

Vicmoto Motorcycle Tours Pty Ltd

Terms, and Conditions for Guided Tours & Self-Guided Tours

Please take time to review and become conversant with the following terms and conditions for motorcycle guided tours.

1. Tour Operator

- Vicmoto Motorcycle Tours Pty Ltd is owned and operated by Steven Craig and Martin Craig
- Australian Business Number (ABN): 13 121 177 811
- Registered with the Australian Investment & Securities Commission (ASIC)
- Email: vicmoto@bigpond.com
- Website: www.vicmoto.com.au

2. Tour Agreement

- This tour agreement is hereby entered into by and between Vicmoto Motorcycle Tours Pty Ltd and the undersigned person (Client).

3. Recitals

- Vicmoto Motorcycle Tours Pty Ltd is engaged in the business of providing guided and self-guided motorcycle tours on BMW motorcycles (or selected alternative machines) to scenic areas of all states in Australia.
- Tours are as described in the Vicmoto Motorcycle Tours website at: www.vicmoto.com.au/Guided_Tours_index.htm.
- The term 'Tour' shall herein refer to any guided or self-guided tour and any services furnished by Vicmoto Motorcycle Tours to a Client.
- The Client engages Vicmoto Motorcycle Tours for a guided or self-guided tour as offered on the Vicmoto Motorcycle tours website subject to the following terms and conditions.
- In consideration of recitals and the terms and conditions set forth below, Vicmoto Motorcycle Tours and the Client (together referred to as the 'Parties') agree as follows:

4. Tour

- The Client hereby engages Vicmoto Motorcycle Tours, who in turn agrees to guide the Client on the Tour or provide the means for the client to take a self-guided tour, which is identified by the tour description specified on the Vicmoto Motorcycle Tours website.
- Vicmoto Motorcycle Tours provide a tour guide on a VMT motorcycle on all guided tours
- Clients travel independently on self-guided tours – VMT tour guides are not provided

5. Tour Inclusions for Guided and Self-Guided Tours

- Unless otherwise agreed between the Parties in writing, the Tour includes:
- Airport transfers on arrival and departure from Melbourne
- Secure excess baggage storage whilst on Tour
- Motorcycle rental for the duration of the Tour

- Motorcycle insurance
- 24 Hour Roadside Assistance cover
- Motorcycle Luggage
- GPS navigator (fitted to selected motorcycles)
- Backup straight line maps, showing leg lengths and roads used
- Backup route maps
- Complete rider equipment and helmet, if required and subject to availability (depending on sizes required)
- Communications system (if utilising Vicmoto Motorcycle Tour helmets)
- Emergency mobile telephone and daily emergency contact numbers by region
- All fuel on guided tours only
- All dining on guided tours only
- All hotel accommodation
- Tour DVD on guided tours only
- Tour photographs CD on guided tours only
- Embroidered polo shirt (men's or ladies' as required)
- Embroidered cap

6. Tour Exclusions

Unless otherwise agreed between the Parties in writing, the tour excludes:

- International or domestic air fares
- All costs outside the Tour dates, excepting airport transfers
- Alcoholic beverages
- Personal travel insurance
- Personal medical & medical evacuation insurance
- Loss of personal effects insurance
- Money for souvenirs, mementos, incidentals etc

7. Tour Prices

- Indicative Tour prices are as illustrated on the Vicmoto Motorcycle Tours website, prices in various currencies are updated regularly
- An accurate Tour price will be provided to the Client by Vicmoto Motorcycle Tours once the Client has provided their requirements regarding the preferred model of motorcycle and sleeping arrangements.

8. Tour Routes

- Vicmoto Motorcycle Tours reserve the right to modify and adjust routes accordingly and select alternative hotels and restaurants. The appropriate standards consistent with the tour description will be maintained.

9. Tour Booking

The following rules are in place to reduce cash losses to Clients due to cancellation of travel plans, motorcycle rental bookings and accommodations reservations.

- If booking over twelve weeks (84 days) in advance then a booking will be accepted with a booking fee of 10% of the total Tour price, the remaining balance becoming due on the tour closure date.
- Tour fees are to be paid in full by the Client twelve calendar weeks (84 days) before the commencement of the Tour.

- Self-guided Tours operate at any time for any group size. The pre-payment requirements are as for Guided Tours.

10. Tour Cancellation Policy

- If a Guided Tour is cancelled any 10% booking fees already received will be reimbursed in full
- Once a Guided Tour is confirmed as operating as scheduled by Vicmoto Motorcycle Tours and all Clients have paid the Tour fee in full, then any cancellation within twelve weeks (84 days) of the Tour commencing attracts an AU\$2,000 cancellation fee per person. The remaining balance will be reimbursed in full to the Client(s) cancelling their Tour
- Vicmoto Motorcycle Tours is not liable for any additional costs or losses incurred by the Client(s) due to the cancellation of a Tour by Vicmoto Motorcycle Tours. This includes, but is not limited to, the cost of pre-paid airline tickets, hotel reservations and car rental.
- Vicmoto Motorcycle Tours is not required to make refunds of Tour fees once a Tour commences regardless of the reason for a Client being unable to complete the Tour. However, Vicmoto Motorcycle Tours will make maximum effort to refund as large an amount of the tour fee that has not been pre-committed as possible.

11. Motorcycle Rental

- The Client is required to satisfy all the terms and conditions pertaining to motorcycle rental. Those conditions can be accessed via the Vicmoto Motorcycle Tours' website.
- The Client shall agree to, sign and comply with the motorcycle rental agreement when collecting the motorcycle at the start of the Tour.
- The Client shall provide a security deposit of AU\$2,500 via a major credit card. This is fully refundable upon the return of the motorcycle undamaged at the end of the Tour.

12. Client Using Own Motorcycle

- If any Client(s) wish to use their own motorcycle during a Tour then Vicmoto Motorcycle Tours will calculate and provide a revised, and reduced, Tour price accordingly.
- The Client shall ensure that their motorcycle complies with all current road transport regulations, is well maintained and safe to ride and adequately insured.
- The Client shall allow Vicmoto Motorcycle Tours to view a valid motorcycle rider's licence, registration certificate and current insurance documentation.
- The Client shall allow Vicmoto Motorcycle Tours to carry out a visual and physical check of their motorcycle.

13. Motorcycle Operation

- The Client shall possess the ability and experience to manage, ride and control the motorcycle selected for use during the Tour.
- The Client shall indemnify and hold Vicmoto Motorcycle Tours harmless from any liability for injuries or damages arising out of or from any and all errors in judgment committed by the Client in the selection, operation, inspection, condition, or suitability of the Clients motorcycle for the Tour.

- The Client shall understand that Vicmoto Motorcycle Tours recommends that complete protective clothing be worn at all times, such as abrasion resistant clothing, gloves, boots, eye protection and an approved helmet whilst operating a motorcycle. The wearing of an approved helmet whilst operating a motorcycle is required by Australian law, however the decision to wear additional protective equipment is ultimately and solely the Client's own.
- It is recommended that the Client bring his/her own rider equipment for use during the Tour, this should include appropriate combinations for wet weather and dry weather plus hot and cool conditions.

14. Weather and Road Conditions

- The tour passes through areas where weather conditions can change very quickly and significantly. Vicmoto Motorcycle Tours cannot be held liable for unpleasant or unsuitable weather conditions and no cash refunds are made for such conditions.
- The Tour route is on sealed roads. However, Vicmoto Motorcycle Tours cannot be held responsible for encountering any roads with an unsealed surface caused by routine maintenance being carried out by local, State or Federal road maintenance contractors.
- The Client shall agree to indemnify and hold Vicmoto Motorcycle Tours harmless from injury or damages arising out of difficult road conditions. The Client shall declare that his/her motorcycle riding skills are suitable to cope with any reasonable and varying road conditions on roads that are open to the general motoring public.
- The Client shall acknowledge the danger present on roads as a result of wild, farm or domestic animals that are freely roaming.
- The Client shall indemnify and hold Vicmoto Motorcycle Tours harmless from injuries or damage accidentally suffered by the Client as a result of weather, road conditions or as a result of an encounter with an animal, or arising from an attempt to avoid an animal.
- The Client shall indemnify and hold Vicmoto Motorcycle Tours harmless from injuries or damage accidentally suffered by the Client as a result of an attempt to avoid any road obstacle.

15. Vicmoto Motorcycle Tours Responsibilities

- Vicmoto Motorcycle Tours shall pursue a strategy of continuous improvement to maximise the quality of service delivery to Clients.
- Vicmoto Motorcycle Tours shall review the quality of its service providers on a regular basis. Examples of service providers are motorcycle rental agency, hotel accommodation, restaurants and refreshments venues.
- Vicmoto Motorcycle Tours shall ensure their own motorcycles and equipment are maintained to a high standard at all times so as not to compromise the schedules of any Guided Tour to the detriment of Clients.
- Vicmoto Motorcycles Tours shall operate their motorcycles within the law and ride in a safe, responsible manner at all times.
- Vicmoto Motorcycle Tours guides reserve the right to prevent a client from riding if it is considered the Client is in an unfit or unsafe condition, such as under the influence of excessive alcohol consumption. (Guided Tours only).

- Vicmoto Motorcycle Tours guides reserve the right to prevent a client from riding if it is considered their motorcycle is in an unfit or unsafe condition. (Guided Tours only).

16. Client Responsibilities

- Clients shall not consume excessive amounts of alcohol, illicit or prescription drugs (that adversely affect mental or physical coherence and coordination) during the course of a Tour. No alcohol should be consumed in any quantity until all motorcycle travel has been completed for any day and the Client is at the overnight accommodation.
- Alcohol consumption at overnight accommodation stops should be kept to a limit that ensures the Client will be in a safe, legal and fit state to continue the Tour on the following day.
- Clients shall comply with local traffic laws and regulations at all times when operating a motorcycle.
- Clients shall not endanger other Clients when operating a motorcycle within a group of any size. Safe riding distances shall be maintained to allow all clients to react to any changing road or traffic conditions without endangering themselves, other Clients, or other road users.

17. Photographs and Video

- Clients shall be aware that that Vicmoto Motorcycle Tours takes photographs and video images of Tour participants depicting their interaction with other Tour participants and motorcycles during Guided Tours. These images are used to produce DVD and CD based media which are then provided to the Tour participants after the Tour.
- All images obtained by Vicmoto Motorcycle Tours efforts and utilising their equipment remain the property of Vicmoto Motorcycle Tours and copyright resides with Vicmoto Motorcycle Tours.
- Images from Guided Tours may be used in future Vicmoto Motorcycle Tours advertising brochures, advertising layouts, slide shows, website content, marketing, magazine articles and other promotional uses.

18. Personal Data

- Any personal data provided to Vicmoto Motorcycle Tours by Clients is obtained solely for the purpose of accepting Tour bookings and processing of payment for Tours. This data is stored remotely and securely and will not be distributed or sold to any third party. Once the need for this data has expired it is destroyed/deleted by Vicmoto Motorcycle Tours and this action can be conveyed to the Client if requested.

19. Waiver & Release

- The Client shall hereby represent and acknowledges that he/she fully understands, has knowledge of, and appreciates the dangers, hazards, and attendant risks associated with riding and operating a motorcycle, including the possibility of sustaining severe personal injury, major property damage, injury to others, and death.
 - The Client knows of no physical or mental impairments that may affect the Clients safety, or the safety of others whilst operating a motorcycle.

- The Client shall understand that Vicmoto Motorcycle Tours, its members/employees/guides or any agent involved in, or in any manner related to the Tour, are not guardians of Client safety.
- Vicmoto Motorcycle Tours, its members/employees/guides or any agent involved in, or in any manner related to the Tour, individually or collectively, cannot be held liable in any way, for any occurrence in connection with the operation of, or Client participation in the Tour arising from the Clients conduct which might result in injury, death or other damage to any person or property.
- The Client hereby for him/herself, his/her dependants, heirs and assigns waives, releases, indemnifies and holds harmless Vicmoto Motorcycle Tours its members/employees/guides or any agent involved in, or in any manner related to the Tour against any and all claims, causes of action, or any other liability of any kind arising from the Clients voluntary activity of touring by motorcycle.

20. General Indemnity

- The Client shall read this agreement and shall fully understand the terms.
- The Client signature and payment of tour fees constitutes acceptance of the terms and conditions of this agreement.
- This agreement shall inure to and be binding upon the Parties, members/employees/guides or any agent involved in, or in any manner related to the Tour.
- The venue for any arbitration of this agreement shall be Melbourne, Victoria, Australia and the laws of the State of Victoria relating to arbitration shall apply to said arbitration.

Client:

Print Name

Signature

Dated

Vicmoto Motorcycle Tours

Print Name

Signature

Dated