

FREEDOM WHEELS MOTORCYCLES TOURS AUSTRALIA PTY LTD

ACN 106 691 098

Inbound Tour Operator No: 3025945

TERMS & CONDITIONS

1. DEFINITIONS

1.1 "We" and "Us" means Freedom Wheels™ Motorcycle Tours Australia Pty Ltd

ACN 106 691 098 as Trustee for the Freedom Wheels Unit Trust, its successors and assigns.

1.2 "You", and "Your" means the person entering into this agreement with Us, whose name is submitted with an application to Tour with Us.

1.3 "Tour" means specialized Motorcycle Tours operated by Us throughout Australia from time to time.

1.4 "Tour Inclusions" means: -

- Coach/Taxi transfers from Your accommodation in Brisbane to the motorcycle collection point and return journey from the collection point to Your hotel at Tour end;
- Accommodation each evening for the duration of "The Tour";
- Daily meals as specified in each Tour itinerary;
- Welcome and departure dinner;
- Excess luggage storage in Brisbane;
- Harley-Davidson® Motorcycle hire for the duration of the on-road part of "The Tour";
- National and State Park permits;
- Helmet and wet weather clothing hire for the duration of the on-road part of "The Tour";
- Services of our professional Tour Guides and Leaders;
- Emergency only telephone communications;
- All Australian Government taxes including G.S.T.

1.5 "**Tour Exclusions**" means:-

- All Airport taxes and charges;
- Personal expenses including but not limited to telephone calls, laundry, souvenir purchases, medical expenses and clothing;

- Meals other than those outlined in “Tour Inclusions”;
- Drinks including alcohol;
- Personal travel insurance, accident and medical expenses, personal accident insurance;
- Cost of visa into Australia;
- Cost of license required to operate a vehicle within Australia;
- Tips, hotel portorage etc;
- Any internal Australian connecting flights or transfers from airports to or from your accommodation.

1.6 “Tour Fee” means the Tour Fee applicable for each Tour.

1.7 “Tour Leader” means the leader designated by Us to co-ordinate and lead each Tour.

2. WHAT WE DO

2.1 We will attend to the following for You:-

a) **Accommodation** - We will arrange appropriate accommodation for You in accordance with the details contained in the “Tour Overview”;

b) **Motorcycle** - We will provide You with a current or very late model Harley-Davidson® Motorcycle for Your Use throughout the duration of the on-road part of the Tour. Motorcycles supplied include a range of Touring models to the VRSC V-Rod®, but excludes Sportster® Models. The number of each available model is limited and no warranty is given by Us that You will receive the motorcycle requested in the Tour Booking Form. No warranty is provided by Us as to the suitability of each Harley-Davidson® Motorcycle to You for riding purposes.

c) **Motorcycle Repair and Maintenance** - In the event of breakdown (other than as a result of a deliberate act by You), We will endeavour to repair the motorcycle. Tour Leaders will check and monitor the performance of each motorcycle at the commencement of each day of the Tour.

d) **Replacement of Motorcycle** – If necessary, a replacement motorcycle may be substituted in the event of a breakdown. No warranty is provided by Us with respect to the type of motorcycle provided as a replacement. We will endeavour to arrange an appropriate substituted motorcycle for You. □□

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e) **Baggage** - We will securely store Your baggage not required throughout the Tour, for the duration of the on road Tour.

f) **Errors and Omissions** - We will notify You immediately of any errors, omissions or mistakes relating to the Tour, the Tour Inclusions, the Tour Exclusions, the Tour Fee and the Tour Overview.

g) **Privacy** -We will maintain Your privacy in all dealings with You. We respect Your privacy; however We may retain Your personal information from tour bookings and surveys supplied to Us. Only essential details will be provided to accommodation houses, motorcycle hirers and other entities directly associated with the Tour. We will not sell, distribute or share any details to any other organisation not associated directly with the Tour.

2.2 Changes to Itinerary

We reserve the right to make changes to the Tour where necessary. If changes are required the next most suitable arrangements will be made by Us at our discretion.

2.3 Price Guarantee

We guarantee the Tour Fee (excluding any increases in Government taxes or charges) only after the full Tour Fee has been paid by You to Us. Any increases in Government taxes or charges will be invoiced to You. Given the onerous financial commitment that We undertake to offer a Price Guarantee, We are not able to make any reduction in Tour Prices should the value of the Australian dollar strengthen against Your currency.

3. WHAT YOU WILL DO

You agree to:-

a) Pay -

(i) The Tour Fee – You must pay to Us 10% of the Tour Fee 30 days prior to the commencement of Your Tour. Note: Each Tour presented by us represents a complete “package” and as such, an itemized breakdown of component costs will not be given.

(ii) The remainder of Your Tour Fee must be paid prior to the commencement of Your Tour.

(iii) **Any further expenses** incurred as a result of any errors and omissions as outlined in clause 2.1 above

b) **Tour Exclusions** - You agree to pay for all Tour Exclusions.

c) **Transport/Accommodation** -You will comply with all terms and conditions of each transport and accommodation provider; Any changes to travel arrangements (extension of Your stay in Australia etc) will be at Your cost and will be paid by You directly through the travel provider or travel agency.

d) **Immigration/Visa** - You will be responsible for obtaining the appropriate Visa for Your entry into Australia. No refund of the Tour Fee will be provided if You are refused exit from Your country of departure, or entry into Australia.

e) **Personal Travel Insurance** - You will arrange for and pay all personal travel insurance, accident insurance and any other insurance required by You for the duration of the Tour. You acknowledge our strong recommendation for You to obtain appropriate insurances. Travel insurance should include irrecoverable cancellation costs, loss of possessions and baggage, medical evacuation, accident etc. If You elect not to take travel insurance then We will require a letter from You stating that this is Your preference.

f) **Drivers License** - You must ensure that You have the appropriate drivers license to operate a motorcycle in Australia and have a minimum of two (2) years riding on a full motorcycle license. You agree to provide Us with confirmation of this experience if requested. You acknowledge that it will be a condition of the hire of Your motorcycle that the license is provided. We will not refund any of the Tour Fee if You fail to obtain an appropriate drivers license, and as a result of that, are unable to participate in the Tour.

g) **Motorcycle Hire** -You agree to abide by all terms and conditions imposed by the motorcycle hire company engaged by Us for the purpose of hiring the motorcycle for the Tour. You are required to provide three (3) forms of identification including one (1) recent photo identification. You must be aged twenty-five (25) years or older to participate.

h) **Motorcycle Hire Insurance** - You acknowledge that the Harley-Davidson® Motorcycles are hired from a third party. You agree to lodge a deposit of AU\$2,000 for any insurance excess upon collection of the motorcycle and agree to abide fully with any terms and conditions relating to that insurance policy.

i) **Indemnity and Release of Liability** -By signing this agreement You agree to indemnify Us for all matters as outlined in clause 5 below.

j) **Fitness, Experience and Medical Condition** -You warrant to Us that You possess the skill, knowledge, confidence and experience to operate a large capacity motorcycle. You warrant to Us that You are a competent rider, capable of handling a Harley-Davidson® Motorcycle. You acknowledge that You may experience extreme weather conditions throughout the Tour and warrant that You have obtained the appropriate fitness levels and health requirements to participate in the Tour. You agree to take all necessary precautions to ensure Your on-going health and fitness throughout the duration of the Tour.

k) **Single room supplement** – You must advise us of Your requirement for single room accommodation 30 days prior to commencement of Your Tour.

l) **Laws of Australia** -You agree to abide by all laws of Australia including those relating to the operation of motor vehicles within Australia throughout the duration of the Tour. We are not responsible for any penalty or complaint incurred by, or brought against You as a result of Your failure to adhere to and comply with the laws of Australia.

m) **Safety Equipment** – You will wear all reasonable and proper safety equipment and safety apparel as required by law.

n) **Tour Rules** -You acknowledge that the Tour is a guided Tour. You agree to abide by all requests put in place from time to time by Your Tour Leader and will not depart from these requests without the express permission of Your Tour Leader or Us.

o) **Alcohol and Other Substances** -You agree that You will not be under the influence of alcohol or any other substance which would impair Your ability to operate the motorcycle, throughout the duration of the Tour.

p) **Induction Course** - You agree to participate in an induction course that will be provided by Us prior to Your departure on the Tour.

q) **Operation of a Motorcycle** - You agree to operate the motorcycle provided to You for the Tour in a safe and responsible manner.

r) **Notification of Damage** - You agree to immediately notify Us of any damage, breakdown or other fault to the motorcycle throughout the duration of the Tour.

s) **Risks of Operation of Motorcycle** - You acknowledge that motorcycle operation is a dangerous pursuit and that You may be riding the motorcycle on the opposite side of the road to that of Your homeland. You also acknowledge that the operation of a motorcycle can cause injury and death and that We are not responsible or liable for any accidents that may occur throughout the Tour.

4. CANCELLATION/REFUND

4.1 If You cancel Your participation in the Tour You must do so in writing as soon as possible and the following penalties apply:-

- (i) If you cancel 21 to 8 days prior to Your Tour departure You will forfeit 50% of Your Tour deposit.
- (ii) If You cancel 7 to 2 days prior to Your Tour departure You will forfeit 90% of Your Tour deposit.
- (iii) If you cancel within 24 hours of Your Tour departure or You are not present for commencement of Your Tour You will forfeit 100% of Your Tour deposit.

4.2 We may cancel Your participation in a Tour in any of the following circumstances:-

- a) If You fail to pay Us any monies owed for Your Tour.
- b) If circumstances beyond our control prevent Us from conducting the Tour. If We are forced to cancel the Tour due to unforeseeable circumstances, We will inform You as soon as possible of the Tour cancellation. We will refund the entire monies paid by You.

4.3 Changes to Itinerary

We reserve the right to make alterations to the Tour as required. Appropriate alternate arrangements will be made by Us at Our discretion. You understand and acknowledge that We may be forced to make changes prior to commencement of the Tour, or throughout the duration of the Tour and that We can not be held liable for any loss or damage that You may claim to suffer as a result of these changes.

5. ACKNOWLEDGEMENT, INDEMNITY AND RELEASE OF LIABILITY

5.1 By signing these Terms and Conditions You acknowledge that You have read and understand all information contained within these Terms and Conditions including all terms and conditions outlined within this clause.

5.2 You acknowledge and agree:-

- a) The motorcycling activity that will be conducted throughout the Tour will expose You to the risk of serious injury including possible death from a number of factors including mechanical equipment failure, Your own actions and the actions of other people, Weather conditions, road conditions or other factors;
- b) That You are applying to Us to partake in the Tour;
- c) That You will comply with all of these terms and conditions;
- d) That all warranties provided by You in these Terms & Conditions are true and correct;
- e) That You are prepared to participate in the Tour notwithstanding the risk of injury, death or property damage whilst participating in the Tour;
- f) It is a condition of Your acceptance to participate in the Tour that You release and indemnify Us as outlined below;

5.3 You release and indemnify Us and agree to keep Us indemnified in respect of all loss, damage, consequential loss and damage, claims, demands, proceedings, actions, claims by You against Us or any liability for death, personal injury or property damage, or any other loss suffered by You howsoever caused whether that loss, damage or otherwise is caused out of any act, default or omission on our part or on the part of our employees, servants, agents, invitees, licensees, subcontractors or consultants;

5.4 You acknowledge that “claims” includes any actions, suits, causes of action, demands, debts due, cost and expenses and other liabilities of any nature whether present, future or contingent, including but not limited to a claim arising from a negligent act or omission by Us, our employees, servants, agents, invitees, licensees, subcontractors or consultants.

6. APPLICABLE LAW

The law applicable to this agreement will be the law in the Australian State of Queensland.

Dated at this day of 200.....

SIGNED by You as confirmation of Your acceptance of these Terms and Conditions.

Signature:

Your full name:

(Please Print Clearly)

Witness signature:

Witness full name:

(Please print clearly)