

# Terms & Conditions

These conditions of booking and information set out the terms on which you contract with CMK Enterprises Pty Limited (ACN 127 851 432) trading as Over The Hill Tours ("OTH Tours"). The terms and conditions shall be governed by and construed in accordance with Australian law, being subject to the jurisdiction of the Courts of New South Wales, Australia, and you and all parties named in the booking, consent to the jurisdiction of the Courts of New South Wales, Australia.

## 1. You pay a deposit

Upon making a booking you are required to pay a deposit of 25% of the total tour cost. The booking will only be confirmed following receipt of the deposit.

The receipt or banking of a deposit or the making of a provisional reservation does not imply final acceptance of a booking. Neither is a verbal quotation confirmation of the final tour cost.

Where a booking is accepted by OTH Tours, a confirmation invoice will be forwarded to you within 14 days of receipt of both your signed booking form and the deposit. Where a booking is not accepted, a refund of the deposit will be made.

Once your booking has been confirmed by OTH Tours, no variation of your booking shall be of any effect unless confirmed in writing by OTH Tours.

## 2. You pay the balance

Final payment must be paid at least 60 days before the departure date.

If you book within the 60 day period, full payment is due at the time of making the booking.

Failure to make the final payment when due may result in your booking being automatically cancelled at OTH Tours' absolute discretion. In the event that your booking is cancelled, you will be liable for any cancellation charges that may apply as set out in clause 4.

## 3. If you change your booking

If, after your booking has been confirmed you wish to transfer to a different tour or departure date, OTH Tours will endeavour to satisfy your requirements provided that written notification is received at our offices no later than the date on which the final payment is due (which shall not be less than 60 days before the departure date).

Alterations made less than 60 days prior to the departure date will be regarded as a cancellation by you of the booking and the cancellation charges set out in clause 4 will apply. A new booking will need to be made if you wish to book a different tour with OTH Tours.

## 4. If you cancel your booking

Should you wish to cancel your booking you must do so in writing. A cancellation will take effect from the date that written notice is received at our office.

All cancellations including cancellations under clause 2 and 3 of these terms and conditions, will be subject to the following charges:

- No charge, where the booking is cancelled more than 90 days prior to the departure date; or
- 50% of the full tour cost where the booking is cancelled more than 30 days but less than 90 days prior to the departure date; or
- 100% of the full tour cost where the booking is cancelled less than 30 days prior to the departure date.

Note: If the reason for cancellation is covered under the terms of your insurance policy you may be able to claim these charges from your insurer. Cancellation charges are exclusive of holiday insurance premiums.

In all cases, where your booking involves a special fare or charges levied by an airline, hotel

operator, or any other third party provider, you will be responsible for all cancellation charges levied by the airline, hotel operator or third party provider as a result of the cancellation.

#### **5. Rights of admission**

OTH Tours reserves the unconditional right to refuse a booking or to debar a person from any tour at any time in the event of conduct which in the reasonable opinion of OTH Tours is likely to cause distress, damage or annoyance to guests, employees, property or to any third party. Cancellation charges of 100% of the tour cost would apply in these circumstances.

OTH Tours reserves the unconditional right to refuse a booking or to debar a person who fails to advise us of a medical condition or of a disability which prevents their full participation during a tour. Failure to inform OTH Tours in writing at the time of making the booking, of any medical condition or disability that may prevent full tour participation, may see OTH Tours refuse to complete your booking or it may cancel your booking. Cancellation charges of 100% would apply in these circumstances.

#### **6. Prices**

You acknowledge that OTH Tours may impose surcharges on the price of your tour cost if the surcharge is applied at least 30 days before departure. In addition, if surcharges become necessary before that time, OTH Tours will absorb an amount up to the first 10% (excluding insurance premiums and any amendment charges) of any surcharges that apply. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel, dues, taxes or fees chargeable for services or the exchange rates applied to the particular package. Where the surcharges amount to an increase of 20% or more on the tour cost, you are entitled to cancel your tour and a full refund of all monies paid. Should you decide to cancel your booking, you must exercise your right to do so, upon written notice to us, within 14 days from the imposition of the surcharge.

#### **7. Website accuracy**

The information given in this website about departure dates, times, itineraries, accommodation, meals, and other information has been carefully checked and OTH Tours believe it is correct at the time of publication. OTH Tours reserve the right to make changes to the website as and when they occur.

#### **8. If OTH Tours alter your holiday plans**

Information provided by OTH Tours is made in good faith and every care is taken to ensure its accuracy. Between publication of the tours on the website and making your booking, changes can and do occur. As such, there may be occasions when an advertised facility or activity is not available during your planned tour. This may be due to insufficient numbers, weather, operational or maintenance reasons. All hotel ratings are those provided by the countries concerned. OTH Tours does not accept liability for any of these changes.

Should any part of the tour be cancelled or altered by a third party provider for whatever reason, OTH Tours does not accept liability for cancellation or alteration thereof.

#### **9. If OTH Tours cancel your holiday**

OTH Tours make every endeavour to operate all of its tours. In the event OTH Tours cancels your tour before the date of departure, you will have the choice of accepting the alteration, booking an alternative tour (where this is of a lower price, OTH Tours will refund the difference; where the price of a newly booked tour exceeds your cancelled tour you will be liable for any additional costs), or withdrawing from the tour and accepting a full refund of all monies paid.

OTH Tours reserves the right to cancel your booking for any circumstance until such time as the final payment is due. In addition, where you default in making the final payment or where it becomes necessary to cancel your tour as a result of force majeure after the final payment has been made, OTH Tours reserves the right to cancel your booking.

Force majeure means unusual and unforeseeable circumstances beyond OTH Tours control, the consequences of which neither OTH Tours nor its third party providers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activities, industrial disputes, malfunction or breakdown, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond OTH Tours' control.

## **10. Travel and transport**

Unless it is expressly stated in writing to be a part of your tour booking, it is your responsibility to arrive at the agreed start point and to arrange departure at the end of the tour you have signed up for. OTH Tours can assist in providing travel advice for arrival and departures, but is not responsible for it.

The tours arranged by OTH Tours are designed to allow for possible travel delays by having extra days at the beginning of each tour prior to departing the host city for you to arrive.

OTH Tours can, upon request at an additional charge, provide airport transfers to/from hotels at the beginning and end of your tour.

## **11. Our responsibility**

OTH Tours shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of any bookings made with OTH Tours, where such loss, damage or injury is not caused directly by the negligence of OTH Tours.

OTH Tours does not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers. OTH Tours utilises the services of third party providers, for example, hoteliers, airlines and optional tour excursions, which are not under the direct control of OTH Tours, and whilst OTH Tours takes all reasonable care in selecting these third party providers, it cannot accept responsibility for their conduct or the conduct of their representative employees or agents or any ramifications of that conduct.

Under circumstances where liability cannot be excluded, such liability is limited to the value of the total tour cost.

OTH Tours does not accept any liability in contract, tort or otherwise, for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond the control of OTH Tours.

## **12. Passports, Visas and Health**

It is your own responsibility to ensure that you and all persons for whom you have made a booking have a valid passport and all necessary visas and the necessary inoculations to gain entry into any country you are visiting. It is your responsibility to ensure the passport/visa requirements with the Consulate or Embassy of the country you are visiting and consult your local GP regarding health or inoculation requirements for your destinations. OTH Tours does not accept responsibility for any delay or expense incurred through irregularities in your documents.

You warrant that you are in good health and physical condition and that you have the physical capability to complete the stages of the tour. You are advised to prepare cycling average distances similar to the OTH Tours stages for the proposed booking, details of which are available on the website. A recent medical check-up is advised.

You should advise OTH Tours when making your booking if you suffer from any special allergies.

## **13. Insurance**

OTH Tours consider adequate travel insurance is essential. It is your responsibility to ensure that adequate travel insurance is taken out by and for all persons named in your booking. It is your responsibility to ensure that your travel insurance covers you for medical health in the event of physical injury or illness. OTH Tours will not be responsible if you or any party named in the booking fails to take out adequate insurance cover.

## **14. Promotional Material**

You consent to publication, for promotional purposes, of any photos or video footage taken of you or others while taking part in any OTH Tours event.

## **15. Our complaints procedure**

If you have a complaint during your tour you must notify the Tour Leader or local representative of OTH Tours immediately and they will do their best to resolve the problem. Should it not be

OTH Tours immediately and they will do their best to resolve the problem. Should it not be possible for the Tour Leader or local representative to resolve your complaint, you should write to us at [ride@overthehilltours.com](mailto:ride@overthehilltours.com). Any complaint must be received no later than 28 days after the end of your tour. Full details should be provided including your booking number and the nature of your complaint. No claim or complaint will be entertained unless you follow this procedure.

All complaints that are received are thoroughly investigated and complainants will be kept informed. Sometimes investigations can take time, especially when awaiting a response from third party providers. Whilst every effort will be made to resolve your complaint to your satisfaction, OTH Tours will not be liable for any claim that you may have in respect of your complaint.

#### **16. Airline Tickets and Flight Travel**

All airline tickets will be issued to you directly by the airline carrier and are subject to the terms and conditions of each carrier. Flight timings are provided by the airlines and it is your responsibility to ensure that you reconfirm your bookings/departure times with the airline. There is no guarantee that flights operate on time and OTH Tours accepts no responsibility for any delays incurred by you or any delays by the airline that may result in you not being able to make any connecting flights. In the event that your airline ticket is lost or stolen, it is your responsibility to report it to the airline carrier. It should be noted that airline carriers may not issue a duplicate ticket and you may be required to obtain a new ticket abroad at the cost of the local fare. Any application for a refund must be made directly to the airline carrier.

#### **17. Privacy Policy**

OTH Tours is committed to protecting the privacy and confidentiality of personal information provided to OTH Tours. Please see the separate privacy policy on the website.

#### **18. Representations and warranties**

You warrant that you are of sufficient legal age (over 18 years of age) to make this booking and to create binding legal obligations for any liability that you may incur as a result of making this booking with OTH Tours.

You confirm that you have not relied on any verbal representations by any of OTH Tours staff or agents, other than what is contained in printed format when making your booking.

You acknowledge that you may not assign, delegate, transfer, convey, sub-contract or substitute howsoever, your rights, duties or obligations under this booking.

You acknowledge that participation in cycling tours involves risks. Cycling tours involves the use of public roads, used by other traffic and you are aware and accept the potential dangers of riding both on and off public roads. You acknowledge and agree that at all times you will ride safely, wear protective clothing including helmets, and will obey the rules of the road of any country where you are participating in a tour.

#### **19. Indemnity**

You agree to indemnify OTH Tours against any damage, or loss suffered by OTH Tours or any costs incurred by OTH Tours resulting from your negligence or a breach by you or any other person named as a party in the booking, of the above terms and conditions.

#### **20. Acceptance**

Acceptance of the above terms and conditions may be in any of the following ways:

- Making a booking over the Internet.
- Making a booking in person or by telephone.

Upon making the booking you are deemed to have read OTH Tours booking terms and conditions, and you accept that you have the authority to bind any other person named as a party in the booking on behalf of such party.