



# Terms & Conditions Agreement

**Please note these terms and conditions relate to joining a VIETNAM MOTORBIKE TOURS organised tour.**

Please carefully read and agree to the following terms and conditions which form part of the contract you enter into by doing one of our tours.

1. The trip operator is VietAus Trade Tourism Company Limited 24/43 Hung Vuong St , Loc Tho Ward Khanh Hoa Vietnam . Trading as Vietnam Motorbike Tours
2. A deposit of \$500.00 is required to establish and hold a reservation. The full balance is due and payable thirty (30) days prior to the tour. Your booking may be considered cancelled should the full balance not be received by Vietnam Motorbike Tours by that time.
3. Should you have to cancel your trip we must receive notice in writing. If this is received more than ninety (90) days prior to departure, 50% of your payment will be refunded, or up to 100% at our discretion. If received with less than ninety (90) days notice any refund will be solely at our discretion. In the circumstances we strongly recommend that you obtain trip cancellation insurance from an insurance company. Please note your \$500.00 deposit is not refundable.
4. You are responsible for ensuring that you are fit and healthy enough to participate in your tour. We reserve the right to insist on a medical certificate from your doctor stating that you are in a suitable condition.
5. We reserve the right to cancel any tour if the number of participants booked does not meet the minimum requirement to operate the trip. Should that occur your payment will be refunded in full if we are unable to transfer you to another trip to your satisfaction.
6. The tour leader has the sole discretion to alter the itinerary should it become necessary due to weather, local conditions, politics or various other reasons. No refund will be considered in the event of any such changes.
7. Vietnam Motorbike Tours take no responsibility for any flight delays or scheduled changes at any stage throughout the trip. In the event of any such change no refund will be considered.
8. Vietnam Motorbike Tours insists that the participant takes out a personal travel insurance policy and will request proof of same. It is the participant's responsibility to ensure suitable insurance cover is taken out prior to commencement of the trip.
9. Vietnam Motorbike Tours is not responsible for participant's personal effects if they are lost, stolen or destroyed. Vietnam Motorbike Tours cannot be held liable for any such loss



irrespective if personal items are being carried on the Vietnam Motorbike Tours support vehicle / bike or lost during a shipment organised by Vietnam Motorbike Tours

10. Vietnam Motorbike Tours is not responsible for any accidents. It is agreed and understood that neither Vietnam Motorbike Tours nor it's agents are the guardians of any customer safety and that they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the tour which might result in injury, death or other damage to the customer, his property or his family heirs or assigns.

11. The motorcycles are provided by Vietnam Motorbike Tours and the cost is included in the tour costs. Vietnam Motorbike Tours will attempt to provide the trip participants with the model of motorcycle confirmed to the participant. If after having confirmed the model of motorcycle requested Vietnam Motorbike Tours finds that it is necessary to substitute a different model Vietnam Motorbike Tours will notify the participant as soon as possible. If the participant does not wish to accept the proposed substitution the participant may cancel the trip without penalty and the deposit will be refunded.

12. Unexpected and uncontrollable situations may require last minute substitution of a motorcycle including after the trip has begun. This may include but is not limited to mechanical failure, collision, damage and theft. In this circumstance Vietnam Motorbike Tours reserves the right to substitute the type of motorcycle confirmed. Should Vietnam Motorbike Tours not be able to replace a motorcycle with the confirmed type or similar a prorated refund for the difference in models if any will be refunded to the participant.

13. The motorcycle that Vietnam Motorbike Tours includes limited 3rd party damage cover limited that will not exceed \$4000.00 USD. The participant will be liable for the first US \$2,000.00 worth or any damage to the motorcycle deemed by Vietnam Motorbike Tours to have been your responsibility. The term 'damage' is to exclude reasonable wear and tear. Minor blemishes or paint chips caused by gravel, stones and insects are considered normal wear and tear however damage or scratches caused by an accident, dropping a motorcycle or riding it through bushes and flooding bikes is not considered normal wear and tear. The participant may choose to limit their exposure to the initial US \$2,000.00 through the purchase of our Excess Reduction Policy (ERP). This policy operates to reduce the excess to an amount of US \$200.00 by payment by the participant of a fee of US \$30 per day for the duration of the tour. The participant may exercise this option at the time of booking. Once the tour commences the participant will be unable to exercise this ERP option.

14. If a participant operates a motorcycle after drinking an alcoholic beverage or using mind altering drugs the rider will incur unlimited liability for damage to the motorcycle. Vietnam Motorbike Tours is not obliged to replace a motorcycle damaged by a participant in these circumstances.

15. Participants who intend to operate a motorcycle provided by Vietnam Motorbike Tours must



be at least 25 years old and must have a valid motorcycle operator license. Participants must also attest that they have at least 2 years of experience operating a motorcycle of similar size or larger than the motorcycle that will be provided by Vietnam Motorbike Tours .

16. If the participant does not comply with local traffic laws, or does not practice safe group travel practices as described by the tour leader and by guidelines provided by Vietnam Motorbike Tours the agreement with the rider may be cancelled and riding privileges will be suspended. Riding privileges will be suspended from anyone under the influence of drugs or alcohol. Participants agree to refrain from alcoholic beverages until the motorcycles have been parked for the night.

**ACCEPTANCE OF TRIPS TERMS AND CONDITIONS**

I understand that I will be required to sign a Release and Waiver Form before I can participate with Vietnam Motorbike Tours . I have read and accepted the terms of conditions of Vietnam Motorbike Tours. I am aware that motorcycling can be dangerous. I am aware that traffic conditions, roads, weather and other conditions as well as the actions of other members of the trip can influence the risks. I agree to accept those risks.

I am an experienced responsible and healthy motorcyclist with a valid motorcycle driver license. As a passenger I am aware of the potential dangers of motorcycling.

I further agree and understand that the owners, operators and agents of this trip, including Vietnam Motorbike Tours, are not the guardians of my safety. They, individually or collectively, cannot be held liable in any way for any occurrence in connection with the operation of my participation in the trip which might result in injury, death or other damage to me, my property or my family heirs or assigns.

Name: \_\_\_\_\_ DATE: \_\_\_\_\_ WITNESS NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGN: \_\_\_\_\_ WITNESS SIGN: \_\_\_\_\_