



Tour Terms & Conditions

Payment terms

A non-refundable \$500 deposit is required to reserve any tour. This is payable at the time of booking, whether it be an online booking or via a posted/faxed/mailed booking form. The balance must be received by Tour de France Travel at least 8 weeks before the start of the tour. Where a booking is made within 8 weeks of departure, the full amount of the tour cost must be paid upon booking. Payment may be made credit/debit card, direct deposit, PayPal or by cheque payable to *Tour de France Travel*.

Booking amendments

If you need to change your booking after the booking has been confirmed we will endeavour to meet your requirements if you inform us in writing. However, if the alterations requested are not possible, we reserve the right to apply cancellation charges if the change is made within 8 weeks of departure. Bookings may be transferred to another person if desired.

If, after the start of the tour (which for this purpose means the point of collection by Tour de France Travel staff) you wish to change the itinerary, accommodation, duration or any other material aspect of your holiday, Tour de France Travel cannot accept liability for any loss, damage or additional expense that you may incur and no refunds will be made.

Cancellations

If you need to cancel a booking for whatever reason once it has been confirmed, cancellation will become effective upon receipt of written notification from you, and the following cancellation charges apply:

Cancellations coming more than 8 weeks prior to the commencement of the tour will forfeit the deposit only.

Cancellations coming less than 8 weeks prior to the commencement of the tour will forfeit the entire amount paid.

Changes to holidays

If we need to make material changes to the content or terms of the tour as published before the start of the tour we will notify you as soon as possible. If you are not happy with the changed tour details you may transfer to another tour without charge if space is available. Alternatively, you may cancel your booking and we will refund in full any moneys already paid, as a full settlement.



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We also reserve the right to amend any ride itinerary or stop-over destination if circumstances arise where we deem it necessary.

If we cancel your booking

If we have to cancel a booking we will offer an alternative tour if possible. If this is not possible or acceptable to you we will refund in full any moneys already paid, as a full settlement. We will endeavour to notify you of any cancellation at least 5 weeks before the tour start date; if notification takes place after this date we will pay an additional \$200 per person in compensation for your inconvenience.

If a customer fails to make payment or by his or her behaviour necessitates the termination of the tour, Tour de France Travel reserves the right to cancel the booking, without any obligation to refund or make alternative arrangements. Tour de France Travel reserves the right to refuse a booking from, or to continue to provide services to any person if by their conduct or actions they adversely affect the enjoyment of the tour by other persons, and will be under no liability for any costs incurred as a result.

Accommodation

The cost of each trip is based on accommodation in twin- or double- bedded rooms. People requesting single rooms will be charged a single room supplement. Whilst we will endeavour to find suitable room-mates for single travellers wishing to share, we cannot guarantee that a suitable share will be available, and if this is the case the supplement will be payable. The standard of accommodation and other services are based on various factors, which are generally accepted as indicative of a certain class, however, we do not guarantee the standard, class, or fitness for purpose of that accommodation or service. Hotel ratings are those suggested by relevant local authorities and may vary from Tourist Office ratings.

Physical Health

Clients taking part in Tour de France Travel tours do so at their own risk, and if there is any doubt about their fitness or ability to take part in an activity based holiday they should consult their doctor.

Visa & Passport Requirements

Kindly note that passport and visa requirements are not the Tour de France Travel's responsibility and Tour de France Travel is not liable for any loss or expense due to a passenger's failure to comply with the above. For up to date advice on visa requirements



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for overseas travel, Australians should contact the nearest embassy or consulate of the country they intend to visit well in advance of travel. Visas may take several weeks to process.

Each person (including infants) requires a valid passport. Passports must have at least 6 months' validity from the date of your return to Australia.

Australian, New Zealand, Canadian, American and Japanese passport holders are entitled to a 90 day visitor's visa upon arrival in France. Persons of other nationalities should contact us for information regarding their visa requirements.

Travel insurance

Travel Insurance is essential to cover you against loss of deposit or final monies paid, because of unavoidable cancellation due to illness or other causes, personal baggage loss, medical expenses etc. For detailed information and prices, please contact Tour de France Travel as we can arrange travel insurance for you through our insurance provider SureSave.

Costs Not Included in the Package

Costs of passports or visas, meals and sightseeing other than those specified in the itinerary, gratuities/tips (unless stated), excess baggage charges, personal items such as phone calls, laundry and insurance are not included in the package costs.

Liability

Please note that Tour de France Travel cannot accept responsibility for any loss or damage to your personal property, luggage or other possessions, nor for any other loss, damage, inconvenience, delay, illness, fatal or other injury suffered by you as a result of making a reservation with us, unless it can be shown that the company is in breach of its contractual and legal duty. In the event of you accepting any payment from Tour de France Travel, where it involves responsibility of a third party, this will be made on condition that you assign to Tour de France Travel your rights to claim in your place, and that you fully co-operate if we wish to enforce those rights.

Health and Immigration

Participants should familiarise themselves with any health or visa requirement that may be applicable in the areas they intend visiting, and they shall be responsible for all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries visited or transited. Each person (including infants)



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Safety and Security throughout Europe

For current information and up to date travel advice on France and other regions of Europe please visit the website of the Australian Department of Foreign Affairs and Trade www.smartraveller.gov.au. You can subscribe via this site to receive email updates when there are changes to travel advisories for your destination. It is also recommended that all Australians register with the Department of Foreign Affairs and Trade via www.smartraveller.gov.au before travelling overseas, this will assist in locating you in the case of an emergency.

Bicycle Risk Waiver & Release

When booking with Tour de France Travel you agree to comply with all road rules and regulations, and all lawful instructions and directions of Tour de France Travel, its directors, officers, employees, contractors, and volunteers (collectively the Organiser) during the Tour de France Travel organised tours (the Event).

If you fail to comply with the road rules and regulations, and instructions and/or directions of the Organiser, you will not be permitted to ride or continue to ride.

You acknowledge that cycling can be an inherently dangerous activity. You recognise there are risks and hazards specifically associated with this activity, including the possibility of injury or death and loss and damage both to yourself and your possessions. When booking with Tour de France Travel you release the Organiser of any liability resulting from injury, death, loss or damage during the Event.

When booking with Tour de France Travel you understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any cycling activity. You accept full responsibility for injury, loss or damage arising from consumption of alcohol or any mind-altering substance.

If you suffer any injury or illness, you agree that the Organiser may provide evacuation, first aid and/or medical treatment at your expense and your acceptance of these terms and conditions constitutes your consent to such evacuation, first aid and/or medical treatment.

You acknowledge that you have sole responsibility for your personal possessions and sporting equipment during the Event. You acknowledge that if the Organiser performs any repairs or work on your equipment the Organiser does not warrant that work nor offer any guarantee of any kind in respect of that work.



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When booking with Tour de France Travel you, your executors, administrators, heirs, next-of-kin, successors and assigns, hereby:

1/ waive and release all claims you may have against the Organiser or any one or more of their executors, administrators, heirs, next-of-kin, successors and assigns including any or all claims for injury, loss or damages caused by negligence of any of the above arising out of your participation in the Event, together with any costs including legal fees that may be incurred as a result of such claim whether valid or not; and

2/ indemnify and hold harmless Tour de France Travel against any such claim that you or any one or more of your executors, administrators, heirs, next-of-kin, successors and assigns may have or assert and against any costs including legal fees with respect thereof

3/ acknowledge that if you were to assert a claim such claim would be subject to the exclusive jurisdiction of the laws of New South Wales, Australia.

You acknowledge you have read this assumption of risk. You fully understand its terms and that you have given up substantial rights by agreeing to it. You accept this document freely and voluntarily without any inducement made to you and acknowledge an unconditional release of all liability to the greatest extent allowed by law.

Conditions of Responsibility

Tour de France Travel give notice that all final travel documentation, tickets and coupons issued by them, or on their behalf are supplied as agents, and all arrangements for hotel accommodation, entry tickets, transport and conveyance are supplied upon the express conditions that they are not liable for any injury, damage, loss, accident, delay, sickness howsoever caused or occurring to persons or to property.

Tour de France Travel accepts no responsibility for loss or additional expenses for any failure to perform or delay if that failure or delay is due to anything beyond their reasonable control.

Should there be any disruptions or delays to any service to be provided it will be the responsibility of the passenger to contact Tour de France Travel to prevent any no-show or non-arrival charges. Tour de France Travel give notice that if passengers are attending an event that the event tickets will be subject to Conditions of Entry and Conditions of Sale. If Tour de France Travel has included such event tickets as part of a travel program/package, these conditions are available by contacting Tour de France Travel.

This clause does not exclude or limit the application of any statutory provision where to do so would contravene that statute or cause any part of this clause to be void.



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Tour de France Travel excludes all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statutory provision or cause any part of this clause to be void. Tour de France Travel liability is limited, where it is liable, to refunding the price of the service or product.

Complaints

Any complaints should be communicated to the Tour de France Travel representative as soon as it arises. Failure to notify our representative at the time, providing the company with an opportunity to rectify the cause of the complaint, may result in your loss of any legal rights in respect of the particular matter. If the issue is not resolved, then the complaint should be made in writing to Tour de France Travel at the company address or via email within 28 days of the end of your trip.

Law of Contract

These Booking Conditions are governed by the laws of Australia and any action arising under them or in any way connected with the travel arrangements may be brought only in a court in Australia, subject to any law which is expressly inconsistent with this.