



## **Pacific Cycle Tours Terms and Conditions**

This agreement is between Southern Sky Tours Ltd 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.

### **How to Pay**

Prices quoted on our website are in New Zealand dollars and include Goods & Service Tax (GST). Payments may be made by bank transfer only. Payment in full is required not less than 45 days before the tour departure date.

### **Cancellations**

1. If you wish to cancel your tour please notify PCT in writing. PCT will advise you it has received your cancellation which will take effect subject to the following:
  - i. Cancellation made outside 45 days prior to the start of tour will forfeit 100% loss of the deposit paid. Note: If the tour is cancelled due to COVID 100% of the deposit is fully refundable.
  - ii. Cancellation made between 45 days and 8 days prior to the start of the tour will forfeit 50% of the full tour cost.
  - iii. Cancellations made less than 7 days prior to the start of the tour will forfeit 100% of the full tour cost.
2. PCT may agree to you transferring the amount paid to another tour commencing within 12 months if notified more than 45 days prior to tour start date; however it is under no obligation to do so. An administration fee of \$100 will apply to the transfer.

### **Cancellation Due to Tour Booking Numbers**

PCT reserves the right to cancel any tour prior to departure in the event that there are not enough people booked on a tour in which case you will be given a full refund of payments you have made to PCT. 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.

### **Route Changes**

PCT reserves the right to postpone, cancel or delay any such aspect of the tour at the absolute discretion of PCT, if it is necessary to do so due to inclement weather, snow or icy conditions or any other conditions that would otherwise likely to be hazardous, dangerous and threatening conditions which may affect the safety of participants and guides of the group.

## **Force Majeure**

If PCT is prevented (directly or indirectly) from performing any of its obligations under this agreement 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.

## **Health and 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](http://www.bike-nz.com). If you have a medical, physical or mental condition you must disclose this to us upon booking. You are also required to inform us once you have booked where a medical condition becomes evident prior to departure. We require our tour registration form to be completed by you, which will be sent to you via email prior to tour departure.

## **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).

## **Privacy**

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

## **Acknowledgement of Advice Received**

You hereby acknowledge that you have received advice from us the following:

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. PCT recommends that you obtain PCT Optional bike insurance to protect against the risk of loss or damage to the bicycle during the tour.
3. It is compulsory to wear a helmet when cycling in New Zealand by law.
4. 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.