

TERMS AND CONDITIONS

We want you to have an enjoyable holiday with Wild about New Zealand, in the following referred to as 'SideTracks' (SideTracks Ltd. – Tours, Tracks and Trails in New Zealand).

To ensure there are no misunderstandings, please read carefully:
Your bookings are accepted under the following terms and conditions:

- [1. Contracts](#)
- [2. How to Book](#)
- [3. Payment](#)
- [4. Travel Information](#)
- [5. Amendments and Modifications to Travel Arrangements](#)
- [6. Cancellations & Refunds](#)
- [7. Insurance](#)
- [8. Health and Fitness](#)
- [9. Complaints](#)
- [10. Changes to Tours](#)
- [11. Cancellation of Tours](#)
- [12. Liability](#)
- [13. Other Conditions](#)

1. Contracts

The contract is between SideTracks and the client, being any person traveling or intending to travel on a tour supplied by SideTracks as either operator or agent. The contract, including all matters arising from it, is subject to New Zealand law and the exclusive jurisdiction of the New Zealand courts. Only employees and directors of SideTracks have authority to vary or omit any of these terms.

2. How to Book

To secure a tour reservation, SideTracks or their agent requires a completed reservation form, signed by the client or the parent or legal guardian if the client is under 18 years, with the necessary deposit or full payment if travel is within 7 days. A reservation is accepted and becomes definite from the date SideTracks has confirmed acceptance in writing. The person signing 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 conditions. SideTracks or our agents reserve the right to decline any reservation at their discretion.

3. Payment

The deposit per person is NZ\$200.00. Deposits are to be made in New Zealand dollars and can be paid by direct bank transfer or credit card (Visa / MasterCard). The balance of the trip cost is due prior to departure and is to be paid in New Zealand dollars by direct bank transfer or by credit card (Visa / MasterCard). In the case of non-payment of the balance by the due date, SideTracks will treat the booking as canceled unless the client communicates to the contrary. All prices include New Zealand Goods and Services Tax of 15%.

4. Travel Information

Shortly after your reservation has been accepted, you will receive tour information that includes a itinerary, suggestions for clothing and gear. On receipt of full payment a travel voucher will be forwarded either by postal mail, fax or e-mail.

5. Amendments and Modifications to Travel Arrangements

Transferring the booking of the trip from one departure date to another is possible without incurring a cancellation fee provided the transfer is made no less than 7 days prior to the commencement date of the original travel date. An administration fee of NZ\$ 100.00 per person, plus any additional costs incurred will be charged if a confirmed booking is changed or transferred later than 7 days before departure.

6. Cancellations & Refunds

If it becomes necessary to cancel your holiday, you must notify SideTracks immediately in writing. Cancellation will take effect upon receipt by SideTracks of your written notice. Your cancellation fee will be determined according to the following formula:

Number of days prior to trip start:

7 days+: NZ\$100 (refundable deposit NZ\$ 100.00)

3–7 days: 25% of trip price

0 –3days : 60% of trip price

There is no refund for arriving late or leaving a trip early or any unused services included in the price.

7. Insurance

We strongly recommend that you purchase a comprehensive travel insurance policy covering trip cancellation for medical reasons; trip delay; medical expenses; accidental death; lost baggage; and medical evacuation. The New Zealand Accident Compensation (ACC) applies to travelers while in New Zealand. If a client has to cancel for medical reasons, most cancellation charges – less a small excess – are covered by most travel policies.

SideTracks accepts no liability for personal injuries and losses.

8. Health and Fitness

It is the client's responsibility to choose a trip within their capabilities. As with most activities, the fitter the client is prior to departure, the more enjoyable the trip will be. The majority of trips offered require clients to be in reasonably good health. The client has to provide SideTracks with a signed release and medical information form prior to trip departure.

If clients have any doubts about their suitability for a trip, they should contact their doctor. You are also welcome to discuss any health and fitness enquiries with SideTracks.

9. Complaints

In the event that a client has a complaint about any of the travel arrangements, they 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 problems there will be an opportunity to settle any grievance or complaint.

10. Changes to Tours

SideTracks reserves the right to make route and programme modifications as needed due to weather or other unforeseen circumstances. The decision is normally made by the tour leader at the time and is made in the best interest of the group and their safety. SideTracks and/or their contracted suppliers cannot be held responsible for these changes.

11. Cancellation of Tours

SideTracks reserves the right to cancel any tour if there are insufficient confirmed bookings for any given tour to operate up to 2 days before the starting date. On the rare occasions when SideTracks must cancel a trip, SideTracks will offer an alternative tour or all payments to date will be refunded. SideTracks is not responsible or liable for any penalty charges and expenses incurred in preparation (i.e. connecting air fares) for any canceled trip.

12. Liability

Adventure activities have an element of risk, and all clients need to realize there is no absolute guarantee of safety. If you feel unsure about any particular adventure activity consult our trip leader who may be able to offer an alternative option. SideTracks reserves the right not to run any activity(s) if in our opinion the circumstances make the activity too dangerous (e.g. bad weather conditions). Clients will be required to sign a liability release form before commencing any tour or activity. SideTracks accepts no liability for any action or activity undertaken by the client arranged independently of SideTracks.

13. Other Conditions

All minors (under 18 years) must be accompanied by at least one parent or legal guardian. The minimum allowable age for trips is 14 years.

SideTracks as operator or agent finalizes 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 or 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 change any of the facilities, services or prices described in any of its publications, including any Internet site.

Wild About New Zealand

SideTracks Ltd. tours, tracks and trails in new zealand

PO Box 4437, Christchurch
New Zealand

Ph +64 3 352 3570

Email: escape@wildaboutnewzealand.nz