking has been accepted, you will receive a tour confirmation that includes Trip Notes, Gear List etc. On receipt of full payment (at the latest 59 days prior to tour start) you will receive a payment receipt confirmation and pre-departure information incl pick up info etc.

### 3. Prices

The prices quoted on our website (<https://www.sidetrackswomen.co.nz/>) are in New Zealand Dollars (NZ\$). They represent the most current per-person prices and are subject to minimum numbers. If minimum numbers are not met by the balance payment due date, a small group surcharge will be offered to ensure the operation of the trip.

Refer to the Trip Notes (sent with tour confirmation) for all tour inclusions and exclusions.

Once your booking is confirmed, any subsequent discounts or price reductions advertised may not be retrospectively applied.

Sidetracks will try its utmost not to increase tour prices; however, sometimes increases are outside its control.

Sidetracks reserves the right to amend tour prices at any time but at the latest 35 days before the tour departure date. Amendments may be necessitated for many reasons, including, but not limited to, increases in ground operator services, increased fuel costs, or the need to engage alternative operators.

Any increase in tour prices must be paid before the departure date.

### 4. Payment

A deposit of NZ\$300.00 per person is due at the time of booking. The final payment of the tour cost is due 59 days before 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%.

### 5. Cancellations, Changes to Bookings & Refunds

Changes to bookings can be made up to 60 days before departure and are subject to a NZ\$100 processing fee.

Possible changes include changing to the same tour on a different date or changing to a different tour. Changes are only possible to published tour dates and for tours within the next 12 months.

Changes made later than 60 days prior to departure are treated as cancellations.

A cancellation takes effect upon receipt of your written notice by Sidetracks. Cancellation fees are per person and subject to the following:

- Up to 60 days before the tour departure date - NZ\$300 (plus non-refundable upgrades like Ebike upgrade on NTS tour)
- 59 to 32 days before the tour departure date - 30% of the total tour package price
- 31 to 14 days before the tour departure date - 50% of the total tour package price
- 13 to 0 days before the departure date - 100% of the total tour package price
- The total tour package price is defined as the tour price including any upgrades if applicable (e.g. single accommodation, Ebike etc)
- After tour commencement, no refunds are available, i.e. no refund for arriving late or leaving a tour early or for any unused services included in the price.
- These cancellation fees are non-negotiable.

Personal travel insurance is not included in the tour price. We strongly recommend that you take out full

personal travel insurance, including accident, illness and tour cancellation 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 on the website for minimum numbers) up to 32 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 (i.e. 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 5 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 Sidetracks, 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 (e.g. 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 (e.g. 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 know about the problems, there will be an opportunity to settle any grievance or complaint.

## **13. Special Conditions for COVID-19 related changes – updated 19 August 2023**

### **Covid Policy:**

To help us provide safe and responsible travel the following applies on all tours:

All tour guides and participants need to be free of any Covid symptoms in the last three days before the tour starts.

By booking a Sidetracks Women tour you accept our Covid Policy as stated above.

### **What happens if there is a case of COVID-19 on my tour?**

If you or someone else on your tour develops symptoms of COVID-19 while travelling with us, we will assist you/the person to access appropriate medical care as quickly as possible. We will follow the advice of local health authorities on whether a COVID-19 test is required or whether there is a risk to other travellers in the group. We will help contact family and friends if needed, as well as provide support getting to hospitals or medical centres if required.

Should COVID-19 be confirmed, our full health and safety protocols will be enacted, including informing the group of the potential exposure, and sanitation protocols.

### **What are the financial implications if I get Covid-19 while on tour?**

Please note that while we will ensure you get all the support you need, any expenses for testing or treatment will need to be covered by you and your travel insurer, so please ensure you have access to funds while travelling in case of this or other emergencies.

If you are unable to continue travelling with us due to being too sick or unwell, please contact your insurance provider as soon as possible to make an insurance claim for the tour costs.

### **Do I need travel insurance?**

For your peace of mind, we highly recommend you take out a comprehensive travel insurance policy that covers you for COVID-19 as soon as you have your tour booking confirmed. Make sure that your policy covers you if you cannot participate on the tour due to you contracting COVID-19.

Other unfortunate circumstances like accidents, illness, bereavements, family emergencies or work commitments could also derail your travel plans and leave you liable for costs. Travel insurance offered by companies such as [CoverMore](#) can cover you for all of these situations.

Our COVID-19 Cancellation Policy will cover any government-imposed lock downs and restrictions that prevent you from participating on the tour.

### **Covid-19 Cancellation Policy**

If Sidetracks has to cancel a tour due to New Zealand Government Covid-19 lockdowns or restrictions, we will transfer the FULL amount you have paid to any future tour or give you a full refund.

### **What if I change my mind and do not wish to proceed on my tour?**

Our standard booking cancellation clauses will apply.

In the event of any cancellation, there will be no claim for damages by either party against the other and we are not responsible for any incidental expenses that you may have incurred as a result of your booking, including but not limited to vaccinations & tests, travel insurance excess or non-refundable flights.