

DirtCraft Coaching Terms & Conditions

2026/2027 Season

1 Agreement to terms

By registering for any DirtCraft programme, you confirm that you have read, understood, and agreed to these Terms & Conditions (“Terms”). These Terms apply to all riders, guardians, and anyone acting on behalf of a rider.

2 Definitions & Locations

2.1 Definitions

“**Programme**” means any term programme that DirtCraft delivers throughout a period of up to 6 months. This includes but is not limited to DirtSkill, AIMSFit, Grom Series, Trail Rose and Adult Skills. See Section 29 onwards for more details specifically about these programmes.

“**Session**” is referring to a singular session that makes up one delivery slot of a programme. See Section 29 onwards for more details specifically about these programmes.

“**Service**” is any standalone opportunity that DirtCraft delivers. This includes but is not limited to a Camp, Holiday Programme, Adventure Trip or Private Session. See Section 35 onwards for more details specifically about services.

“**Private Coaching**” is any standalone or group of sessions that are custom built for the needs of the rider(s). It includes 1:1 or group sessions. See Section 40 onwards for more details specifically about services.

2.2 Locations

Section 3 to section 28 covers all coaching.

Section 29 to 34 covers Term Programmes specifically.

Section 35 to 39 covers standalone sessions.

Section 40 covers private sessions.

3. Final Authority

3.1 Operational Decision-Making

The DirtCraft Session Leader has final authority over all operational, safety, and participation decisions during any programme or session.

4. Acceptance of Terms

By registering with DirtCraft, you confirm that:

- You have read and understood these Terms and Conditions.
- You agree to follow all safety instructions issued by DirtCraft staff and volunteers.
- You accept the inherent risks associated with mountain biking.

5. Copyright Conditions

5.1 Use of Coaching Materials

DirtCraft coaching techniques, session plans, skill progressions, and training methods may not be copied, reproduced, or used to coach others without prior written permission from DirtCraft Ltd.

5.2 Restrictions on Instruction Outside DirtCraft

DirtCraft materials may not be used to deliver coaching, training, or instruction outside of official DirtCraft programmes.

5.3 Prohibited Use of DirtCraft Methods

Any coaching or instructional material delivered by, or derived from, DirtCraft methods, materials, or intellectual property must not be used to teach, instruct, or facilitate learning for any person outside DirtCraft sessions or programmes.

5.4 Derivative Coaching

Derivative coaching, including modified or adapted versions of DirtCraft methods, is strictly prohibited unless expressly authorised in writing.

6. Right to Decline or Revoke Registration

6.1 Discretion to Decline

DirtCraft may decline any registration at its sole discretion.

6.2 Revocation of Registration

DirtCraft may revoke a rider's registration if safety, behavioural, or eligibility concerns arise.

6.3 Immediate Pickup Requirement

If registration is revoked during a programme or session, a parent or guardian may be required to collect the rider immediately.

7. Medical Care

7.1 Emergency Assistance

Riders consent to DirtCraft staff, volunteers, or contracted medical providers administering reasonable medical assistance in an emergency, including arranging transport to medical care where necessary.

8. Credits

8.1 Non-Refundable

Credits issued by DirtCraft are non-refundable under all circumstances.

8.2 Future Use

Credits remain on the rider's account for future use toward eligible DirtCraft programmes or sessions. Credits are valid for up to 24 months from when they are issued.

8.3 Transferability

Credits are non-transferable unless DirtCraft has expressly approved the transfer in writing.

9. Staying Updated

Programme details may change due to weather, safety, operational needs, or other factors. Updates will be communicated through the relevant DirtCraft communication channels. It is your responsibility to stay informed.

10. Age, Eligibility & Conduct

- Riders must meet the age and eligibility requirements for the programme.
- Riders and supporters must behave respectfully and safely.

- DirtCraft maintains a zero-tolerance policy for harassment, abuse, discrimination, alcohol, and drugs. In all cases, riders, guardians, staff, and volunteers must remain in a fit state to participate safely and must not be under the influence while riding or supervising riders.
- DirtCraft may remove any rider or guardian whose behaviour puts themselves or others at risk.

11. Rider Responsibilities and Acceptance of Risk

11.1 Inherent Risks of Mountain Biking

Mountain biking involves inherent and unavoidable risks, including serious injury or death. By participating in any DirtCraft programme, riders and guardians acknowledge these risks and accept responsibility for riding within their personal ability. This aligns with the regulatory requirement that adventure activities may “*deliberately expose the participant to a serious risk... that must be managed by the provider*” (Reg 4(1)(a)(v)).

11.2 Rider and Parent/Guardian Obligations

All riders and parents/guardians agree to:

- Read and understand all DirtCraft email communications.
- Ride within their ability and communicate concerns.
- Follow all instructions from DirtCraft staff and volunteers.
- Use appropriate, well-maintained equipment.
- Bring sufficient food, water, and clothing for the full session.
- Notify DirtCraft of any relevant medical conditions, allergies, or injuries.

12. Equipment Requirements

12.1 Bike Standards

- Bikes must be safe, well maintained, and suitable for the session terrain and conditions.
- DirtCraft may refuse participation if a bike is unsafe or unsuitable.

12.2 Helmet Standards

- Helmets must meet NZ safety standards and show no signs of damage.
- A compliant, undamaged helmet is mandatory for all sessions.

12.3 E-Bike Use

- E-bikes may only be used with prior approval from DirtCraft. Approval may be declined based on safety, terrain, or group suitability.

13. Mandatory Equipment

13.1 Required for All Sessions

Riders must arrive with a safe, fully serviceable bike and the following mandatory equipment:

- A compliant, undamaged helmet
- Riding top and shorts/pants
- Covered shoes with secure laces

13.2 Additional Equipment (Session or Weather Dependent)

DirtCraft may require additional items depending on conditions or session type, including:

- Knee and elbow pads
- Front and rear lights
- Wind or rain jacket
- Base layers
- A small backpack for personal items

DirtCraft may refuse participation if equipment is unsafe, incomplete, or unsuitable.

14. Hazards and Risk Disclosure

In accordance with Regulation 8A, DirtCraft communicates the following serious risks that riders may be exposed to during mountain biking activities.

14.1 Common Hazards

Hazards include, but are not limited to:

- Cliffs, banks, and exposure to heights
- High-speed riding and loss of control
- Jumps, drops, and technical features
- Falling debris, treefall, and wind-related hazards
- Slippery, loose, or unstable surfaces
- Water crossings or water-adjacent hazards
- Interaction with other riders, pedestrians, machinery, or vehicles
- Uneven terrain and variable trail conditions

- Fire risk in forest environments

14.2 Rider Acknowledgement

By participating, riders acknowledge these risks and accept responsibility for riding within their ability and following all instructions.

15. Coaching, Instruction, and Progression

15.1 Coach Competency

DirtCraft will provide a suitably experienced and competent coach to lead each group, consistent with the Health and Safety at Work Act 2015 and the Adventure Activities Regulations.

15.2 Rider Autonomy and Choice

- Riders will never be pressured to attempt a feature, skill, or obstacle they are not comfortable with.
- Riders may withdraw from any feature or commitment at any time, provided it is safe to do so.

15.3 Progression and Risk Management

- Coaches will encourage appropriate progression and healthy risk-taking based on individual ability and judgement.
- Overconfident riders may be restricted from attempting features deemed unsafe or unsuitable for their current skill level.

15.4 No Guarantee of Safety

DirtCraft implements systems, processes, and risk-management procedures to create the safest reasonably practicable environment; however, accidents may still occur due to the inherent nature of mountain biking.

16. Liability and Responsibility

16.1 Rider Negligence

DirtCraft accepts no liability for injury, illness, or negative impacts on wellbeing where the rider has been negligent, failed to follow instructions, or acted outside safe practice.

16.2 Provider Responsibility

DirtCraft accepts responsibility for managing health and safety at its programmes; however, no claim for costs, damages, or litigation may be filed against DirtCraft or any partnering organisation, including contractors, volunteers, employees, landowners, trail builders, hosting clubs, sponsors, their agents, representatives, or families, except where prohibited by law.

17. Medical Information and Health Requirements

17.1 Disclosure Obligations

Riders must notify DirtCraft of any medical conditions, allergies, illnesses, or injuries that may affect participation—either at registration or as circumstances change.

17.2 Fitness to Participate

DirtCraft may restrict participation if a rider is deemed unfit to safely undertake the activity.

18. Conduct, Behaviour, and Supervision

18.1 Direction and Cooperation

Riders must cooperate with and remain under the direction of the DirtCraft coach or programme leader at all times, including informing staff of their whereabouts when required.

18.2 Behaviour Expectations

Riders must respect the rights, dignity, and worth of all participants regardless of gender, ability, cultural background, or religion.

18.3 Disciplinary Action

DirtCraft may apply disciplinary action for breaches of conduct or misbehaviour, including:

- Being sent home at the rider's or guardian's expense
- Removal of privileges or participation opportunities

18.4 Unsupervised Periods

Some circumstances may require riders to be unsupervised individually or in groups. Riders must conduct themselves with maturity and follow prior instructions. DirtCraft ensures any unsupervised periods are consistent with its risk-management procedures.

19. Damage to Property

19.1 DirtCraft Property

Riders accept responsibility for any damage they cause to DirtCraft property, equipment, facilities, or vehicles, whether accidental or intentional. DirtCraft may charge the full cost of repair or replacement.

19.2 Third-Party Property

Riders also accept responsibility for damage caused to another person's property, including the personal property of coaches, staff, volunteers, or other riders.

20. Prohibited Substances

Riders must not consume or be under the influence of cigarettes, e-cigarettes, alcohol, recreational drugs, or performance-enhancing substances while participating. This supports DirtCraft's obligation to ensure participants are in a fit state to safely undertake the activity, consistent with safety audit standards requiring management of drug and alcohol risks (Reg 19(4)).

21. Attendance, Communication, and Transport

21.1 Attendance Notifications

Riders who are not attending or will be late must notify the relevant DirtCraft contact at least ten (10) minutes prior to the session via text message.

21.2 Transport and Licensing

Riders driving themselves must hold a restricted or full licence and may not carry passengers unless permitted by DirtCraft and/or their guardian, and only where legally allowed.

21.3 Bike Security

Riders are solely responsible for the maintenance and security of their bike while attending any programme or session.

22. Media, Photos, and Video

Riders and guardians' consent to photo and video content being recorded for learning and promotional purposes. If a rider does not wish to be photographed or recorded, DirtCraft must be notified immediately.

23. Safety Compliance and Exclusion

23.1 Following Instructions

Riders must follow all instructions from DirtCraft staff and volunteers. DirtCraft accepts no liability for injury, loss, or damage where instructions are not followed.

23.2 Exclusion for Safety Reasons

DirtCraft may exclude any rider whose behaviour, equipment, or decisions compromise safety.

24. Registration, Privacy & Media

24.1 Registration Information, Data Sharing

By registering for a DirtCraft Session, you agree that the registration information you provide may be shared with the **hosting club, landowner**, for operational purposes only. This may include:

- verifying membership status
- confirming eligibility
- recording attendance numbers
- meeting land access or reporting requirements
- fulfilling safety, compliance, or sanctioning obligations

DirtCraft will only share the minimum information required for these purposes and will do so **in accordance with the New Zealand Privacy Act 2020**. Your information will **not** be sold, used for unrelated marketing, or shared with any other third party without your consent unless required by law.

25.2 Media Use

By registering, you consent to:

- DirtCraft collecting and using your personal information for session delivery
- In some circumstances your name, age category, and results being published
- Session photographers capturing images of you
- DirtCraft using your image, voice, or name for session-related media and promotions

DirtCraft complies with the **Privacy Act 2020**. Our Privacy Policy explains how your data is stored and used.

26. Website and Online Content Disclaimer

26.1 General Information Only

All information provided on the DirtCraft website, registration pages, or communication platforms is for general guidance only. Content is not intended to replace professional advice or individual judgement.

26.2 Changes to Content

Website and platform content may change at any time without notice due to operational, environmental, or programme-related factors.

26.3 Accuracy and Suitability

DirtCraft does not guarantee the accuracy, completeness, or suitability of any information, resources, or materials published online. Riders and guardians acknowledge that use of DirtCraft information is entirely at their own risk, whether used during or outside a session.

26.4 No Liability for User Outcomes

DirtCraft is not liable if any product, service, recommendation, or resource referenced on its website or communication platforms does not meet a rider's specific requirements or expectations.

26.5 External Website Links Disclaimer

26.5.1 Third-Party Links

DirtCraft may provide links to external websites for convenience or additional information. These links do not constitute endorsement, approval, or recommendation of the linked site, organisation, or content.

26.5.2 Responsibility for External Content

DirtCraft is not responsible for the accuracy, security, reliability, or content of any linked website. Users access external sites at their own risk.

26.5.3 Governing Law

Any dispute arising from the use of linked websites or third-party content is governed by the laws of New Zealand.

27. Copyright and Trademark Notices

27.1 Ownership of Intellectual Property

All DirtCraft materials, branding, documents, coaching methods, training systems, and resources are protected by copyright and remain the exclusive property of DirtCraft Ltd.

27.2 Restrictions on Use

Reproduction, distribution, modification, or adaptation of any DirtCraft material is strictly prohibited unless express written permission has been granted by DirtCraft Ltd.

27.3 Third-Party Trademarks

Any third-party trademarks referenced by DirtCraft are acknowledged as the property of their respective owners. Their inclusion does not imply endorsement or affiliation.

27.4 Enforcement and Liability

Unauthorised use of DirtCraft intellectual property may result in civil action and, where applicable, criminal liability.

28. Food and Water Requirements

28.1 Rider Preparedness

Riders must bring sufficient food and water for the full duration of the session unless DirtCraft has explicitly stated otherwise.

28.2 Participation Limitations

If a rider arrives without adequate food or water, DirtCraft may limit or restrict their participation for safety reasons.

29. Payment Obligations for Term Programmes

29.1 Payment Requirements

- All term fees must be paid in full no later than seven (7) days prior to the Term Start Date.
- Payment may be made via bank transfer or Stripe. Stripe processing fees are non-refundable.
- Any outstanding balance one (1) month after the Payment Due Date will incur a late fee of twenty-five dollars (\$25). Additional late fees of twenty-five

dollars (\$25) will be applied monthly thereafter, capped at the value of the original term fee.

- Accounts deemed bad debt will result in suspension from all DirtCraft activities until the balance is paid in full.

29.2 Rider-Initiated Cancellation

29.2.1 No Refunds for Voluntary Withdrawal

Cancellation by a rider does not constitute grounds for a refund.

29.2.2 Valid Medical Reason

A medical certificate must be provided within fourteen (14) days of the first missed session. Where a valid medical certificate is supplied:

- The rider will be charged an attendance fee for sessions attended, plus a \$25 administrative fee.
- The remaining balance will be credited to the rider's account. Failure to provide a medical certificate within the required timeframe results in the full term fee being payable.

29.2.3 No Valid Reason

- No refund or credit will be issued.
- Riders with unpaid fees will be prohibited from future participation until all outstanding amounts, plus 1% per month, are paid.

29.2.4 Cancellation Between Registration Opening and Payment Due Date

- A \$25 administrative fee will be retained.
- The remaining balance will be credited to the rider's account.

29.2.3 DirtCraft-Initiated Cancellation

- DirtCraft may cancel sessions or full terms due to force majeure, insufficient registrations, or coach/staff availability or health.
- Credits will be applied for cancelled sessions. Stripe fees are non-refundable.

29.2.4 Incomplete Term Delivery

If DirtCraft is unable to deliver the full term, a credit will be issued for undelivered sessions based on the per-session rate.

30. Payment Plans

30.1 Eligibility and Approval

Payment plans may be approved at DirtCraft's discretion, provided communication occurs.

30.2 Completion Requirements

All payment plans must be fully completed before 70% of the term has elapsed.

31. Session Postponement

31.1 General Principle

DirtCraft Term Programmes operate with an *optimal-conditions mindset* to ensure high-quality coaching, rider safety, and effective skill development. Due to New Zealand's variable climate and environmental conditions, postponements are a normal and expected part of programme delivery.

31.2 Weather-Related Postponements

Sessions may be postponed when conditions are unsafe or unsuitable for coaching, including but not limited to:

- high winds
- heavy rain
- thunderstorms
- landslide or slip risk
- saturated trails
- any combination of adverse weather conditions

These decisions are made in accordance with DirtCraft's **Weather Monitoring Plan & Trail Monitoring Framework**.

31.3 Coach Availability & Operational Postponements

Postponements may also occur due to:

- coach illness
- unforeseen coach unavailability
- coach racing commitments
- operational or safety considerations

DirtCraft builds flexibility into Term Programmes to accommodate these circumstances.

31.4 Programme Structure & Delivery Expectation

Term Programmes are structured with built-in contingency weeks. For example, DirtCraft may deliver **6 sessions within a 10-week term**, allowing for weather-related or operational postponements without extending the programme beyond its scheduled term.

31.5 Pre-Planned Non-Delivery Dates

Where sessions cannot occur due to known factors (e.g., public holidays, coach race schedules, venue closures), these will be communicated **after registration and prior to the first session** of the term.

31.6 Dynamic Postponement Communication

If a session must be postponed due to weather, safety, or coach availability:

- DirtCraft will communicate postponements **dynamically**,
- Notification will be sent via email,
- DirtCraft aims to provide at least **1.5 hours' notice** prior to the scheduled session start time.

31.7 Normal Occurrence

Weather-related and operational postponements are a **common and expected part of Term Programme delivery**. Postponements do not constitute cancellation, do not trigger refunds/credits, and do not reduce the total number of sessions DirtCraft is obligated to deliver within the term structure.

32. Session Modifications

DirtCraft may take any of the following actions dynamically throughout the session to protect rider safety, trail integrity or accessibility on heavy traffic days:

- shorten the session
- run overtime
- reroute trail selection
- delay start time
- pause the session
- close affected areas
- postpone the session

A modified session is still considered a delivered session. **No refunds will be issued for partial modifications.**

33. Full Term Cancellation Due to Force Majeure

33.1 Definition

A Force Majeure event includes, but is not limited to: extreme weather, natural disaster, public health orders, venue or landowner withdrawal, council restrictions, or any circumstance that makes the programme unsafe or impossible to deliver at the scheduled venue.

33.2 Force Majeure Prior to Programme Commencement

If a significant Force Majeure event occurs **before the term begins** and the programme cannot proceed at the scheduled venue:

- DirtCraft will first attempt to source an appropriate alternative venue.
- If no suitable venue can be secured, DirtCraft will issue a **credit equal to the full registration amount**, minus any third-party transaction fees (e.g., Stripe fees).

If an alternative venue **is** secured, riders may choose:

1. **Transfer** their registration to the programme delivered at the new venue; or
2. Receive a **50% credit** applied to their DirtCraft account.

33.3 Force Majeure During the Programme Term

If a significant Force Majeure event occurs **after the term has commenced** and the programme cannot continue at the scheduled venue:

- DirtCraft will make reasonable efforts to relocate the remaining sessions to an appropriate alternative venue; or
- If relocation is not possible, DirtCraft may cancel the remainder of the term.

If an alternative venue **is** secured, riders may choose:

1. **Transfer** to the relocated programme for the remaining sessions
 - DirtCraft will provide multiple attendance options
 - Session allocation will operate on a **first-in, first-served** basis for existing registrants
2. Decline to attend the relocated programme
 - No credit or refund will be provided

33.4 No Alternative Venue Available

If DirtCraft cannot secure an alternative venue, riders will receive a **proportionate credit**, calculated as:

$$\text{Credit} = \left(\frac{\text{Programme Cost}}{\text{Total Sessions Promised}} \right) \times \text{Sessions Not Delivered}$$

33.5 Contractual Clarification

For clarity, cancellation for any reason does **not** constitute “frustration of contract” under the **Contract and Commercial Law Act 2017**. The credit and transfer rules in this section apply instead and are the sole remedies available.

34. DirtCraft-Led Cancellation

34.1 Definition

A DirtCraft-Led Cancellation occurs when a session or programme is cancelled due to an internal DirtCraft operational decision, rather than weather, venue unavailability, force majeure, or external factors.

34.2 Circumstances Constituting a DirtCraft-Led Cancellation

DirtCraft-Led Cancellations include, but are not limited to:

- coach illness or unavailability
- insufficient registrations to safely or effectively run the programme
- internal operational or staffing constraints
- financial or logistical reasons determined by DirtCraft

34.3 Registrant Entitlement

If a session or programme is cancelled due to a DirtCraft-Led Cancellation:

- All affected registrants are entitled to a **full refund** of the registration fee for the cancelled session or programme.
- Refunds will be processed to the original payment method unless otherwise agreed.

34.4 Exclusions

This clause applies **only** to cancellations initiated solely by DirtCraft. It does not apply to:

- weather-related postponements
- venue-driven cancellations

- force majeure events
- safety-driven operational decisions
- cancellations caused by external parties

35. Payment Obligations for Standalone Services

35.1 Payment Due Date

All service fees must be paid in full no later than fourteen (14) days prior to the Service Start Date.

35.2 Accepted Payment Methods

Payment may be made via bank transfer or Stripe. Stripe processing fees are non-refundable.

35.3 Late Payments

Any outstanding balance remaining seven (7) days after the Payment Due Date will incur a \$25 late fee.

35.4 Participation Restrictions

Riders with unpaid fees at the time of the session may not participate until all outstanding payments have been received.

36. Payment Plans

36.1 Eligibility and Approval

Payment plans may be offered at DirtCraft's discretion and are not guaranteed.

36.2 Request Timeframes

Requests for a payment plan must be submitted at least fourteen (14) days prior to the Session Start Date.

37. Withdrawals, Registration Protection & Transfers

37.1 Session Eligibility

The Session Protection Package applies **only to DirtCraft-owned and DirtCraft-delivered services**, unless explicitly stated otherwise in the session registration information.

Riders may purchase an optional **Service Protection Package** at the time of registration. This package provides additional flexibility if the rider cannot attend the session.

The package applies on a **per rider per session** basis.

37.2 What the Protection Package Covers

If the rider cannot attend the session(s) due to one of the following reasons, they may receive a **full refund of their registration fees** (excluding admin & transaction fees):

37.2.1 Injury or Illness

- Must be supported by a **valid medical certificate**.
- Must not be a **pre-existing injury or condition**.

37.2.2 COVID-19

- Positive test result.
- Isolation requirement.
- Medical certificate or test result required.

37.2.3 Bereavement

- Death of an immediate family member.
- Supporting documentation required.

37.2.4 Severe Weather or Travel Disruption

- Weather events preventing safe travel.
- Road closures.
- Flight cancellations.
- Natural disasters.
- Must provide reasonable evidence (e.g., airline email, NZTA closure notice).

37.3 What the Protection Package Does NOT Cover

- Pre-existing injuries or illnesses.
- Late arrival.
- Change of mind.
- Scheduling conflicts.
- Forgetting the session.
- Wanting to change the time/details of the session.
- Wanting to switch to another session.
- Injury or illness **after the Service has started**.
- Injury sustained **during** the session.

- Failure to provide relevant documentation.

37.4 How to Claim

To request a refund under the Protection Package:

1. Email DirtCraft **prior to the service** commencing.
2. Provide supporting documentation. The window to provide this documentation is 3 days after the session concludes (medical certificate, test result, travel disruption proof, etc.)
3. Provide bank account details for the refund.

Refunds apply only to session the rider **has not yet participated in**.

37.5 Valid Medical Certificate provided Nonattendance Without the Protection Package

37.5.1 14 Days or less prior to the session commencing.

If the rider did **not** purchase the Protection Package and notifies within 14 days of the session commencing or does not notify:

- **No credit or refund** will be issued for any reason.
- This includes injury, illness, COVID-19, travel issues, or personal circumstances.
- This includes injuries sustained **during** the session.
- This includes deciding not to attend.

37.5.2 More than 14 Days prior to the Service commencing.

If the rider did **not** purchase the Protection Package and notifies prior to 14 days of the session commencing that they cannot attend, then:

- **50% credit** will be issued to that riders account upon providing a valid medical certificate.

38. Government Shutdowns & Health Restrictions

If the session is cancelled or affected due to a government-mandated shutdown, public health order, or travel/health restriction (including pandemic-related restrictions), the following refund structure applies based on the date the restriction comes into force:

- Offer to **transfer to the next session** or
- **Plan a revised date** or
- **A full credit applied** to the account minus (excluding any admin & transaction fees)

These timelines apply only to **DirtCraft-owned and DirtCraft-delivered session**, unless otherwise stated in the session registration information.

38.1 Verification Requirements

If restrictions prevent a specific rider or group from attending (e.g., regional lockdown, isolation order, travel ban), the affected rider(s) must provide reasonable evidence of impact, such as:

- proof of address
- medical certificate
- isolation order
- government notification
- travel restriction documentation

38.2 Decision Authority

DirtCraft reserves the right to determine the appropriate process based on:

- the date the restriction is announced
- the nature of the restriction
- whether the session can safely proceed
- whether the restriction affects all riders or only specific regions/groups
- Overall session attendance

DirtCraft may make this determination **up until the scheduled session date**.

39. Force Majeure Safety Changes, DirtCraft Cancellation & Financial Process

DirtCraft may modify, postpone, or cancel a session if conditions arise that make all or part of the session unsafe, impractical, or prohibited. This includes, but is not limited to:

- extreme weather
- heavy rain, wind, lightning, heat, or poor visibility
- trail instability, slips, fallen trees, or ground movement
- forest closures or landowner restrictions
- unsafe carparking or access
- civil emergencies
- natural disasters

These decisions may be made **at any time**, including during the session, and are guided by DirtCraft's **Weather Monitoring Plan & Trail Monitoring Framework**.

39.1 Session Modifications (Partial or Full)

DirtCraft may take any of the following actions to protect rider safety and trail integrity:

- shorten the session
- reroute trails
- delay start time
- pause the session
- close affected areas
- postpone the session
- cancel the session

A modified session is still considered a delivered session. **No refunds will be issued for partial modifications**, regardless of whether the rider has purchased the Registration Protection Package.

39.2 Full Cancellation Due to Force Majeure

Where possible DirtCraft will endeavour to postpone the session rather than cancel. If the Session is fully cancelled due to circumstances outside DirtCraft's control (e.g., extreme weather, forest closure, natural disaster, civil emergency), the following applies:

- **No refunds will be issued**, unless the rider has purchased the Registration Protection Package.

For clarity, **cancellation for any reason does not constitute "frustration of contract"** under the Contract and Commercial Law Act 2017. The refund rules in this section apply instead.

39.3 Postponement Due to Force Majeure

If the Session is postponed due to a Force Majeure Event:

1. **Alternative Date Options** DirtCraft will propose an alternative date or a set of date options. For group-based sessions, DirtCraft may conduct a survey or similar process to identify the most suitable replacement date(s).
2. **Transfers to the New Date** If a rider can transfer to the new date, no additional financial action is required. The rider's booking is simply moved to the rescheduled Session.
3. **Riders Unable to Transfer**
 - If the rider has purchased the **Session Protection Plan**, the provisions in **Section 5** apply.

- If the rider has **not** purchased the Session Protection Plan, the rider will receive a **50% credit** to their account for future use.

39.4 Authority & Decision-Making

DirtCraft retains full authority to determine:

- whether conditions are unsafe
- whether modifications are required
- whether the session can proceed in a reduced format
- whether a hazard requires partial or full closure

39.5 DirtCraft Led Postponement & Cancellation

39.5.1 DirtCraft Led Cancellation

If the Session is cancelled due to an external DirtCraft Decision:

Then all registrants will be eligible for a full refund.

External DirtCraft Decisions include but not limited to: coach health/availability, lack of registrations, external agreements including but not limited to landowner and club agreements or other financial reasons.

39.5.2 DirtCraft Led Postponement

If the Session is cancelled due to an external DirtCraft Decision, then:

1. **Alternative Date Options** DirtCraft will propose an alternative date or a set of date options. For group-based sessions, DirtCraft may conduct a survey or similar process to identify the most suitable replacement date(s).
2. **Transfers to the New Date** If a rider can transfer to the new date, no additional financial action is required. The rider's booking is simply moved to the rescheduled Session.
3. **Riders Unable to Transfer**
 - Rider will receive a **100% credit** to their account for future use.

40. Private Sessions

40.1 Definition and Scope

Private Coaching refers to any standalone or custom-built coaching session delivered by DirtCraft for an individual rider or a small group. These sessions are tailored to the specific goals, skills, or development needs of the rider(s).

Private Coaching is not classified as a Standalone Service. Accordingly, the policies in Sections 35–39 relating to Standalone Services do not apply to Private Coaching unless explicitly stated.

40.2 Postponements Due to Coach Health or Force Majeure

Private Coaching sessions may be postponed when DirtCraft determines that delivery is unsafe, impractical, or impossible due to a Force Majeure event. This includes, but is not limited to extreme or hazardous weather, natural disasters, venue or landowner restrictions, public health orders, coach health and any circumstance that prevents safe or reasonable delivery

DirtCraft will work with the rider to identify a suitable alternative date.

40.3 Inability to Agree on a New Date

If a Private Coaching session is postponed due to Force Majeure and **both parties cannot agree on a new date**, the following applies:

- A **\$50 administrative fee** will be retained by DirtCraft.
- The **remaining balance** will be refunded to the rider's account.
- Refunds will be processed once the rider provides valid bank account details.

40.4 Exclusions

This clause applies only to postponements caused by Force Majeure. It does not apply to:

- rider-initiated cancellations
- changes of mind
- scheduling conflicts
- non-attendance for personal reasons

These situations are governed by DirtCraft's general cancellation and credit policies.