



Pacific Cycle Tours Terms and Conditions

This agreement is between Southern Sky Tours Limited T/A Pacific Cycle Tours (referred to in this agreement as "PCT" or "Us") and you (referred to in this agreement as "You" or "Your"). It contains the full agreement between You and Us for cycle tours ("Terms").

By submitting a booking form You accept and agree to be bound by these Terms. No changes to or variation of these Terms will be effective unless in writing and signed by PCT.

Where You are submitting a booking on behalf of more than one participant, You confirm that you are acting as the authorised representative of each participant named in the booking, You accept the Terms on behalf of each participant and confirm that You have the authority to do so on their behalf, and You confirm that all participants have been made aware of these Terms and have agreed to be bound by them.

Submitting a booking form is a request for a booking by You and is not acceptance by PCT. It is at the sole discretion of PCT as to whether to accept any booking request and a booking is only deemed to be accepted by PCT on PCT providing You with a booking confirmation in writing (including by email) confirming acceptance and payment of the deposit required.

You agree that registration for the PCT tour is personal and specific to You, and that no other person is permitted to participate in Your place. Your booking is not transferable to other participants without prior written approval from PCT which may be given or withheld at its absolute and sole discretion.

Travel and Insurance

PCT tours start and end in various locations. Your booking confirmation will set out the start and end locations. If You're travelling from outside the start and end locations, You are responsible for Your own travel arrangements and flights to the starting location and from the end location, plus any associated pre-tour and/or post-tour accommodation and meal costs.

PCT strongly recommends that all participants obtain suitable insurance to cover delays, cancellations or other loss that may occur as part of the tour. It is Your responsibility to ensure that You are adequately covered and to arrange Your own insurance. You should satisfy yourself that the insurance covers any possible risk that may occur, including all tour activities and 'force majeure' events.

How to Pay

Prices quoted on PCT's website are in New Zealand dollars and include Goods & Service Tax (GST). Payments may be made by bank transfer (or such other payment service offered by PCT from time to time) only. Payment in full is required not less than 45 days before the tour departure date. Additional single group members will incur a single surcharge supplement at the surcharge price charged by PCT from time to time. For self guided tours a surcharge may be charged for upgrades on hotel rooms where standard rooms are not available. Where a surcharge will apply PCT will confirm the applicable surcharges prior to payment of the deposit.

Cancellations

If you wish to cancel Your tour, You must notify PCT in writing. Your cancellation will only take effect once PCT has confirmed receipt in writing. Cancellation fees apply as follows:

1. The deposit is non-refundable
2. Cancellations made between 45 and 8 days (inclusive) prior to the tour start date will result in forfeiture of 50% of the total tour price.
3. Cancellations made 7 days or fewer prior to the tour start date will result in a 100% forfeiture of the total tour price.

At PCT's absolute and sole discretion, and only where cancellation is notified more than 90 days prior to the tour start date, PCT may allow the amount paid to be transferred to another tour departing within 12 months of the original tour start date. PCT is under no obligation to offer a transfer.

PCT reserves the right to cancel a tour at any time if the minimum numbers for a tour are not met. If PCT cancels a tour due to insufficient numbers then the deposit paid will be refunded in full (less any fees charged by Your bank).

Changes

PCT reserves the right prior to and during a tour to postpone, modify, substitute, cancel or delay any route or aspect of the tour at the absolute discretion of PCT, including, without limitation, if it is necessary to do so due to inclement weather, snow or icy conditions or any other conditions that would otherwise be likely to be hazardous, dangerous or which may affect the safety of participants and guides of the group.

In the event of any change, modification, cancellation, postponement or delay You acknowledge that You will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation, postponement, substitution or delay.

PCT reserves the right to change, at any time, the tour guide of any tour. If that happens, any such change by PCT will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage.

Force Majeure

If PCT is prevented (directly or indirectly) from performing any of its obligations under the Terms by reason of natural disasters, epidemics, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of terrorism, acts or omissions of a third party or any other cause whatsoever outside PCT's reasonable control, PCT will be under no liability to You and may, at its option, by written notice, either cancel the tour or arrange alternative tour arrangements. Where the tour is cancelled pursuant to this clause PCT shall refund the deposit and other amounts paid by You (less any fees charged by Your bank).

Fitness Requirements

To fully enjoy and benefit from your holiday experience you should be in good health and physical condition. We strongly recommend that you follow our grading system listed on our website www.bike-nz.com. If you have a medical, physical or mental health condition you must disclose this to Us upon booking. You are also required to inform Us once you have booked where a condition becomes evident prior to departure or during the tour.

You agree to indemnify PCT from any liability for any claim arising out of any want of health and fitness.

You confirm and declare, as a condition of registering for the tour, that You are not aware of any illness, injury, physical disability or impairment which may cause You injury or death during or because of Your participation in the tour. You agree that You will immediately communicate any change in condition that may be relevant to PCT as soon as practicable.

Health and Safety

In these Terms reference to "PCT Representatives" includes PCT's tour guides and its officers, employees, agents, and representatives.

You agree to follow the directions of PCT's Representatives during the tour. Failure to do this may result in You being removed from the tour.

PCT is not responsible for any denial of service by any third party (e.g. excursion or accommodation providers). If in PCT's reasonable opinion, we consider You are not able to participate safely in the tour or You are impacting on other participants, then PCT reserves the right to arrange for You to leave the tour. You will not receive a refund of the price for any missed part of the tour.

You acknowledge that PCT or PCT Representatives may remove You from the tour and/or exclude You from participating (a) if PCT considers Your behaviour is inappropriate, offensive, or abusive, (b) to prevent damage to any property, (c) on medical or health and safety grounds (including to prevent possible harm or injury to You or any other person).

Bike

You will be responsible for any damage or loss of the bicycle (including theft) while in Your possession. This includes damage to or loss of any accessories to the bicycle (e.g. Pannier bags; pumps; locks; tyre levers, repair equipment and bicycle computers). If You have hired a bike from Us it is Your responsibility to return the bike to us in the same condition it was in at the beginning of the tour.

Participants hiring or using electric bicycles must follow all instructions regarding operation and safety and are responsible for damage caused by misuse, neglect, or failure to follow instructions. This includes, without limitation, ensuring that batteries are not tampered with, opened, or used in a manner inconsistent with manufacturer guidelines and only charging the bike using approved chargers and in safe environments.

Privacy

You authorise and consent to PCT and PCT Representatives:

1. collecting personal information about You from any person as required to give effect to these Terms and to any such person disclosing personal information to Us for that purpose;
2. collecting, using and disclosing information (including personal information) about You for any purpose connected with PCT's business, the tour, and these Terms including, but not limited to, booking management, service delivery, facilitating participation in any events or excursions during the tour, and undertaking direct marketing activities to You;
3. disclosing personal information (including personal information) to third party suppliers of PCT for any purpose connected with PCT's business, the tour, and these Terms (and You consent to those suppliers using, holding and processing that information, using the information to generate anonymised and aggregated statistical and analytical data, and storing information in servers internationally and in New Zealand);
4. collecting personal information from You, or from Your medical practitioner, regarding your health and medical condition and disclosing such personal information to ensure your safety and well being, including to medical or emergency services personnel in the event of an accident or medical event; and
5. disclosing any information about You (including personal information) to such persons as may be necessary or desirable to enable PCT to exercise any power or enforce or attempt to enforce any of PCT's rights, remedies and powers under these Terms.

The authorities given are authorities or consents for the purposes of the Privacy Act 2020 and You have the right to access and request the correction of any personal information that PCT holds about You.

You consent to PCT and PCT Representatives carrying out filming, sound recording, videography and/or photography prior to, during and after the tour and acknowledge and agree that PCT may use Your image and such recording and photography may be used without charge by PCT for promotional purposes including, but not limited to, marketing, PCT's website, printed promotional items and promotional presentations, and social media. Please advise PCT at the time of registration if you do not wish to be included in any such promotional and marketing material.

Acknowledgement of Advice Received

You hereby acknowledge that the decision to participate in the tour is entirely Your own and You accept all risks associated with Your participation in the tour and that You have received the following advice from Us:

1. Full personal travel insurance including accident, illness and travel cancellation is strongly recommended for all of our tours to guard against the unexpected. If, at any stage, You experience unexpected changes to Your schedule, please call and discuss these matters, either with your booking agent, or alternatively, contact Us directly.
2. It is compulsory to wear a helmet when cycling in New Zealand by law.
3. It is extremely unlikely You will be able to seek legal redress in New Zealand for any physical injury, including temporary or permanent disablement suffered by You during the tour.

Liability and Indemnity

PCT will not be liable for any loss or damage (including consequential loss or damage, loss of profits, loss of revenue or loss of savings) which may be suffered or incurred, or which may arise directly or indirectly in respect of Your booking and or participation in the tour or any failure or omission on the part of PCT to comply with its obligations under these Terms. In the event that PCT is found liable for any loss or damage, PCT's liability will be limited to the amount paid by the participant for the tour.

All conditions, guarantees, representations, obligations and warranties which may be implied by law into these Terms are excluded except to the extent that it would be unlawful to do so.

You agree to indemnify PCT upon demand, for any costs (including legal costs, as between solicitor and client), loss or damage suffered or liability incurred by PCT as a result (whether directly or indirectly) of (a) any breach of these Terms by You or (b) Your participation in the PCT tour.

Subcontracting

PCT may at any time subcontract any of its rights or obligations pursuant to these Terms to any other third party.

Waiver

To be effective, any waiver of any or all of these Terms by PCT must be in writing and signed by PCT.

Entire Agreement

These Terms replace any previous representations, agreements, arrangements or understandings (whether written or oral) and constitute the entire agreement between You and Us.

Severance of conditions

If any provision of these Terms is held by a court to be unlawful, invalid or unenforceable, the validity and enforceability of the remaining provisions are not affected.

Jurisdiction

These Terms are governed by New Zealand law and the parties submit to the exclusive jurisdiction of the New Zealand courts.