

# Terms & Conditions

These conditions of booking and information set out the terms on which you contract with Johnny Warren Jamberoo Classic (JWJC). The terms and conditions shall be governed by and construed in accordance with Australian law, being subject to the jurisdiction of the Courts of New South Wales, Australia, and you and all parties named in the booking, consent to the jurisdiction of the Courts of New South Wales, Australia.

## 1. You pay an entry fee deposit

Upon making a booking you are required to pay the full amount of the total entry cost. The booking will only be confirmed following receipt of the deposit.

The receipt or banking of a deposit or the making of a provisional reservation does not imply final acceptance of a booking. Neither is a verbal quotation confirmation of the final tour cost.

Where a booking is accepted by JWJC, a confirmation invoice will be forwarded to you within 14 days of receipt of both your signed booking form and the deposit. Where a booking is not accepted, a refund of the deposit will be made.

Once your booking has been confirmed by JWJC, no variation of your booking shall be of any effect unless confirmed in writing by JWJC.

## 2. If you cancel your booking

Should you wish to cancel your booking you must do so in writing. A cancellation will take effect from the date that written notice is received at our office.

All cancellations will be subject to the following charges:

- No charge, where the booking is cancelled more than 60 days prior to the event date; or
- 100% of the full event cost where the booking is cancelled less than 30 days prior to the departure date.

## 3. Rights of admission

JWJC reserves the unconditional right to refuse a booking or to debar a person from any event at any time in the event of conduct which in the reasonable opinion of JWJC is likely to cause distress, damage or annoyance to guests, employees, property or to any third party. Cancellation charges of 100% of the event cost would apply in these circumstances.

JWJC reserves the unconditional right to refuse a booking or to debar a person who fails to advise us of a medical condition or of a disability, which prevents their full participation during an event. Failure to inform JWJC in writing at the time of making the booking, of any medical condition or disability that may prevent full tour participation, may see JWJC refuse to complete your booking or it may cancel your booking. Cancellation charges of 100% would apply in these circumstances.

## 4. Prices

You acknowledge that JWJC may impose surcharges on the price of your event cost if the surcharge is applied at least 30 days before departure. In addition, if surcharges become necessary before that time, JWJC will absorb an amount up to the first 10% (excluding insurance premiums and any amendment charges) of any surcharges that apply. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel, dues, taxes or fees chargeable for services or the exchange rates applied to the particular event. Where the surcharges amount to an increase of 20% or more on the event cost, you are entitled to cancel your entry and a full refund of all monies paid. Should you decide to cancel your booking, you must exercise your right to do so, upon written notice to us, within 14 days from the imposition of the surcharge.

## 5. Website accuracy

The information given in this website about departure dates, times, itineraries, meals, and other information has been carefully checked and JWJC believe it is correct at the time of publication.

JWJC reserve the right to make changes to the website as and when they occur.

#### **6. If JWJC alter event plans**

Information provided by JWJC is made in good faith and every care is taken to ensure its accuracy. Between publication of the event on the website and making your booking, changes can and do occur. As such, there may be occasions when an advertised facility or activity is not available during your planned event. This may be due to insufficient numbers, weather, operational or maintenance reasons.

#### **7. If JWJC cancel event plans**

JWJC make every endeavour to operate its events. In the event JWJC cancels the event before the date of departure you will have the choice of accepting the alteration or withdrawing from the event and accepting a full refund of all monies paid.

JWJC reserves the right to cancel your booking for any circumstance until such time as the final payment is due. In addition, where you default in making the final payment or where it becomes necessary to cancel the event as a result of force majeure after the final payment has been made, JWJC reserves the right to cancel your booking.

Force majeure means unusual and unforeseeable circumstances beyond JWJC control, the consequences of which neither JWJC nor its third party providers could avoid, examples of which are war or threat of war, riots, civil strife, terrorist activities, industrial disputes, malfunction or breakdown, natural or nuclear disaster, fire or adverse weather conditions, level of water in rivers or other similar events beyond JWJC control.

#### **7. Travel and transport**

Unless it is expressly stated in writing to be a part of your event booking, it is your responsibility to arrive at the agreed start point and to arrange departure at the end of the event you have signed up for. JWJC can assist in providing travel advice for arrival and departures, but is not responsible for it.

#### **8. Our responsibility**

JWJC shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of any bookings made with JWJC, where such loss, damage or injury is not caused directly by the negligence of JWJC.

JWJC does not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers. JWJC utilises the services of third party providers which are not under the direct control of JWJC and whilst JWJC takes all reasonable care in selecting these third party providers, it cannot accept responsibility for their conduct or the conduct of their representative employees or agents or any ramifications of that conduct.

Under circumstances where liability cannot be excluded, such liability is limited to the value of the total event cost.

JWJC does not accept any liability in contract, tort or otherwise, for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond the control of JWJC.

#### **9. Insurance**

JWJC consider adequate personal health insurance is essential. It is your responsibility to ensure that adequate personal health insurance is taken out by and for all persons named in your booking. It is your responsibility to ensure that your personal health insurance covers you for medical health in the event of physical injury or illness. JWJC will not be responsible if you or any party named in the booking fails to take out adequate insurance cover.

#### **10. Promotional Material**

You consent to publication, for promotional purposes, of any photos or video footage taken of you or others while taking part in any JWJC event.

## 11. Our complaints procedure

If you have a complaint during the event you must notify the Tour Leader or local representative of JWJC immediately and they will do their best to resolve the problem. Should it not be possible for the Tour Leader or local representative to resolve your complaint, you should write to us at [info@johnnywarrenjamborooclassic.com.au](mailto:info@johnnywarrenjamborooclassic.com.au). Any complaint must be received no later than 28 days after the end of your tour. Full details should be provided including your booking number and the nature of your complaint. No claim or complaint will be entertained unless you follow this procedure.

All complaints that are received are thoroughly investigated and complainants will be kept informed. Sometimes investigations can take time, especially when awaiting a response from third party providers. Whilst every effort will be made to resolve your complaint to your satisfaction, JWJC will not be liable for any claim that you may have in respect of your complaint.

## 12. Privacy Policy

JWJC is committed to protecting the privacy and confidentiality of personal information provided to JWJC. Please see the separate privacy policy on the website.

## 13. Representations and warranties

You warrant that you are of sufficient legal age (over 18 years of age) to make this booking and to create binding legal obligations for any liability that you may incur as a result of making this booking with JWJC.

You confirm that you have not relied on any verbal representations by any of JWJC staff or agents, other than what is contained in printed format when making your booking.

You acknowledge that you may not assign, delegate, transfer, convey, sub-contract or substitute howsoever, your rights, duties or obligations under this booking.

You acknowledge that participation in cycling tours involves risks. Cycling tours involves the use of public roads, used by other traffic and you are aware and accept the potential dangers of riding both on and off public roads. You acknowledge and agree that at all times you will ride safely, wear protective clothing including helmets, and will obey the rules of the road of any country where you are participating in an event.

## 14. Indemnity

You agree to indemnify JWJC against any damage, or loss suffered by JWJC or any costs incurred by JWJC resulting from your negligence or a breach by you or any other person named as a party in the booking, of the above terms and conditions.

## 15. Acceptance

Acceptance of the above terms and conditions may be in any of the following ways:

- Making a booking over the Internet.
- Making a booking by fax.
- Making a booking by post.
- Making a booking in person.

Upon making the booking you are deemed to have read JWJC booking terms and conditions, and you accept that you have the authority to bind any other person named as a party in the booking on behalf of such party.