

TERMS, CONDITIONS AND LIABILITY

1. BOOKING, CHANGES & CANCELLATION

We distinguish between pure rental bookings and more complex tour bookings, involving services like accommodation or shuttle.

Tour bookings:

To secure your self-guided or guided tour booking, the full travel price per person has to be paid straight after you made the reservation. However, the payment is fully refundable until 4 weeks before the booked activity. Between 4 and 1 week before the activity, refund will be 80%. No refund will be given if you cancel within 48 hours before the activity. Refund between 48 hours and one week before the activity depends on our own liabilities towards other business partners.

Pure rental bookings (see also §7):

For groups of four or more people, bookings have to be paid in advance and the T&C are the same as for tour bookings. For single persons or smaller groups rentals can be paid on the day of the activity.

We reserve the right to make minor modifications and amendments (e.g. place of accommodation, bike type) as long as these changes are of same or similar value respectively standard or otherwise of minor impact.

2. ACT OF GOD

In case an "Act of God" affects or completely rules out the current exercising of our contractual obligations or its future exertion we deeply regret to disclaim any liability and cannot offer any reimbursement. This includes all incidents, which we as the provider of the service agreed upon under no circumstances could have anticipated, forecasted or avoided, e.g. impending war, political unrest, natural or nuclear disasters, economical collapse, terrorism, adverse weather conditions, fire and all similar occasions!

3. YOUR RESPONSIBILITY

All travellers are obliged to organize for proper travel insurance latest by the time of their deposit payment for the trip. The insurance must cover all medical expenses as well as costs for medical evacuation. Clients have to have a passport, valid for at least another 6 month as well as all relevant papers for the trip (e.g. valid visa). We as the provider disclaim any liability for problems occurring from neglecting these specifications.

The client is responsible for all costs incurred by this negligence.

4. IF PROBLEMS OCCUR

If there is anything you are not happy with during your travel, you have to relate your problem immediately and direct to one of our representatives of our company, so we have a chance to rectify the problem soonest. If it is not possible to solve the problem straight away, please send an email with all the relevant details to "JollyBikes Ltd" within 14 days after the trip.

5. BEHAVIOUR

It is to our discretion to bar a client from the travel without prior notice, if to our understanding his behaviour will create stress, nuisance, harm or danger for the other travelers, staff, property, third parties, the animals or for himself. If a client cannot continue with his travel, because the person in charge decided, he is not in the condition to travel on or will most probably bother the other travelers or upset the course of the tour, our tour commitment ends at this point with regards to our obligation to the client. In this case the client has no entitlement to any reimbursement, compensation or other kinds of cost recovery.

6. SPECIAL REQUIREMENTS

If you have special requests (e.g. vegetarian meals, allergies) this has to be notified in your booking request. We will do our best to meet your needs, but will not be able to give any guaranties.

7. GENERAL BIKE RENTAL TERMS

We rent out to persons from 18 years or older, when we feel confident that the persons are able to understand and manage the bike well and ride responsibly. We might also rent out to younger persons from 13 – 17 years if they are accompanied by an adult 21 years or older who accepts responsibility for the younger rider. A cycle lock and a helmet will be provided to you, which is included in the rental price. Other gear is available at an additional charge, to the same conditions as the bikes themselves.

a. PAYMENT

Rental will only be accepted after completed payment. This can be by either cash or online transaction via Credit- Debit- or EFTPOS card, or through a third party like a booking service. A deposit might be requested. When picking up the bikes, a form of photo identification is required. You give JollyBikes the right to take a photo of your ID card until the completion of the rental and the satisfactory return of the cycle and other equipment. The parents of children aged less than 18 years of age are responsible for ensuring this to happen.

b. REFUNDS

No refunds will be made for early returns, late pickups, no-shows or changing your mind on the day of pickup.

c. RETURN

The cycle and equipment must be returned by the time agreed with JollyBikes Ltd. Late returns will be charged at the standard daily rate until returned unless prior arrangements have been made.

BICYCLE TOUR BOOKING



You must notify JollyBikes if you wish to extend the rental period. Please bear in mind that other people may be waiting to use the cycle you are riding.

d. YOUR OBLIGATIONS

Once in your possession, you are responsible for the cycle and equipment. You must lock the cycle every time it is out of your sight.

You are responsible and liable for the repair or replacement costs of the cycle and equipment that is not the result of fair wear and tear.

You must obey New Zealand's road rules. It is compulsory to wear a helmet when cycling and remember to keep to the hard left side of the road.

You must not sell, rent out or otherwise part with the cycle and equipment. The cycle and equipment rented under this rental agreement remain the sole property of JollyBikes.

You acknowledge that you are physically fit enough and that there is no health or other reason why you should not use the cycle.

You acknowledge that you are 18 years of age or older and that you have fully read and understood all the terms and conditions of this rental agreement before signing it.

e. JOLLYBIKES' RIGHTS AND OBLIGATIONS

JollyBikes reserves the right to reclaim monies from you for any damage or losses beyond the cost of the rental. By signing this agreement you consent to JollyBikes charging any losses or damage in cash and/or to seek recovery of such losses or costs by other legal means if the cost is not yet to be determined at the time of return. JollyBikes thoroughly checks and maintains all cycles. JollyBikes will repair your cycle or if available provide you with another cycle, if you have any problems with your cycle that is caused by fair wear and tear and not your negligence. JollyBikes reserves the right to immediately terminate a rental if you do not comply with this rental agreement. JollyBikes reserves the right to charge your credit card if the bike has been significantly damaged, outside of normal wear and tear.

f. LIABILITIES AND RISKS

You acknowledge that using the cycle involves certain inherent risks to you, other persons and property. The risks include but are not limited to inclement weather, rough conditions, navigational difficulties, collisions, and accidents. You acknowledge that you understand these risks and that you accept sole responsibility for your and other people's safety and property while using the cycle.

You will be personal liable for any prosecution or insurance claim arising from your use of the cycle and acknowledge you will not make a claim against JollyBikes, its employees or agents for any reason. You indemnify JollyBikes against all claims, damages or losses including costs of enforcing this agreement. This indemnity and agreement is binding on your family, heirs, legal assigns, administrators and executors.