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**Topbike Pty Ltd**  
 ACN: 150054345  
 ABN: 23150054345

## 2019 Topbike Tours Booking Form

To secure your place please complete this form and return it immediately with a \$1,000 deposit by filling out credit card details below or return post a cheque/money order made payable to 'Topbike' For other payment methods including direct deposit and Bpay, please contact us

<b>BLOCK LETTERS PLEASE</b>	<b>Tour Participant 1</b>		<b>Tour Participant 2</b>		
First Name					
Surname					
Passport No:					
Date of birth (or age, roughly)					
Address					
Suburb/Town					
State					
Postcode					
Country					
Home Phone					
Bus/mob phone					
Email address					
Travel Ins. policy number					
Jersey & Knicks size	J	K	J	K	
Height for bike hire	H		H		
Cycling experience					
Next of kin contact details					
<b>TOUR</b>	<b>DATES*</b>		<b>Price (\$AUD)*</b>	<b>Deposit</b>	<b>Tick</b>
Feast of Sicily 'Eat-Drink-Ride'	9/05/19 – 19/05/19		\$5,550.00	<b>\$1,000.00</b>	
Giro Tour - Italy	24/05/19 – 3/06/19		\$6,790.00	<b>\$1,000.00</b>	
Tour of Tuscany 'Eat-Drink-Ride'	4/06/19 – 14/06/19		\$5,550.00	<b>\$1,000.00</b>	
Tour of Corsica 'Eat-Drink-Ride'	6/06/19 – 16/06/19		\$6,350.00	<b>\$1,000.00</b>	
Feast of Ascension-Italian Climbs	17/06/19 – 27/06/19		\$5,450.00	<b>\$1,000.00</b>	
Feast of Ascension-Italian Climbs	20/06/19 – 30/06/19		\$5,450.00	<b>\$1,000.00</b>	
Feast of Ascension-TdF Climbs	5/07/19 – 15/07/19		\$6,150.00	<b>\$1,000.00</b>	
Giro Rosa - Womens Giro d'Italia Tour	9/07/19 – 15/07/19		\$3,450.00	<b>\$1,000.00</b>	
Base Tour, Lago Iseo 'Eat-Drink-Ride'	16/07/19 – 22/07/19		\$3,450.00	<b>\$1,000.00</b>	
Tour de France PARIS	19/07/19 – 29/07/19		\$7,390.00	<b>\$1,000.00</b>	
La Vuelta Espana – Tour of Spain	6/09/19 – 16/09/19		\$6,990.00	<b>\$1,000.00</b>	
L'Eroica tour (with Pistoia start)	27/09/19 – 7/10/19		\$5,950.00	<b>\$1,000.00</b>	
<b>* All prices and dates to be confirmed once race routes are announced</b>					
Hire bikes (full carbon, w/compact)	7/11 day tour		\$430.00/\$710.00	<b>\$350.00</b>	
Ebikes	7/11 day tour		\$490.00/\$810.00	<b>\$350.00</b>	
2019 or future year tour (please list tour name and year)					

Credit Card type: Mastercard \_\_\_ Visa \_\_\_ (Please tick) Amount to be paid \$ \_\_\_\_\_

Credit Card No: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_ Exp Date: \_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_

**Return electronically or post to:** PO Box 1717 Collingwood, Victoria 3066, Australia

**Topbike Pty Ltd (ACN 150 054 345)**

**Terms and Conditions**

The terms and conditions set out below apply to all Topbike tours unless stated otherwise in writing by Topbike Pty Ltd ("Topbike"). 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 Topbike. Unless expressly agreed to in writing, no other representation, warranty, condition or term shall form part of the Contract.
- 1.2 Topbike 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 Topbike 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. Topbike 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 \$1,000 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 Topbike 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 90 days prior to the commencement of the tour.
- 2.4 Topbike 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 90 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 booking 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 Topbike, Topbike will assume responsibility for the first 2% of the increase and any further increase will be payable by you.
- 3.2 If a surcharge is more than 10% of the tour price, you may elect to cancel the booking in writing to Topbike within 10 days of notification to you of the surcharge and obtain a full refund.

**4. CANCELLATION POLICY**

- 4.1 Anyone wishing to cancel must notify Topbike in writing by email to [david@topbike.com.au](mailto:david@topbike.com.au) (a 'delivered' receipt and a 'read' receipt should be attached to the email) or by posting the notice to Topbike's business premises. Notice of cancellation will not take effect until received by Topbike.
- 4.2 As Topbike commences incurring expenses upon confirmation of a booking, Topbike shall charge a cancellation fee which is calculated as follows:
  - a) cancellations received more than 30 days before the commencement of the tour will incur a cancellation fee of 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.
- 4.3 Any cancellation by you of additional services booked by Topbike at your request shall incur a 100% cancellation fee payable by you.

**5. CHANGES TO TOUR & MINIMUM NUMBERS REQUIRED**

- 5.1 Topbike endeavours to operate all tours as described. However, the nature of Topbike tours requires participants to allow for changes or alternatives to any aspect of the tour due to circumstances which are beyond Topbike's control.
- 5.2 Topbike reserves the right to make such changes at any time where they are deemed to be necessary by Topbike.
- 5.3 Topbike 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, Topbike reserves the right to cancel the tour and a full refund will be provided to all participants. No other compensation will be payable by Topbike to you.
- 5.4 Topbike will advise you of any major change to the tour as soon as it is reasonably possible and you may notify Topbike 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 Topbike. However, Topbike 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\*, Topbike will give a full refund less reasonable expenses incurred by Topbike. 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 Topbike to third parties and which Topbike is not required to pay, or which have been refunded by third parties.
- 5.8 Topbike 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.

\*Force majeure refers to any unusual and unforeseeable circumstance or event beyond Topbike's control, the consequences of which Topbike 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 Topbike 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 Topbike representative;
  - 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 Topbike 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 Topbike's 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 Topbike, 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 Topbike 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 potential hazards and a degree of risk associated with participating in the tour. You assume responsibility and liability for all associated risks of the tour.
- 6.4 Participation in a Topbike 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 physician before booking.
- 6.5 To ensure your safety and protection, Topbike requires helmets to be worn at all times while riding.
- 6.6 To the fullest extent permitted any condition or warranty which would otherwise be implied by law into these terms and conditions is excluded.
- 6.7 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 Topbike aims to provide a safe, enjoyable and memorable experience for all participants. However, Topbike 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:
- Topbike does not employ medical personnel. Any necessary medical care you need will be provided locally at your cost. Topbike will not be responsible or liable for the quality of the care or services that you receive;
  - For most Topbike tours there is no minimum or maximum age limit. However, given the physical demands of Topbike 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 Topbike has agreed otherwise in writing.
- 7.3 Topbike 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 Topbike representatives have a right to travel and work in a safe and enjoyable environment. Topbike 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. In such circumstances, no refunds will be given and Topbike will not be liable for any costs or claims by you.
- 7.5 You are responsible for compliance with all laws of the country or countries in which the tour operates, including all traffic regulations and drug 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 Topbike representative and take care of any bicycle 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, Topbike 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 Topbike 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.

## **9. ADDITIONAL REQUESTS, ACTIVITIES OR EXCURSIONS**

- 9.1 Any special requests should be made to Topbike when booking. While Topbike 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, Topbike is not obliged to do so and the contract for its provision shall be between you and the service provider. Topbike 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 Topbike 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 baggage, emergency repatriation and public liability.
- 10.3 You agree to indemnify Topbike against all third-party claims, actions, damages and remedies which may be brought against Topbike 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, 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 Topbike representatives and used by Topbike for any promotional purposes such as use in 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 Topbike is not responsible for any refused entry to a country because of lack of the correct passport, visa, or other travel documentation.
- 13.3 Topbike also requires information in order to make the necessary tour arrangements. Necessary details include your full name as stated on your passport, your date of birth, nationality, passport number, passport issue and expiry date, and any pre-existing medical conditions which may affect your ability to participate in the tour.
- 13.4 Any personal information that Topbike collects from you may be used for any purpose associated with arranging or operating the tour. The information may be disclosed to Topbike's agents, service providers or other suppliers in order to arrange or operate the tour. Topbike 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 Topbike 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 Topbike, you agree to pay all Topbike's costs, including but not limited to any legal costs Topbike may incur on a full indemnity basis.

**15. REGISTERED ADDRESS**

- 15.1 The registered address of Topbike Pty Ltd is 67 Little George Street, Fitzroy, Victoria 3065.

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**Please reserve \_\_\_\_\_place(s) on the tour, starting date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
I/We have noted the tour terms and conditions and agree to be bound by them.**

**Signed \_\_\_\_\_ Date \_\_\_\_\_**

**Signed \_\_\_\_\_ Date \_\_\_\_\_**