

Moderate fitness Medium fitness High fitness level

Numbers in brackets depicts wineries and activities location on maps. *Seasonal opening hours # Not always open

TERMS & CONDITIONS:

Day bike hire and Self-Guided Cycle Holiday:

BAT: for the purposes of these conditions of sale, Bike About Tours shall hereinafter be referred to as '**BAT**'

All accommodation: relates to Greenmeadows on Gloucester shall hereinafter be referred to as '**GOG**' and other accommodation houses we will be using for the Cycle Trail & Accommodation Packages.

The laws of New Zealand shall govern these conditions and any contract formed subsequent to the signing of these conditions, unless a contrary intention is expressed therein.

All Accommodation Group size: Will do our utmost to have you all booked at the same accommodation property, but cannot always guarantee this.

All Accommodation Houses: We welcome your arrival time by prior arrangement; check-out is by 10.00am on the day of departure or by prior arrangement. We will endeavor to accommodate late check-out requests wherever possible.

All Accommodation Houses – Damage: Any extra cleaning, repairs or replacements required restoring Apartment and/or Studio rooms with ensembles or property to its normal condition will be charged to the guest responsible, plus a charge for any resultant loss of income if applicable.

All Accommodation – smoking: All have a non-smoking policy indoors. Please ask to be guided to designated outdoor smoking area and ash tray. If you do smoke indoors then you will be charged appropriate cleaning and loss of income charges.

A health issue: We request guests sleep between the sheets, not between the duvets which I understand is the accustom in some countries

All Accommodation - Visitors: Guest's visitors are welcome – but we do not allow large, noisy gatherings or parties on site. Guest's visitors must leave the premises quietly before 10.00pm.

All Accommodation - Pets: With the exception of guide dogs, we do not allow pets in our suites.

All Accommodation - Loss of Money/Vehicles: Assumes no responsibility for loss of money/vehicles within the boundary of the property.

Children: All children who must be accompanied by a guardian, if a group of children there must be a reasonable ratio of guardians accompanying them.

Pricing: All prices are in New Zealand dollars; they include the GST rate of 15% (Goods and service Tax) as set down by the New Zealand Government. All prices are correct at the time of printing; BAT prices are subject to change until paid in full. BAT reserves the right to alter hirage rates at any time,

Payment: At time of booking (holiday packages) a deposit of **\$100 per adult** and **\$50 per child** is to be paid. The remaining balance of your holiday package is to be paid **IN FULL – Two weeks** prior to your arrival date. Any bookings made inside 14 days, full payment of the total Tour Package price is to be paid at the time of booking. Failure to pay on the due date may result in cancellation of your Tour Package.

The deposit: for your booking is a contract between our two parties: You the Bike hirer of the Holiday Tour Package agrees to all booking Terms and Conditions and standard term of trade and Bike About Tours/Greenmeadows on Gloucester agrees to provide the '**accommodation and services**' described and agreed. Also you accept any risk associated with your '**Soft Adventure Cycle Tour**' including the risk of accident or injury.

Payment method options: Our preference is that you pay directly into our bank account – we will give you the details at time of booking or you can post a cheque made out to Bike About Tours Ltd – P O Box 5115, Greenmeadows Napier. Or book and pay over the phone by Visa or Mastercard – additional 3% is charge to cover credit card fees.



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Amendments: Within reason I can amend your booking after confirmation, after full payment any amendments will incur a fee of \$50 per person.

Self Guided holiday - Cancellation Policy:

50 to 29 days prior to your Tour date	Deposit less administration fee of \$40 will be refunded.
Prior to four weeks of your Tour date:	50% of the deposit is refunded
21 day prior to your Tour date:	50% of the Tour Package is refunded.
14 days prior to your Tour date:	No refund – 100% of your tour cost is lost.
If your tour is cancelled by Bike About Tours:	Full refund.

Refund: Refunds cannot be made for unused tour portions

Insurance: I recommend 'Cancellation and 'Soft Adventure' insurance to protect you against any unknowns that may take place prior to your tour date. I have had dealing with the following insurance company in the past and recommend them: Mike Henry Insurance NZ - Level 1/1 Nelson Street Auckland 1010. Phone 09 374 0610

Bike About Tours: bikes in our fleet **are not permitted on Te Mata Peak Reserve and roadway, or any other off road tracks.**

Hen/Stage parties: Please be aware some wineries do not welcome fancy dress, and may refuse entry.

Bike Hire Terms & Conditions: The organizer of a Cycle Holiday Adventure with Bike About Tours are required to read and sign the '[CycleHolidayTerms&Conditions](#)' form – the rest of the party are to sign and read [BAT Terms & Conditions](#) on day first day of bike hire.

The customer shall be responsible to arrange inspection of any and all equipment supplied to them by BAT prior to commencement of usage. The customer hereby warrants that any and all equipment so inspected by them was fit for the purpose for which it was supplied at the time of commencement of hire. The customer, their executors, trustees etc. shall and do hereby indemnify BATL for and all loss, damage or injury to person or property arising from, or as a result of the customers failure to ensure suitability and/or safety for the purpose of this clause.

At the conclusion of the hire period (on or before 5.30pm or Oct to March Twilight trial 7.30pm) upon the date of hire specified herein, or as otherwise specified or agreed as between the parties hereto) the Customer shall and does hereby agree to return any and all such equipment to BAT at 47 Gloucester Street Greenmeadows - Napier

First Aid and Puncture Repair Kit: The customer shall report to BAT use of First Aid and/or puncture repair kits to enable them to be replenish.

The Customer shall be responsible for any and all damage, loss or destruction of BAT's property, equipment or assets, occasioned by them, or at such time as the said property, equipment or assets is in their care, power possession or control, and shall and does hereby agree to indemnify BAT in like terms.

Bike & Equipment Bond - Day bike hire \$50 - Cycle holidays \$100.00 per person will be held on file for the duration of your cycle tour: To be paid prior to hire, bond by way of imprint on credit card, to be returned to the hirer on return of bike & equipment provided they are in the same condition when taken. Any intentional damage or lost equipment will be deducted from this bond

The Customer shall be responsible to and shall ensure that the BAT bike & helmet supplied for their use, is at all times when not in use by the customer, is securely fixed to a Bike stand, by way of key lock provided by BAT or otherwise secured. In particular the Customer shall ensure that the bike is secured to the bike stands provided by BAT at each of the wineries/activities the Customer attends on their tour. Under no circumstances shall the Customer leave the bike unlocked when unattended. Please ensure you secure your bike in overnight storage provided by the accommodation provider and it is locked. Please do not take bikes into accommodation rooms.

The Customer is, and shall be responsible for their own safety while undertaking any cycle trail, service or activity supplied by BAT. **The Customer** warrants that they will not, at any time while intoxicated, or unable to safely operate a bike. In the event that I am unable to safely operate a bike, I will phone BAT base and ask to be collected by vehicle. If I run out of pedal power I will phone BAT and ask to be collected by vehicle.



Phone (06) 845 4836 Fax (06) 845 4837 Mobile 027 232 4355
P O Box 5115 or 47 Gloucester Street, Greenmeadows, Napier New Zealand.
Web: www.bikeabouttours.co.nz Email: info@bikeabouttours.co.nz
Web: www.greenmeadowsongloucester.co.nz Email: leedes@xtra.co.nz

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The customer shall at all times ensure that they adhere to any and all extant road safety/traffic legislation, and in particular shall abide by all **New Zealand Road Safety Rules**. Note: wearing of Helmets is compulsory in New Zealand. When riding your bike use of cell phone and texting is against the law in New Zealand

The customer shall ensure that they: When cycling country and busy road, ride in single file, keeping to the left hand side of the road, Bikers must wear a safety helmet- also recommend a high visibility vest be worn (not compulsory) when riding BAT bike. Only change gears on BAT bike when turning the pedals. Use a wide verge or gateway or footpath when wanting to stop and chat. Undertake extreme care when crossing busy roads, the Express Way and bridges. Please be aware the left brake lever operates the rear brake and right lever operates the front brake. This is the opposite, for example of the USA

Bike About Tours (BAT) shall not be responsible for any and all loss, damage, injury, disability or any other such harm as may arise from the Customer's use of the BAT service, or may otherwise occur during the Customer's Tour, irrespective of whether same shall result in injury, death, fiscal loss or any other such damage which may arise whilst on tour or when utilizing any service provided by a BATL agent. BATL shall not be held responsible for any loss, injury or damage resulting from any activities beyond its control.

No dispute between the parties shall be subject to arbitration but shall be subject to New Zealand law and tried in a court in New Zealand. Prior to litigation BATL may appoint a mediator if it considers settlement by good faith negotiation is possible.

Signed by biker hirer.....

Date

Signed by Bike About Tours

Date.....

Safe travels and blessing

Jennifer Leedes



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