

WIDE OPEN ROAD CYCLING TOURS PTY LTD

ABN 54 613 172 875

TERMS AND CONDITIONS – EUROPE & JAPAN TOURS 2024

The terms and conditions set out below apply to all European tours provided by Wide Open Road Cycling Tours Pty Ltd (ABN 54 613 172 875) unless stated otherwise in writing by Wide Open Road Cycling Tours Pty Ltd. All bookings are made in accordance with and subject to these terms and conditions.

1. GENERAL

1.1 These terms and conditions constitute the entire contract (“the Contract”) between you and Wide Open Road Cycling Tours Pty Ltd. Unless expressly agreed to in writing, no other representation, warranty, condition or term shall form part of the Contract.

1.2 Wide Open Road Cycling Tours Pty Ltd reserves the right to assign to any other entity some or all of the rights and/or liabilities arising under this Contract. In such circumstances, you agree to the terms and conditions of this Contract applying with that other entity.

1.3 All bookings with service providers other than Wide Open Road Cycling Tours Pty Ltd are subject to the terms and conditions and limitations of liability imposed by them and you agree to be bound by these. Some of these service providers limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage. Wide Open Road Cycling Tours Pty Ltd does not accept any responsibility for any loss as a result of any act or omission of any third parties.

2. BOOKING AND PAYMENT

2.1 A deposit of \$900 AUD per tour participant is required at the time of booking.

2.2 Bookings and availability of a tour are not confirmed and no contract exists between you and Wide Open Road Cycling Tours Pty Ltd until receipt of the deposit payable for each participant. Upon receipt of the deposit, the booking will be confirmed subject to availability.

2.3 The balance of the tour cost must be paid no later than 60 days prior to the commencement of the tour.

2.4 Wide Open Road Cycling Tours Pty Ltd reserves the right to cancel your booking if the balance is not paid by the required time and such a cancellation is subject to a cancellation fee as set out below.

2.5 Any bookings made within 60 days of the commencement of the tour must be paid in full at the time of booking.

3. CURRENCY FLUCTUATIONS AND OTHER COST INCREASES

3.1 Tour prices are based on costs and exchange rates calculated at the time of announcement of Wide Open Road Cycling Tours Pty Ltd tour itineraries and costs and may be subject to change due to changes in exchange rates, the costs of suppliers or service providers or due to government charges or taxes. Where a surcharge is deemed necessary by Wide Open Road Cycle Tours Pty Ltd, Wide Open Road Cycle Tours Pty Ltd will assume responsibility for the first 2% of the increase of the Tour price and any further increase will be payable by you. If a surcharge is more than 10% of the tour price, you may elect to cancel the booking in writing to Wide Open Road Cycle Tours Pty Ltd within 10 days of notification to you of the surcharge and obtain a refund.

4. CANCELLATION POLICY

4.1 Anyone wishing to cancel must notify Wide Open Road Cycling Tours Pty Ltd in writing by email to wideopenroadcycletours@gmail.com (a ‘delivered’ receipt and a ‘read’ receipt should be attached to the email). Notice of cancellation will not take effect until received by Wide Open Road Cycling Tours Pty Ltd.

4.2 As Wide Open Road Cycling Tours Pty Ltd commences incurring expenses upon confirmation of a booking, Wide Open Road shall charge a cancellation fee which is calculated as follows:

- a) cancellations received up to 30 days prior to the commencement of the tour will reimburse 50% of the tour price per person
- b) for cancellations received on or within 30 days of the commencement of the tour no refund will be made;
- c) no refund will be given for “no shows” or late arrivals to the tour;
- d) no refund will be made for accommodation, meals, sightseeing or excursions or any other services not utilised on the tour.
- e) deposit is not refundable

4.3 Any cancellation by you of additional services booked by Wide Open Road Pty Ltd at your request shall incur a 100% cancellation fee payable by you.

4.4 Pandemic (such as COVID-19) Cancellation Clause: In the event of a Pandemic such as COVID-19, if Wide Open Road Cycling Tours Pty Ltd is required to cancel the full tour, a refund will be paid to you less reasonable expenses already incurred by Wide Open Road Cycling Tours Pty Ltd. If you are unable to attend the tour due to Government imposed travel restrictions, such as border closures, a full refund will be paid to you less reasonable expenses already incurred by Wide Open Road Cycling Tours Pty Ltd. If the tour is cancelled after tour commencement due to Government imposed travel restrictions relating to a pandemic, a refund will be made for the portion of the tour that is cancelled on a pro-rata (daily) basis less reasonable expenses already incurred. Wide Open Road Cycling Tours Pty Ltd are not responsible or liable for additional expenses or alternative arrangements that may result due

to such changes or tour cancellations. If you are unable to attend all or part of the Tour due to health issues or isolation requirements related to COVID-19, no refund will be paid to you. You need to ensure your travel insurances covers such scenarios. Wide Open Road Cycling Tours Pty Ltd will not be liable for any costs or claims made by you.

5. CHANGES TO TOUR & MINIMUM NUMBERS REQUIRED

5.1 Wide Open Road Cycling Tours Pty Ltd endeavours to operate all tours as described. However, the nature of Wide Open Road Cycling Tours Pty Ltd tours requires participants to allow for changes or alternatives to any aspect of the tour due to circumstances which are beyond Wide Open Road Cycling Tours Pty Ltd' control.

5.2 Wide Open Road Cycling Tours Pty Ltd reserves the right to make such changes at any time where they are deemed to be necessary by Wide Open Road Cycling Tours Pty Ltd.

5.3 Wide Open Road Cycling Tours Pty Ltd tours are costed according to a minimum number of participants. In the event of insufficient confirmed bookings 30 days prior to the commencement of the tour, Wide Open Road Cycling Tours Pty Ltd reserves the right to cancel the tour and a full refund will be provided to all participants including deposit. No other compensation will be payable by Wide Open Road Cycling Tours Pty Ltd to you.

5.4 Wide Open Road Cycling Tours Pty Ltd will advise you of any major change to the tour as soon as it is reasonably possible and you may notify Wide Open Road Cycling Tours Pty Ltd within 10 days of that notice (but not less than 5 days before the commencement of the tour) of your withdrawal from the tour with a full refund of monies paid to Wide Open Road Cycling Tours Pty Ltd. However, Wide Open Road Cycling Tours Pty Ltd shall not be liable to pay compensation to you.

5.5 A major change is one which substantially and materially alters the nature and substance of the tour as a whole but does not include events of force majeure*.

5.6 All other changes are deemed to be minor.

5.7 Where changes must be made to a tour program due to force majeure*, no compensation will be paid and any cancellation by you will be subject to a cancellation fee. If the tour must be cancelled prior to its commencement due to force majeure*, Wide Open Road Cycling Tours Pty Ltd will give a full refund less reasonable expenses incurred by Wide Open Road. If the tour is cancelled due to force majeure* during the tour, no refund will be made except for expenses or costs which have not yet been paid by Wide Open Road Cycling Tours Pty Ltd to third parties and which Wide Open Road Cycling Tours Pty Ltd is not required to pay, or which have been refunded by third parties.

5.8 Wide Open Road Cycling Tours Pty Ltd is not responsible for the costs of any other travel arrangements made by you which may be affected by any delay or cancellation, rescheduling or change of any aspect of the tour. This includes but is not limited to the costs of any other travel arrangements made by you due to Government imposed border or travel restrictions that may prevent you travelling to or from the tour.

*Force majeure refers to any unusual and unforeseeable circumstance or event beyond Wide Open Road Cycling Tours Pty Ltd' control, the consequences of which Wide Open Road

Cycling Tours Pty Ltd could not avoid. Examples include war or threat of war, riots, political or civil strife or unrest, terrorist activity, industrial disputes, natural or nuclear disaster, fire or adverse weather conditions, floods, health risk or epidemic, Acts of God, or other similar events.

6. LIABILITY FOR PERSONAL INJURY, LOSS OR PROPERTY DAMAGE

6.1 Wide Open Road Cycling Tours Pty Ltd shall have no legal liability whatsoever:

- a) for any loss or damage to your property, luggage or other personal effects, and such items shall remain at your risk at all times, including when being carried by or under the control of a Wide Open Road Cycling Tours Pty Ltd representative, including in our support and luggage vehicles;
- b) for any inconvenience, delay, illness, personal injury, or death, or any other loss or damage you may suffer arising directly or indirectly from any aspect of the tour;
- c) for any injury, damage, death, loss, accident or delay to you or your property due to an act and/or omission of any supplier or service provider to Wide Open Road Cycling Tours Pty Ltd or by an Act of God;
- d) for any loss, damage or delay due to an event of force majeure, sickness or injury to a participant on the tour, theft, or any other causes beyond Wide Open Road Cycling Tours Pty Ltd' control.

6.2 You must consider all travel, tour and itinerary information of relevant authorities and you acknowledge that your decision to participate in the tour is made in light of your consideration of such information and you assume the personal risks involved in such travel.

6.3 You agree, for yourself and your heirs, executors, administrators and assigns to release Wide Open Road Cycling Tours Pty Ltd, its employees, agents, officers, representatives from any and all claims for loss, damage or injury suffered by you as a direct or indirect result of your participation in the tour and, to the fullest extent permitted by law, you expressly waive any claims you may have against Wide Open Road Cycling Tours Pty Ltd arising out of or in connection with your participation in the tour. You acknowledge that the tour is adventurous, that bicycling is a strenuous activity and that there are inherent dangers, risks and certain elements of unpredictability associated with participating in the tour. You acknowledge and accept that cycling is a physically demanding sport carrying with it considerable risk of injury and potential danger of accident or collision which may result in injury and the possibility of death. You assume responsibility and liability for all associated risks of the tour.

6.4 Participation in a Wide Open Road Cycling Tours Pty Ltd tour should only be considered if you are properly trained and in proper physical and medical condition to undertake the tour activities. You are responsible for determining whether you are able to meet the physical demands of the tour and your health and wellbeing throughout the tour remains your responsibility. If you have any doubts as to your health and fitness to participate, you should consult a medical practitioner before booking.

6.5 To ensure your safety and protection, Wide Open Road Cycling Tours Pty Ltd requires helmets to be worn at all times while riding.

6.6 You understand and agree that it is your responsibility to ensure your equipment including bicycle, helmet and all other associated equipment is fit for the purpose of participating in the tour and take full responsibility for your personal possessions and belongings for the duration of the tour. You agree to indemnify and keep indemnified Wide Open Road Cycling Tours Pty Ltd from any claims whatsoever and agree not to hold, Wide Open Road Cycling Tours Pty Ltd, its owner/s, employees or agents of the tour responsible nor hold liable for any loss or damage caused to personal possessions or equipment and further indemnify Wide Open Road Cycling Tours Pty Ltd from any and all liability of whatsoever nature or kind caused as a result of use of your equipment whether to yourself or third parties.

6.7 To the fullest extent permitted any condition or warranty which would otherwise be implied by law into these terms and conditions is excluded.

6.8 To the fullest extent permitted by law, any claim by you for indirect or consequential loss, loss of profits, economic loss, or for special, punitive or exemplary damages is excluded.

7. TOUR DETAILS, AND PARTICIPANT CONDUCT AND BEHAVIOUR

7.1 Wide Open Road Cycling Tours Pty Ltd aims to provide a safe, enjoyable and memorable experience for all participants. However, Wide Open Road Cycling Tours Pty Ltd tours are designed for people with an interest in bicycling with a particular physical ability and we ask that you consider the following before making a booking:

a) Wide Open Road Cycling Tours Pty Ltd does not employ medical personnel. Any necessary medical care you need will be provided locally at your cost. Wide Open Road Cycling Tours Pty Ltd will not be responsible or liable for the quality of the care or services that you receive;

b) For most Wide Open Road Cycling Tours Pty Ltd tours there is no minimum or maximum age limit. However, given the physical demands of Wide Open Road Cycling Tours Pty Ltd tours, we strongly recommend all participants ensure they have the physical and mental health to participate in tour activities, and especially cycling for the anticipated distances and inclines each day of the tour. All travellers under the age of 18 must be accompanied by a parent, guardian or other adult who is responsible for the child's day to day care.

7.2 Participants are responsible for all travel arrangements and costs to and from the tour commencement and conclusion points unless Wide Open Road Cycling Tours Pty Ltd has agreed otherwise in writing.

7.3 Wide Open Road Cycling Tours Pty Ltd representatives may be required to make decisions during the tour for the safety or wellbeing of you or the tour group and all such decisions of the representative are final. By making a booking, you agree to comply with such decisions of the representative.

7.4 All participants and Wide Open Road Cycling Tours Pty Ltd representatives have a right to travel and work in a safe and enjoyable environment. By making a booking, you agree to comply with Wide Open Road Cycling Tours Pty Ltd health and safety plans that will be in place and relevant at the time of the tour. Wide Open Road Cycling Tours Pty Ltd may, at its absolute discretion, immediately remove you from the tour if you cause any threats to the safety or wellbeing of any person, or for inappropriate behaviour, including removal from the tour if your health is putting the health and safety of other participants at risk. In such circumstances, no refunds will be given and Wide Open Road Cycling Tours Pty Ltd will not be liable for any costs or claims by you. You may be permitted to re-join the tour at a later date if deemed safe and appropriate by a Wide Open Road Cycling Tours representative.

7.5 You are responsible for compliance with all laws of the country or countries in which the tour operates, including all health regulations, traffic regulations and drug regulations. It is your responsibility to ensure you are aware of these laws and regulations.

7.6 Any costs incurred at accommodation facilities due to damage by you or requiring excess cleaning fees must be paid by you.

7.7 You must follow the instructions of the Wide Open Road Cycling Tours Pty Ltd representative and take care of any equipment allocated for your use.

7.8 In the event that you are prevented from traveling on any form of transportation because you are deemed to be unfit for travel by a tour representative or a representative of the travel provider, Wide Open Road Cycling Tours Pty Ltd has no further responsibility as to your journey or your participation in the tour. Full cancellation charges will be incurred by you and no refund will be given nor will Wide Open Road Cycling Tours Pty Ltd be under any obligation to pay compensation or to cover any of your costs incurred as a result of such events.

8. COMPLAINTS

8.1 Any complaints during the tour should be raised with the tour representatives, suppliers or service providers at the time so that issues may be resolved immediately.

8.2 Wide Open Road Cycling Tours Pty Ltd will endeavour to address reasonable complaints relating to the standard of services provided on tour but it does not accept any legal liability relating to same and is not bound to give any refund, reimbursement or compensation for same.

9. ADDITIONAL REQUESTS, ACTIVITIES OR EXCURSIONS

9.1 Any special requests should be made to Wide Open Road Cycling Tours Pty Ltd when booking. While Wide Open Road Cycling Tours Pty Ltd will make reasonable endeavours to meet special requests it has no liability to you if they cannot be met.

9.2 Any additional activities or excursions during the tour may be arranged by tour representatives locally at your request. However, Wide Open Road Cycling Tours Pty Ltd is not obliged to do so and the contract for its provision shall be between you and the service provider. Wide Open Road Cycling Tours Pty Ltd shall have no liability with regards to such arrangements.

10. INSURANCE

10.1 All tour participants must take out personal travel insurance to cover the full duration of the tour. The insurance must cover all of the activities that you will participate in during the tour. Your insurance details must be provided to Wide Open Road Cycling Tours Pty Ltd prior to the commencement of the tour.

10.2 Your comprehensive insurance must cover cancellation due to unforeseen circumstances or events, illness, accident or death, medical expenses, personal accident, death, property damage and loss, lost, stolen or damaged baggage, emergency repatriation and public liability.

10.3 You agree to indemnify Wide Open Road Cycling Tours Pty Ltd against all third-party claims, actions, damages and remedies which may be brought against Wide Open Road Cycling Tours Pty Ltd in respect of your participation in the tour.

11. WHAT IS NOT INCLUDED IN THE TOUR PRICE

11.1 Airfares and other travel expenses incurred to and from the tour commencement and completion points, airport taxes, passport, visa and any other permit or certificate fees, insurance, bicycle hire, any personal expenses, medical fees, sightseeing, entrance fees, and meals not included in the itinerary, baggage costs, optional activities and excursions and the like are not included in the tour price unless specifically included as part of the itinerary or agreed in writing.

12. PROMOTIONAL MATERIAL

12.1 You agree for that your image (video and photo) may be taken by Wide Open Road Cycling Tours Pty Ltd representatives and used by Wide Open Road Cycling Tours Pty Ltd for any promotional purposes such as use in website, social media, brochures and/or advertising material or publicity material without obtaining further consent from you or providing you with any payment in respect of such use. The grant of such a licence is irrevocable and operates worldwide.

13. PASSPORTS, VISAS AND DOCUMENTATION

13.1 You are required to have a valid passport and all necessary visas, permits and certificates required for your tour as well as any necessary vaccinations. A valid passport must be carried at all times and be valid for 6 months beyond the completion date of the tour.

13.2 Wide Open Road Cycling Tours Pty Ltd is not responsible for any refused entry to a country because of lack of the correct passport, visa, or other travel documentation.

13.3 Wide Open Road Cycling Tours Pty Ltd also requires information in order to make the necessary tour arrangements. Necessary details include your full name as stated on your passport, your gender and date of birth, nationality, town of birth, passport number, passport expiry date, food allergies, intolerances and dietary requirements and any pre-existing and current medical conditions, relevant vaccination status and medications which may affect your ability to participate in the tour or are relevant to participating in the tour.

13.4 Any personal information that Wide Open Road Cycling Tours Pty Ltd collects from you may be used for any purpose associated with arranging or operating the tour. The information may be disclosed to Wide Open Road Cycling Tours Pty Ltd' agents, service providers or other suppliers in order to arrange or operate the tour. Wide Open Road Cycling Tours Pty Ltd will otherwise treat your details as private and confidential.

14. LAW AND JURISDICTION AND DISPUTES

14.1 This contract shall be governed by laws of the State of Victoria, Australia and shall be subject to the jurisdiction of the courts of Victoria.

14.2 The exclusive venue for any action against Wide Open Road Cycling Tours Pty Ltd shall be in the courts of the State of Victoria, Australia.

14.3 If any provision of this Contract is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed to be amended accordingly or severed from the Contract. The remaining terms and conditions of the Contract shall remain valid and enforceable and continue to be binding.

14.4 If you are unsuccessful in any legal action instituted against Wide Open Road Cycling Tours Pty Ltd, you agree to pay all Wide Open Road Cycling Tours Pty Ltd' costs, including but not limited to any legal costs Wide Open Road Cycling Tours Pty Ltd may incur on a full indemnity basis.