

# Sidetracks Women – Terms & Conditions

Valid for all bookings received from 23 December 2025

## 1. Contract & Jurisdiction

The contract is between Sidetracks Ltd (trading as Sidetracks Women), referred to as Sidetracks, and the client. The contract and all matters arising from it are governed by New Zealand law and subject to the exclusive jurisdiction of the New Zealand courts. Only authorised employees or directors of Sidetracks may vary or waive these Terms & Conditions.

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## 2. How to Book & Booking Confirmation

A booking is made by submitting a completed online booking form and becomes binding once accepted in writing by Sidetracks. The person making the booking confirms they have the legal authority to accept these Terms & Conditions on behalf of all participants included in the booking form.

Upon booking confirmation, Sidetracks will email the client a copy of the Terms & Conditions accepted at the time of booking, together with Tour Notes. The Tour Notes reflect the tour description and the services included as published on the Sidetracks website at the time the booking is made and serve as a record of what was included in the tour at the time of booking. Sidetracks reserves the right to decline any booking.

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## 3. Prices

All prices are quoted in New Zealand Dollars (NZ\$) and include GST. Prices are per person and subject to minimum numbers. If minimum numbers are not met by 31 days before departure, Sidetracks may, at its discretion, offer a small group surcharge to enable the tour to operate. Clients may accept or decline this option. If declined, all payments made will be refunded in full.

Once a booking is confirmed, advertised discounts do not apply retrospectively. Sidetracks reserves the right to adjust tour prices due to factors beyond its control, with any changes advised no later than 90 days before departure.

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## 4. Payment

A deposit of NZ\$500 per person is required at the time of booking. The remaining balance is due 90 days before tour departure. Payments are generally made in New Zealand Dollars (NZ\$) by bank transfer to the account stated on the invoice. By prior arrangement, Sidetracks may accept payment in other currencies (for example AUD, CAD, USD or EUR). In such cases, the

exchange rate used will be determined by Sidetracks, and any bank or currency conversion fees are the responsibility of the client.

Cancellation fees are calculated based on the total tour price and apply regardless of payment status.

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## **5. Cancellation by Client**

Cancellations must be made in writing and take effect on the date Sidetracks receives the notice. Cancellation fees are charged per person as follows:

More than 90 days: NZ\$300 (administration fee)  
90–61 days: NZ\$500 (loss of deposit)  
60–31 days: 45% of the total tour package price  
30–15 days: 65% of the total tour package price  
14 days or less: 100% of the total tour package price

The total tour package price includes any upgrades. After tour commencement, no refunds are available. Cancellation fees are non-negotiable.

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## **6. Booking Transfer Options**

### **6.1 Booking Transfer to another Tour**

In some cases, Sidetracks may allow a booking to be transferred to another published tour date or tour instead of being cancelled. Rebooking is subject to availability and is offered at Sidetracks' discretion. Rebooking fees apply as follows:

More than 90 days: NZ\$150 (administration fee) plus any tour price difference  
90–61 days: NZ\$250 plus any tour price difference  
60–31 days: NZ\$400 plus any tour price difference  
30 days or less: treated as cancellation (see section 5).

The tour price applicable to a rebooked tour is the price published at the time the rebooking is confirmed. Any price difference may be higher or lower than the original booking price. Each booking may be transferred once only.

### **6.2 Booking Transfer to another Person**

Sidetracks may offer the cancelling client the option to transfer the booking to another person. The replacement traveller must accept the same room type originally booked, unless another room category is still available at the time of the transfer.

The option to nominate a replacement traveller is available for up to 8 days after written cancellation has been received by Sidetracks and no later than 8 days before the tour start date. In this case, the applicable cancellation fee will be reduced to NZ\$150 (administration fee).

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## **7. Cancellation by Sidetracks**

Sidetracks reserves the right to cancel any tour due to insufficient confirmed bookings up to 31 days before the tour start date. The minimum number of participants required for each tour is published on the Sidetracks website.

If Sidetracks is prevented from operating a tour due to events beyond its reasonable control, Sidetracks reserves the right to cancel the tour at any time up to the tour start date.

In such cases, an alternative tour will be offered or all payments made will be refunded. Sidetracks is not responsible for any additional costs incurred by the client, such as flights, accommodation, or other travel-related expenses. These costs may be covered by the client's travel insurance, if applicable.

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## **8. Changes to Tours**

Sidetracks reserves the right to make route or programme changes due to weather or other unforeseen circumstances. Decisions are made in the best interests of participant safety. Where possible, an alternative of similar value and experience will be provided.

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## **9. Health and Fitness**

It is the client's responsibility to choose a tour suitable for their abilities and level of fitness. Most tours require participants to be in reasonably good physical and mental health. Any condition that may affect safe participation must be disclosed at the time of booking.

Participants are required to complete and sign medical and liability release forms prior to tour departure. If there is any doubt about suitability, clients are encouraged to consult their doctor and may discuss concerns with Sidetracks before booking.

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

Adventure activities involve an element of risk, and there is no absolute guarantee of safety. Risks may include difficult terrain, changing weather, remoteness from medical services, limited communications, and evacuation difficulties.

Sidetracks cannot be held liable for injury, loss, accident, delay, or irregularity arising from acts of God, equipment failure, weather conditions, or the actions or omissions of third-party suppliers engaged as part of the tour.

Sidetracks reserves the right to cancel any activity or withdraw any participant if there are concerns for safety. All participants must sign a liability release form and any additional waivers required by third-party operators. Sidetracks accepts no liability for activities arranged independently by the client.

Nothing in these Terms & Conditions limits any rights the client may have under the Consumer Guarantees Act 1993.

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## **11. Privacy & Images**

Personal information is used solely for tour operations. Images may be used for promotional purposes unless the client notifies Sidetracks in writing prior to or during the tour.

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## **12. Complaints**

Any issues or complaints should be raised with the tour guide during the tour and followed up in writing with Sidetracks. If Sidetracks is informed of the issue, there will be an opportunity to settle any grievance or complaint.

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