



## TERMS AND CONDITIONS

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### BESPOKE CYCLE TOURS TERMS & CONDITIONS

Please read these terms and conditions carefully and in their entirety. Our acceptance of your booking with Bespoke Cycle Tours (BCT) is subject to your signed agreement to these terms and conditions as applicable to the tour you are booking with BCT. The terms and conditions at the time of your booking with BCT are the applicable terms and conditions unless otherwise agreed by you and BCT.



## **1) Reservations, Deposit & Payments**

### **a) Tour Reservations**

You may make a reservation without payment for 1-10 people for tour(s) four or more months from departure. A tour reservation is particularly suited to group bookings that requires the initiator to get the group coordinated and ready to book. The agreed reservation will be valid for a period of 10 days unless otherwise specified at the time by BCT.

### **b) Deposits & Full Payments**

A deposit of \$250 per person is required to secure your booking. Full payment is required 40 days prior to departure. If you are booking within 40 days of the tour departure date you are required to pay the full amount. (Note as BCT release unused rooms back to accommodation providers well before the tour departure date your compliance with this requirement is appreciated).

Bookings are secured with:

1. receipt by BCT of the completed Booking Form
2. receipt by BCT of your payment into the BCT nominated bank account
3. receipt by you of the BCT Booking Confirmation Form that the Booking is accepted and the Booking Form and payment have been received.

## **2. To Make a Booking**

Bookings are made by completing and submitting one booking form per person. Payment should be made by electronic funds transfer into the BCT account as specified on the Booking Form.

If we cannot accept your booking due to the tour being booked out or some other reason you will get a full refund of your payment. We will advise you within three days of your booking request if the tour or any other product or service is sold out or we cannot accept your booking. If you would like the payment to be held by BCT to secure your booking on another tour departure, please inform BCT at the time you are advised by BCT that we cannot accept your booking.

## **3. Pricing Validity**

We guarantee your tour price at the time of your booking. Tour prices are subject to change and the prices as shown on the BCT website are valid at the time of booking.

## **4. BCT COVID-19 Specific Cancellation Policy**

BCT acknowledge in this current environment a full credit or refund policy is needed for clients to have the confidence to book tours and to have peace of mind. All deposits and full payments paid to BCT are subject to this COVID-19 specific policy. Should up to 35 days pre- departure a tour need to be cancelled due to COVID-19 or should COVID-19 directly impact on the capacity of a client to participate in a tour meaning you are not allowed to travel, we will offer the following:



## *The Road Less Travelled*

1. Provide a full refund
2. credit 100% of the payment you have made to us for use on another BCT to be taken within 24 months of the date you booked
3. transfer this tour credit to anyone you choose should you request this.

If the decision to cancel the tour by BCT; or by you to cancel your booking is due to COVID-19 (as specified above) and is made within 34 days of departure a full refund of the payment will be made less any non-refundable costs incurred by BCT to secure any third-party services for the specific tour including accommodation. While BCT have long-term relationships with its suppliers we cannot guarantee that in some instances BCT may incur un-refundable costs. Excluding such circumstances our normal Terms and Conditions cancellation policy applies as stipulated on our website and within this detailed Terms and Condition Form and the Booking Form.

### **5. BCT Cancellations, Postponements and Changes**

Specific BCT tours may need to be cancelled, postponed or itineraries changed from time to time for our own requirements such as insufficient numbers on a specific tour; or due to 'Force Majeure', weather or road conditions; bush-fires or floods; availability of accommodation, vehicle breakdowns, accidents, or other circumstances beyond BCT's control or which simply cannot be foreseen.

BCT may also be forced to cancel, delay, suspend or significantly change the tour if we deem it necessary for safety or other reasons, or if we are directed to do so by regulatory authorities. If such actions are required we will keep clients informed of the situation.

Should a tour be cancelled by BCT prior to the day of the tour commencing due to such circumstances as specified above you will receive a full refund of monies paid or you may chose that all or some of the monies paid can be held by BCT as payment for a further tour if you so request.

BCT may cancel your booking and retain any payments made to cover reasonable costs incurred if:

1. you fail to make any payments when they are due and payable including full payment 40 days prior to departure
2. you breach these Terms and Conditions.

BCT recommend travel insurance cover for all clients on our tours to minimise your financial risk due to unforeseen circumstances. BCT will not be responsible for any extra costs outside of the tour price, such as airfares and other travel expenses due to a cancellation made by us. If we need to cancel a tour once the tour has commenced due to reasons as outlined above there will be no refund available to clients. This is another reason we strongly recommend that you take out travel insurance **at the time of booking** to cover you for such situations.



## **6. Cancellations by Client**

Cancellation notifications must be received in writing by BCT before cancellation will take effect. Please note that the following charges will apply on cancellation:

- |                 |   |
|-----------------|---|
| 60 days or more | 100% of monies refunded less a \$50 per person booking and handling fee                                     |
| 59 to 35 days   | 100% of monies refunded less a \$250 per person booking and handling fee                                    |
| 34 days or less | 100% of monies will be forfeited. This will also apply while on tour if due to sickness, accident or other. |

Airfares and other third-party cancellation fees are also separate to BCT. It is your responsibility. It is your responsibility to read and understand the terms and conditions that relate to your air or other travel and contact the relevant company if you require further information. We recommend that you purchase travel insurance at the time of booking and ensure that it includes coverage for cancellation fees if for some reason you are not able to travel (see Travel Insurance section below).

Refunds will be processed within 30 days of cancellation (in writing).

## **7. Your Change of Tour or Departure Date**

If you change your booking to a different tour or departure date more than 35 days prior to departure there will be a service booking charge of \$200 per person. If 35 or less days from departure any change will be treated as a cancellation with no refund. BCT will however look at each case individually and take into account matters including third-party non-refundable charges from suppliers such as accommodation providers etc. We endeavour to keep this figure as low as possible.

If you think you may need to change to tour or departure date please ring BCT at your earliest convenience to discuss options.

## **8. Variability of Standards and Facilities**

BCT is not suited to those expecting an exclusively "five star experience". By seeking out "the road less travelled" we are often restricted by the limited choice of available accommodation and thus on some occasions we might stay in places which, for instance, might have shared bathrooms or single beds. Often such places exude history, character and charm and in some cases even eccentricity, and add to the experience which BCT is endeavouring to provide. All our tours do include at least one night in high end (even 5 star) accommodation and, regardless of where we stay, we always seek out the best breakfast, lunch, coffee and dining options throughout the tour.



## **9. Limitation of Liability**

To the extent permitted by law, all guarantees, warranties, and other conditions other than those contained on or via the BCT website [www.bespokecycletours.com.au](http://www.bespokecycletours.com.au) and the consumer guarantees are excluded.

Where consumer guarantees apply under Australian Consumer Law the following applies: *'Our goods come with guarantees that cannot be excluded by the Australian Consumer Law. You are entitled to a replacement or refund for a major failure, and compensation of any other reasonably foreseeable loss or damage. You are entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.'*

Our liability for the breach of any consumer guarantee is limited (at our election) to:

1. in the case of a major failure our liability is limited to the extent permitted by Australian consumer law
2. in any other case, the supply of the tour again or payment of the cost of having the tour supplied again.

To the extent permitted by law we will not be liable in any circumstance:

1. for any personal injury or damage to property of any kind resulting from your negligence, you not complying with our instructions, you acting in contravention of our policies, or you committing an illegal act during the tour
2. any loss or damage to your property (including but not limited to your bicycle or luggage)
3. Any consequential loss suffered by you.

Our total liability to you for all claims of loss or damage arising from the tour in any way is limited to an amount equal to the amount we have actually received from you.

## **10. Travel and Cyclists Insurance**

We strongly recommend you purchase both travel and specific cyclists insurance that provides coverage including tour cancellation and costs incurred by you (e.g. airfares), lost luggage, medical expenses etc. Transportation by ambulance should also be covered. On tour we may be up to 150kms from the nearest regional hospital. Domestic travel insurance is usually less expensive than international. Some credit card travel insurances do not apply to domestic Australian travel. Purchase your travel insurance when you book your tour and your travel.

### **a. Cyclist Insurance for Accidents and Medical**

Cyclist's insurance is different to travel insurance. Cycling inevitably involves risk and can be a dangerous activity. You must be prepared for the worst. You may have an accident in training for the tour or on the tour itself. Cyclist insurance can be bought separately, or it comes with cycling memberships such as Bicycle Network Victoria, Pedal Power (ACT) or Bicycle Queensland.



## **11. Tour Preparation**

### **a) Health**

BCT tours require clients to be in good health, physical condition and to be 'cycle fit'. A recent medical check-up is advised for all clients, especially those over 65 years of age. Each client is required to provide details of any pre-existing medical conditions or disabilities at the time of booking so that we can make adequate preparations. Disclosure of this information to BCT is for your benefit and it is necessary to ensure BCT can act effectively in the case of an emergency. BCT may require you to provide an assessment of your condition from a qualified medical practitioner.

It is important to BCT and for the enjoyment all in the touring party that all clients are in such a state of health that enables them to fully participate. Note BCT has a 4 seat and 4 bike support vehicle to transfer cyclists and bikes in situations where a rider cannot or chooses not to complete a particular section of the ride for any reason.

You may also need to pay for your own transport between towns if you cannot ride as per the itinerary, and it may present a health risk to staff and other tour group members for you to be in the support vehicle. There may be other situations where extra costs are incurred and are to be paid for by the ill customer. This is to be decided by BCT on a case-by-case basis.

### **b) Tour Cycle Fitness and Safety**

All clients should be well prepared to cycle 30-60 kms per day that may include long climbs and or descents. While good aerobic fitness will underpin your ability to enjoy the tour; specific cycling fitness is most important. Clients should prepare by cycling regularly before the tour and be saddle conditioned to be on a bike seat for up to 6 hours per day. Note that electric bikes are popular with BCT clients but riders of such bikes should still be well conditioned for the distances and the time cycled each day.

Most importantly clients must be ready to ride safely on roads shared with two-way car and truck traffic. While approximately 80% of each tour is on quiet back roads, rail trails or dirt roads; there are times when relatively busy main roads are used and clients need to be confident cycling in such situations.

A bicycle helmet that complies with Australian and New Zealand standards (AS/NZS2063) must be worn at all times while cycling.

Maximising your visibility to on-coming and passing vehicles is essential. On main roads or poor light clients are advised to use a flashing white light on front and a flashing red light on the rear of the bicycle. A bright light-coloured top must also be worn. Safe riding practices are essential on-tour. Each client must apply such practices and is responsible for their own safety while cycling. If you are in doubt about road rules and best cycling practices you should study up on these matters and incorporate these into your cycle preparation for the tour.



While BCT deliberately limits tours to the milder Spring and Autumn periods clients must still be prepared for the possibility of uncomfortably hot or cold days and days of high wind. While the support vehicle mitigates the level of risk and possible discomfort associated with such conditions clients should be well prepared for such possibilities.

Clients are responsible to ensure their bicycle is in good condition and suitable for the tour.

**Contact BCT if in any doubt about this.**

### **13) Additional Health and Hygiene Expenses on Tour**

You may be liable for additional costs on top of the stated tour cost if you fall ill or have symptoms of illness that may affect others in the group. This includes (but is not limited to), paying for an additional room if you are sharing with another tour member and you become ill during the tour.

### **14) What to Bring – Documentation**

Detailed pre-departure information including joining instructions and equipment and clothing lists will be provided to each client on final payment. This information is generally provided to you no later 4 weeks prior to departure.

### **15) Privacy Policy**

The BCT Privacy Policy is detailed in full on the BCT website at <https://www.bespokecycletours.com.au/privacy-policy/> The policy includes BCT data collected, used, disclosed and stored. Please read the Policy carefully.

#### **a) Photographic and Video Records**

BCT reserves the right to take photographs or video footage during any of its tours, and use such photographic or video material for promotional and or commercial purposes.

### **16) Responsibility of Tour Leader**

The BCT leader's decisions will be final on all matters likely to affect the safety and well-being of those on the tour. This includes any decision that the Tour Leader makes about your on-going participation on the tour or certain activities that comprise part of the tour. If you fail to comply with a decision made by the Tour Leader relating to safety or group well-being, or interfere with the well-being of the group, then the Tour Leader reserves the right to terminate this contract and order you to leave the tour immediately, with no right of refund.

### **17) Feedback**

BCT encourages your feedback at any time during your experience with BCT. BCT relies on your feedback to continually evolve and enrich its itineraries. If issues or problems arise before or during your tour please alert BCT or your Tour Leader as soon as possible. If a problem is not resolved, you should write to BCT within 30 days of the end of the tour detailing the nature of the issue as well as the efforts you made to resolve the matter.