

**TERMS & CONDITIONS**

Please read carefully the following terms and conditions. By completing a Booking Form, making a booking, making payment, or purchasing any of our services, you agree to be bound by these conditions which form the agreement between Lake Adventures Ltd or All Mountain NZ and You.

All Mountain NZ is a branch of Lake Adventures which means that every time, either Lake Adventures or All Mountain NZ are mentioned, they remain the same company.

**Terms in this document**

The term “trip” and/or “tour” is used to refer to Lake Adventures or All Mountain single day or multi-day tours or Trips, Expeditions, Custom Trips, Shuttle services or any other service provided by Lake Adventures (or All Mountain NZ) whether being guided or self-guided.

The term “You” refers to any of the participants of a tour, or a client, agent, or any affiliates or contractors of an agent or travel wholesale company.

The terms “Us” or “We” refers to Lake Adventures Limited or any of its branch and any of its staff, sub-contractors, agents, or affiliates.

**1. Booking Process**

We have two separate booking processes. You will follow one or the other:

One is for clients booking directly with Lake Adventures, the other is for travel agents and wholesalers booking on behalf of their clients

**1.1 The booking process for bookings made direct by the client (ie: not by a travel agent or wholesaler)**

1.
  1. You will make an enquiry with Us about availability by email or phone
  2. You will complete our Skill Assessment Questionnaire and Our Booking Form and send it to Us via our website, email, or by post (each member of the party must complete their own Booking Registration Form).
  3. You will make a non-refundable deposit (or full payment) using payment methods acceptable by Lake Adventures.
  4. After reviewing the Booking Forms, Lake Adventures will accept or deny your booking or the inclusion of any members of the party. Decisions will be made based on availability, the cycling experience level of the participants, and other factors. It may be necessary for Lake Adventures to engage in further discussion with You about the cycling experience before confirming a booking.

Note: A booking is not confirmed until Lake Adventures has received a deposit (or full payment), all necessary forms, the Terms and Conditions approved and the above process is complete.

**1.2 The booking process for bookings made by a travel agent or wholesaler on behalf of the client**

1. You will make an enquiry with Us about availability by phone or email. We may require time to assess availability and will respond as soon as reasonably possible. This may take up to 24hrs or more.
2. Unless otherwise agreed We will email You a quote for the requested services
3. You will send an online link to the client so they can complete Our online Booking Form and the Skill Assessment Questionnaire on our website (each member of the party must personally complete their own Booking Form).
4. After reviewing the Booking Forms, Lake Adventures will accept or deny the booking request and/or the inclusion of any members of the party. Decisions will be made based the cycling

experience level of the participants, and other factors. It may be necessary for Lake Adventures to engage in further discussion with the client/participant about their cycling experience before confirming a booking.

5. Once Lake Adventures is satisfied with the cycling experience level of the client/participant, the booking considered confirmed and is subject to Our all other Lake Adventures Terms and Conditions (including for example Our Cancellation Policy and Postponement Policy).

## **2. Payments**

Prices quoted in the brochures, website, and emails are in New Zealand dollars and are payable by credit card via our Paystation (ANZ) online service or by direct credit/bank transfer unless directly agreed otherwise by Us. When a You have paid a deposit, the balance payment is due 7 days prior to the commencement of our services. All payments must be made in New Zealand dollars.

### **3.0 General Booking Cancellation Policy**

If You wish to cancel your booking, Lake Adventures must be notified in writing. Once Lake Adventures receives your notice, cancellation will take effect subject to the following based on whether you are a client booking direct or whether you are a travel agent or wholesaler booking on behalf of a client. This is because travel agents and wholesalers are not required to make a deposit payment for Our tours and services.

#### **3.1 Cancellation Policy for bookings made by travel agents and wholesalers**

If cancellation occurs after a booking is confirmed by Lake Adventures:

20% of the full price if the cancellation occurs within the month following the booking (but more than before the commencement

- Outside 90 days from date of walk departure: 10% of the full price
- Between 89-60 days from date of walk departure: 20% of the full price
- Between 59-21 days from date of walk departure: 50% of the full price
- Within 21 days of date of walk departure: 100% of the full price

You must pay a cancellation fee that is the equivalent of 50% of the full price.

If cancellation occurs within 14 days of to the commencement of our services You must pay a cancellation fee that is the equivalent of 100% of the full price.

You must pay cancellation fees to Lake Adventures showed on Our invoice terms (which will be indicated on the invoice).

#### **3.2 Cancellation Policy for bookings made direct by the client**

If cancellation occurs after a deposit is made You forfeit your deposit.

If cancellation occurs within 7 days of to the commencement of our services you must pay a cancelation fee that is the equivalent of 100% of the full price.

#### **4.0 Cancellation by Lake Adventures**

Lake Adventures reserves the right to cancel all or part of any tour or services. The cancellation policy is dependent on how the booking was made and the type of tour or booking.

#### **4.1 Cancellation by Lake Adventures due to minimum booking numbers (for tours where a minimum booking number applies)**

Lake Adventures reserves the right to cancel any trip prior to departure in the event that there are too few people booked on a trip. In such a case, you will be given a full refund of payments You have made to Lake Adventures. 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.

#### **4.2 Cancelation and/or changes of itineraries by Lake Adventures due to weather or hazardous conditions**

Lake Adventures reserves the right to change the date of departure or conclusion of a tour, postpone or cancel a tour, modify any aspect of a tour or itinerary, substitute different trails or itineraries within the tour, or delay any such aspect of the tour or services if in the absolute discretion of Lake Adventures it is necessary to do so due to inclement weather, heavy rain, high winds, snow, ice, or any conditions that Lake Adventures considers to be hazardous, dangerous, adverse, or threatening to the safety of clients/participants, staff, contractors, or anyone associated with the operation of the tour or services. The weather leading up to the tour or service will also be considered as it affects the condition of the trails and natural environments where the services are carried out.

#### **4.3 Payment policy where Lake Adventures cancels services booked by a travel agent or wholesaler**

If We cancel the entirety of Our services booked by You due to the above conditions, You must pay a cancellation fee the equivalent of 30% of the total tour price. We will offer the You the option to transfer to a new date. This will be subject to Our Date Transfer Policy.

If We cancel or part of a tour, modify an itinerary, or substitute a product there will be no reduction in price.

#### **4.4 Payment policy where Lake Adventures cancels services booked direct by the client**

If We cancel the entirety of Our services booked by You due to the above conditions, You forfeit your deposit. We will offer the You the option to transfer to a new date with no penalty or transfer fee. If We cancel a part of a tour, modify an itinerary, or substitute a product there will be no reduction in price.

#### **5.0 Date Transfer Policy**

Our services can be transferred to new dates on request by You for any reason (for example: undesirable weather or reduced group size). Once Lake Adventures receives your request, We will reschedule your services subject to the following terms based on whether you are a client booking direct, or whether you are a travel agent or wholesaler booking on behalf of a client. This is because travel agents and wholesalers are not required to make a deposit payment for Our tours and services.

#### **5.1 Date Transfer Policy for bookings made by travel agents and wholesalers**

You may request to transfer your booking to new dates. Any transfer to new dates is subject to Our availability and You must pay a date transfer fee which will be the equivalent of 50% of the full price.

#### **5.2 Date Transfer Policy for bookings made by direct by the client**

You may request to transfer your booking to new dates. Any transfer to new dates is subject to Our availability. Your deposit can be transferred to a new date, however You must pay a date transfer fee that is the equivalent of 50% of the deposit amount.

## **6. Health and Fitness Requirements**

Mountain biking and riding cycle trails is an Adventure Activity that has certain pre-requisites, which vary according to each tour or trail, and are determined solely at the discretion of Lake Adventures. To enjoy your experience and complete it safely you need to be in good health and physical condition. You also need to have suitable fitness and riding skills for the tour or trail you are booking.

Our Booking Registration Form contains questions about Your cycling experience and fitness. These questions must be completed personally by each participant (not one per group). The group organizer or contact person (You as the client) agree that You will pass on the online link to the Booking Registration Form and advise your group members to complete the Booking Registration Form as soon as possible. You agree that You will complete all fields of Our Booking Registration Form and that You will answer honestly and accurately about your fitness and cycling experience. You as the client, group organizer, or contact person agree that you will not complete forms on behalf of your group members.

For all tours you agree by signing the Booking Registration Form, or ticking that you agree to our Term and Conditions via our online form, that you are in good health and physical condition, and that you understand the difficulty of the tour and/or trail(s) you are going to ride. It is Your responsibility to make sure You understand and accept the trail Grade and/or difficulty of the tour you are booking or trail that we are assisting you to ride. Lake Adventures accepts no responsibility if You book services for tours or trails that outside Your cycling ability level.

If you have a medical, physical or mental conditions you must disclose this to us on your Booking Registration Form. You are also obliged to inform of any medical conditions that become evident after booking but before your tour.

Your booking is not confirmed until We have received and reviewed the Booking Registration Forms from all of your group members / participants / clients. Lake Adventures reserves the right to cancel Your booking, modify any aspect of Your tour or itinerary, substitute different trails or itineraries within the tour, or delay any such aspect of the tour or services if in the absolute discretion of Lake Adventures You do not meet the health and fitness requirements for the Tour you have booked or the trail we are assisting you to ride. If Lake Adventures accepts Your booking and/or agrees that You may participate in a tour, or ride a trail with the assistance of our services, You accept and continue maintain that Lake Adventures is not in any way assuming responsibility for Your ability to complete the tour or trail, Your safety on the trail, or Your enjoyment of the trail or tour.

You as the group organizer or contact person (the person who has booked the tour or service) accept that You are responsible for the safety of all group members. You agree that you understand the fitness and skill levels of Your each group member and that You also understand the fitness and skill levels required for the tour, trail, or service that You are booking for Your group.

You agree that Lake Adventures may contact You as the client/participant by email or phone to further discuss Your fitness, health, cycling experience, and riding skills.

The above Health and Fitness topics and obligations apply to all tours, whether guided or self-guided, as well as shuttles and all other services provides by Lake Adventures.

## **7. Prices on brochures and website**

Advertised prices are based on ground costs, accommodation prices, and assumptions made at the time of printing the brochure. Lake Adventures tries its utmost not to increase prices however sometimes increases are outside its control. Lake Adventures reserves the right to amend trip prices at any time. Amendments may be necessitated for many reasons including, but not limited to, increase in accommodation costs, increases in ground services, or exchange rate fluctuations. Any increase in trip prices must be paid prior to the departure date. Note: Surcharges may apply for some trips during Easter, Christmas, New Years, and other public holidays where additional costs may be levied to meet statutory obligations.

## **8. Single supplement**

Tours are organized and priced on a twin share basis. Single supplement accommodation is available at an extra price. If You book as a single You agree that You are happy to share a room with another person of the same gender. For a guaranteed single room you must pay the advertised single supplement rate.

## **9. Travel insurance and unexpected changes to a client's travel schedule**

Full personal travel insurance including accident, illness and travel cancellation is required for all non NZ residents in Our services. If, at any stage, you experience unexpected changes to your travel schedule that affects Your tour with Us, you must discuss these matters, either with your booking agent, or contact us directly.

### **11. Force Majeure**

If Lake Adventures is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, acts of terrorism, acts or omissions of a third party or contractor, or any other cause whatsoever outside Lake Adventures reasonable control, We will be under no liability to you, and may either cancel a tour and are under no obligation to arrange and alternative tour, service or activity.

### **12. Assumption of Risk and Safety Declaration**

You acknowledge that:

- By its very nature, Our tours can be more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death.
- Operational control of the tour may be in the hands of a third party (or contractor) and that your right of action in regard to any shortcoming of that third party's performance is against the third party and not against Lake Adventures.
- The additional dangers and risks associated with Lake Adventures tour and services may include difficult and dangerous terrain, extremes of weather, including sudden and unexpected changes, remoteness from normal medical services and from communications, and evacuation may be difficult in the event of illness or injury.
- Lake Adventures reserves the right to withdraw any person from a tour or service who in our opinion is likely to endanger themselves or others. Lake Adventures also reserve the right to cancel any tour activity if we become concerned for any reason for Your safety or that of any other person on the tour and/or in the group.
- You must follow our instructions and use any safety equipment available at all times, whether the equipment is provided by Lake Adventures or Yourself.
- For the above reasons You accept the inherent and increased dangers and risks associated with the proposed trip, trail, or tour, and the accompanying risk of injury, death and/or property damage or loss.
- Some of Lake Adventures tours include non-cycling activities (for example canoeing, jet boating, water taxis, boat cruises, Heli-dropping etc) that are outsourced and/or provided by another company. Lake Adventures is not responsible for your safety during these activities. You understand that it is Your choice as to whether You participate in these activities. You agree that You will raise any concerns for safety with the company that is operating the activity. If you wish to contact the activity provider before your tour, you may ask Us for their contact details. You agree that you will not seek any form of compensation from Lake Adventures for any losses of any type that occur during any activities or services that are provided by any company that We hire or contract to provide an activity or service. You will make sure that the above is understood by all of Your group members.
- You as the group organizer or contact person are taking responsibility for the safety of your group members. You agree that You will not bring, book for, or include people in Your group who are not suitably fit or skilled for the tour, trail, or service that You are booking for Your group.

### **13. Release and Waiver of Liability**

In consideration of Lake Adventures accepting your booking and in consideration of You being permitted by Lake Adventures to join a tour or partake in services that assist you to ride a trail, to the extent permitted by law, You: Release, waive, discharge, hold harmless and agree to indemnify Lake Adventures and its directors, employees, agents, licensees, contractors, drivers, guides, and other representatives and the land management authorities in New Zealand from all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services, loss of profits, consequential, exemplary, indirect or punitive

damages or otherwise which may arise out of or occur during Your travel in connection with Our trip/tour/service or any activities conducted in conjunction there within unless caused by the willful negligence or wrongful act of Lake Adventures and its employees; and regardless of the situation of circumstances giving rise to the claim You waive any claims you have, or may at any time have, against Lake Adventures and its employees and You agree, by accepting the additional inherent dangers and risks associated with the trip/tour/service not to make any claim against or seek any compensation from Lake Adventures and its employees, staff, or contractors in respect of any personal injury, illness or death suffered by You or damage to or loss of property sustained by You as a result of your participation in the trip. To the extent permitted by law, all Our liability for damage to Your property, disruption to travel plans, or mental injury is excluded. This is subject to any rights You may have under the Consumer Guarantee Act 1993 if booking in NZ. If sections of the Act do apply, Lake Adventures liability is limited to resupplying the services or paying the costs of resupplying the services, whichever is the lesser. **WARNING:** Under New Zealand law it is extremely unlikely that you will be able to sue anyone if you are injured and/or suffer disruption in your travel arrangements. Lake Adventures holds a current public liability/indemnity insurance policy covering all trips/tours/services operated by Lake Adventures.

#### **14. Jurisdiction**

Your booking and all operations undertaken by Lake Adventures are governed by the laws of New Zealand.

#### **15. Privacy**

The information supplied by You on the booking form will only be used by Lake Adventures. However, in the unlikely event of an accident, any special medical or personal information may be supplied to medical or emergency services personnel. Tread Routes may use any photos or videos taken of you, whether individually or in a group, for marketing purposes, whether printed or online (including social media). If you wish not to have any photos or videos taken of you, and/or have them used for marketing purposes, you must make this expressly known to Lake Adventures and/or the person who is taking the photos or videos. Lake Adventures accepts no responsibility for any distribution of photos and videos taken of You by clients/participants of a tour or service, or anyone else.

#### **16. Bike Hire**

The hirer is responsible for repair or replacement costs in the case of damage or loss of bike(s). Once in your possession, the bike and associated equipment is your responsibility. We recommend locking the bike any time it is out of your sight. Lake Adventures reserves the right to contact You for reimbursement of repair or replacement costs of any bikes or associated equipment. You agree that you will pay the amount specified, without dispute, on the invoice that will be sent to you by Lake Adventures to cover repair or replacement costs on a like for like basis.

#### **17. Camping trips**

In the case of a camping trip: Lake Adventures camping equipment as well as personal baggage and belongings of the client will be left unattended at a campsite until the clients arrive at the end of their ride. By agreeing to these Terms and Conditions the client accepts this arrangement, the inherent risk of theft, and releases Lake Adventures of any responsibility for the security of the items being left at the campsite. If the client does not like the positioning of any tents or camping equipment, or feels it is unsafe, it is the responsibility of the client to move or otherwise rectify the position of tents or other equipment to a position that is agreeable to them. Lake Adventures is in no way liable for the repositioning of tents or camping equipment performed by the You as the client.

#### **19. Accommodation**

We book a variety of accommodation for our tours. You understand and agree that any matters relating to safety at the accommodation will be discussed and/or arranged between You and the accommodation provider. If you wish to contact the accommodation provider before your tour, you may ask Us for their contact details. Lake Adventures is not responsible for your safety at the accommodation. You agree that you will not seek any form of compensation from Lake Adventures for any losses of any type that occur while you are at the accommodation or using services provided by the accommodation.

Some accommodation providers may provide complimentary and/or courtesy transport services. It is Your decision to accept or deny any services offered or provided by the accommodation provider. Any complimentary and/or courtesy transport services provided by accommodation are expressly NOT part of

the tour that You booked with Us, and therefore You agree that Lake Adventures is not responsible for Your safety during the use of such services. The above said transport services may include but are not limited to: vehicle transport (on or off road), water/boat transport, cableway transport