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## Natural High Terms and Conditions of Trade (Cycle Tours)

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This agreement is between SETS Limited T/A Natural High (referred to in this agreement as “Natural High” 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 Book

1. To secure a confirmed cycle tour please complete the booking form and send it to Natural High together with a deposit of \$500.
2. Natural High will contact you within 7 days of receiving your completed booking form and deposit payment to confirm whether it accepts your booking. There is no obligation on Natural High to provide the tour sought until it has confirmed your booking. Once deposit payment has been made and booking confirmed you agree to the terms and conditions outlined in this document.

### How to Pay

3. Any prices quoted on our website are in New Zealand dollars and include Goods & Service Tax (GST). Payments may be made by Visa, Mastercard or bank transfer. Payments made by Credit Card / Debit Card will incur a transaction fee.
4. Payment in full is required not less than 60 days before the tour departure date.

### Tour Prices

5. Our tour prices are based on ground costs, fuel prices, exchange rates and assumptions made at the time of publication. Natural High endeavours to not increase prices however occasional increases are outside its control. Natural High reserves the right to amend tour prices at any time before and including the departure date. Adjustments may be necessary for many reasons including, but not limited to, increases in ground services, increased fuel costs, or exchange rate fluctuations. Any increase in tour prices must be paid prior to the departure date. Note: A small surcharge may apply for some tours during Public holidays where additional costs may be levied to meet statutory obligations. We will advise clients, prior to departure and the Public holiday surcharge is highlighted throughout the website.

### Cancellations

6. If you wish to cancel your tour please notify Natural High in writing. Natural High will advise you it has received your cancellation which will take effect subject to the following:
  - a) Cancellation made outside 60 days prior to the start of tour will forfeit 100% loss of the deposit paid.
  - b) Cancellation made between 60 days and 30 days prior to the start of the tour will forfeit 50% of the full tour cost.
  - c) Cancellations made less than 30 days prior to the start of the tour will forfeit 100% of the full tour cost.
7. Natural High may agree to you transferring the amount paid to another tour commencing within 12 months if notified more than 60 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

8. Natural High 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 Natural High. 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.

### Acknowledgement of Risk and Release from Liability

9. You acknowledge:
  - a) By its very nature of adventure travel 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, and:
  - b) The additional dangers and risks associated with adventure travel may include difficult and dangerous terrain, extremes of weather, including sudden and unexpected changes, remoteness from normal medical services and from communications and evacuation difficulties in the event of illness or injury, and:
  - c) We reserve the right to withdraw any person who in our opinion is likely to endanger themselves or others. We also reserve the right to cancel any activity if we become concerned for any reason for your safety or that of any other person, and:
  - d) Operational control of the tour may be in the hands of a third party 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 Natural High, and:
  - e) You must follow our instructions and use any safety equipment provided at all times.



For the above reasons you accept the inherent and increased dangers and risks associated with the proposed adventure and the accompanying risk of injury, death or property damage or loss.

10. You hereby, and to the maximum extent permitted by law release, discharge and indemnify Natural High and its officers, employees, agents and licensees from all legal liability from any and all claims whatsoever including for bodily injury, property damage, wrongful death any consequential loss or punitive damages, or otherwise which may rise out of you entering into this agreement, unless any such losses are caused by the wilful and gross negligence or criminal responsibility of Natural High and its employees.
11. This indemnity and release is subject to any rights you may have under the Consumers Guarantees Act 1993 of booking in New Zealand.
12. You agree that the laws of New Zealand will apply to this agreement.
13. You agree that this release applies to you, any family members, your legal assigns and your administrators and executors.
14. You confirm you are 18 years of age or older. You have fully read and understood these terms and conditions before signing them.

### **Force Majeure**

15. If Natural High 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 any other cause whatsoever outside Natural High's reasonable control, Natural High will be under no liability to you and may, at its option, by written notice, either cancel the tour or arrange alternative tour arrangements.

### **Route Changes**

16. Natural High reserves the right to: Cancel or modify any routes with the tour or objectives set out in the itinerary. Change the date of departure or conclusion of the tour, or, modify any aspect of the tour. Substitute different or equivalent routes within the tour in place of cancelled or modified routes. Postpone, cancel or delay any such aspect of the tour if in the absolute discretion of Natural High, it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions which may affect the safety of participants and guides of the group.

### **Health and Fitness Requirements**

17. 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 and preparation recommendations before departure. 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 and returned to us at the time of making your booking.

### **Privacy**

18. The information supplied by you on the tour registration form will only be used by Natural High. 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**

19. You hereby acknowledge that you have received advice from us and discussed with us the following:
  - a) 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.
  - b) Natural High recommends that you obtain Natural High Optional bike insurance to protect against the risk of loss or damage to the bicycle during the tour.
  - c) It is compulsory to wear a helmet when cycling in New Zealand by law.
  - d) 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.