

Cycle Surgery Rail Trail Ltd **TERMS AND CONDITIONS**

Please note that upon payment of your Confirmation Deposit you acknowledge that you have read and AGREED to our Cycle Surgery Terms and Conditions as set out below;

1. Cycle Surgery Packages - Confirmation Deposit

To confirm your Cycle Surgery Package (itinerary including accommodation) a 10% deposit is required. Payment can be made by direct credit into our bank account, Paymark CLIC Secure Credit Card Facility (+2.5% credit card surcharge), International Bank Transfer (+\$25.00 international bank transfer fee) or PayPal (+3.5% PayPal surcharge). If your booking is made within 40 days of your booking commencing full payment is due to confirm your booking.

2. Cycle Surgery Packages – Full Payment

The balance owing is due a minimum of 30 days prior to your booking commencing. Payment can be made by direct credit into our bank account, Paymark CLIC Secure Credit Card Facility (+2.5% credit card surcharge), International Bank Transfer (+\$25.00 international bank transfer fee) or PayPal (+3.5% PayPal surcharge).

3. Cycle Surgery Bike Hire and Shuttle Bookings

To confirm your Cycle Surgery Bike Hire and Shuttle Bookings (itinerary excluding accommodation) full payment is required. Payment can be made by direct credit into our bank account, Paymark CLIC Secure Credit Card Facility (+2.5% credit card surcharge), International Bank Transfer (+\$25.00 international bank transfer fee) or PayPal (+3.5% PayPal surcharge).

4. Itinerary Amendments

For any amendments made to a confirmed booking please note we reserve the right to add an Amendment Fee of \$50.00. Amendments may include

- Changing dates
- Changing the number of people
- Changing accommodation
- Changing your transport requirements
- Changing your luggage transfer requirements

Please note: Changes can be made up to 30 days prior to booking commencing. Once you are inside 30 days prior to departure CANCELLATION fees may apply.

5. Cycle Surgery Packages Cancellation (or partial cancellation)

Your booking will include services from several providers – accommodation, shuttles, bike hire, activities. Once you have confirmed, they will turn away other enquiries. Our cancellation policy protects us and our service providers in the case a cancellation or partial cancellation. **We highly recommend that you have travel insurance to cover unexpected events which may occur prior to and during your holiday.**

- Cancellation outside 30 days of departure: Cycle Surgery Rail Trail Limited will retain 10% of the total cost (The deposit) of your booking. If your booking was paid in full, 90% will be refunded into a New Zealand bank account or an International Bank Account. An International Bank Transfer will incur an additional \$25.00 fee.
- Cancellation between 29 - 15 days of departure: Cycle Surgery Rail Trail Limited will retain 50% of the total cost of your booking and 50% will be refunded into a New Zealand bank account or an International Bank Account. An International Bank Transfer will incur an additional \$25.00 fee.
- Cancellation within 14 days of departure: You will receive no refund for cancellation within 14 days of your booking commencing.
- Cancellation after commencement of booking: You will receive no refund once your booking has commenced.
- Cancellation due to bereavement or health reasons will be dealt with on a case by case basis.

6. Cycle Surgery Bike Hire, Shuttle and Bag Transfer Cancellation Policy

- Cancellation outside 7 days of departure: Cycle Surgery Rail Trail Limited will retain 10% of the total cost of your booking and 90% will be refunded into a New Zealand bank account of your choice or reversed into your PayPal account.
- Cancellations within 7 days of departure: You will receive no refund for cancellation within 7 days of your booking commencing.
- Cancellation after commencement of booking: You will receive no refund once your booking has commenced.
- Bike Hire - A one-day period is from 8.30am - 5.30pm. Bikes can be picked up from 8.30am onwards and must be returned by 5.30pm.

7. Cycle Surgery Rates

Rates may be subject to change without notice. If rates should change we will inform you via e-mail with an up-dated itinerary and cost.

8. Inherent Risk and Safety

The client accepts that cycling and associated activities have inherent risks and can be dangerous.

The client understands that these risks include (but not limited to), illness, navigational difficulties, rough riding conditions, poor weather, and collisions, all of which may occur in isolated areas.

The client accepts all responsibility and liability for ensuring their own safety. Cycle Surgery Rail Trail Limited reserve the right to withdraw any person who they believe is likely to be a danger to themselves or others.

9. Client Liability

To the extent permitted by law I (the client) hereby release, waive, discharge, hold blameless and indemnify Cycle Surgery Rail Trail Limited and all persons entities and contactors connected to Cycle Surgery Rail Trail Limited from any and all liability for death, disability, personal injury (including mental injury), property damage, property theft, loss of personal equipment and all other foreseeable risks, claims or actions of any kind (including negligence) whatever and however occurring which may arise, at any time, from or in connection with, directly or indirectly, as a consequence of me (the client) carrying out the activities detailed in my Cycle Surgery Itinerary.

10. Travel Insurance

The client must provide their own travel insurance to cover their expenses in cases of unforeseen circumstances.

11. Cycle Surgery Bike Hire

A daily hire period is from 8.30am – 5.00pm.

The Client is liable for any damage caused to any bike hired from Cycle Surgery Rail Trail Limited while using or in charge of the bike. We acknowledge that bikes will experience general wear and tear and we accept this, however this does not extend to damage occurred to the bike during an accident or the client being negligent or purposefully damaging the bike. In all cases, the Client will accept responsibility and pay for the repair or damaged/broken parts. Examples of damage may include

- Damaged bicycle frame due to an impact or operator error
- Missing puncture repair kits or components from the puncture repair kit
- Missing or damaged helmets
- Tyre damage due to repeated skidding
- Broken rear racks due to impact, over-loading or doubling a person on the rack
- Broken derailleurs brake levers, shifters, bent crank arms, cycle computers, e-bike display units and damaged saddles due to impact or operator error

- Broken E-Bike batteries due to failing to secure, dropping or improperly handling of the battery

Bike Transportation – Please note that Cycle Surgery Hire Bikes can ONLY be transported by Cycle Surgery Rail Trail or an approved vehicle. Cycle Surgery Hire Bikes are NOT to be transported on a private trailer or truck deck.

12. New Zealand Law

New Zealand law requires the use of a bicycle helmet and I (the client) agree to wear a helmet while cycling.

This agreement is governed in all respects by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.

13. Your booking is accepted on the basis that you acknowledge that you have read, understand and accept our terms and conditions.

14. Disclaimer - Terms, prices and conditions are all subject to change without notice, prior to booking.

Cycle Surgery Rail Trail Privacy Policy

Your privacy on the internet is important to us. This privacy policy discloses what information we gather, how we use it and how to correct or change it.

Information

We gather various information about customers and users on our website and Facebook page. This information includes

1. Personal information through client's voluntary use of the Website and Facebook Page. This includes names, e-mail, phone numbers and postal address.
2. Personal information, provided to us by clients through any other method (including without limitation correspondence and discussions)
3. Information collected through tracking in relation to your use of our Website and Facebook Page, including content clients upload.
4. Aggregated data, which tracks traffic to our Website and Facebook Page.

Security

We are committed to ensuring that clients information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect on-line.

Use Clients Information

1. We will never sell or rent clients personal information to third parties
2. We will use the information we collect from clients for the primary purpose for which it is collected for. Thus, creating Rail Trail Itineraries and ensuring client safety while they are cycling the Otago Central Rail Trail.

Email Newsletters

Client may elect to sign up to our E-Newsletter. It is our policy to remove any person from the mailing list upon the person's request.

Credit Card Payments

Credit Card Payments are all made through our Secure On-Line Credit Card Facility.

Access and Removal of Information

Clients have the right to seek access to the personal information we hold and advise us of any inaccuracy. To access or remove information clients can contact us at info@cyclesurgery.nz, or +64 3 4643 630, or PO Box 48, Middlemarch, Otago NZ