

TERMS AND CONDITIONS

The Terms and Conditions outline the mutual obligations and responsibilities that will ensure that your experience is enjoyable, safe and memorable. By completing and submitting the Booking Form (Annex 1), you agree to be bound by these terms and conditions, forming a contract between Vagabond Group Pty Ltd, trading as Vagabond Moto, and yourself.

Please read the following terms and conditions carefully to ensure you are fully aware of your commitments and the services you can expect from us.

1. RESERVATION AND PAYMENT

- 1.1 To secure your reservation, a non-refundable deposit amounting to 20% of the total tour cost is mandatory. This deposit must be submitted to Vagabond Moto at the completion of your reservation.
- 1.2 For bookings made less than thirty (30) days before departure, the full payment is required immediately at the time of booking. Your reservation will be officially confirmed once the deposit has been processed and cleared.
- 1.3 Availability of spots and specific vehicle models is limited and will be assigned on a first-come, first-served basis.
- 1.4 Vagabond Moto retains the discretion to decline a reservation based on factors including, but not limited to, an individual's health and fitness levels or riding or driving experience. In such instances, any payments made will be fully refunded.
- 1.5 The complete payment for the tour must be settled no later than thirty (30) days prior to departure. Failure to pay the full balance by this deadline may result in the cancellation of your booking.
- 1.6 Should you have specific requirements, such as requesting single accommodation, additional charges apply, it is imperative that you inform

Vagabond Moto at the time of your booking. Please note that the ability to accommodate special requests is not guaranteed and does not form a contractual obligation under these terms and conditions. Vagabond Moto will not be held liable if it or its third-party providers are unable to fulfill such requests.

- 1.7 A refundable Damage Security deposit of \$2,000AUD is required before your departure (if the hire bike option is chosen), and you must hold a valid motorcycle or international driving license. This deposit acts as a safeguard and will be refunded in full upon the return of the motorcycle in its original condition, barring any significant damage due to theft, accidents, or negligence. If the repair costs are below the deposit amount, the remaining balance will be returned to you less any processing fees. Conversely, if the damages exceed \$2,000AUD, you are liable for the additional expenses. Repair expenses will also cover any transport and handling costs related to the movement of a motorcycle damaged during the tour. All listed prices are in Australian Dollars (AUD) and include a 10% Goods and Services Tax (GST). The Damage Security Deposit will be charged to your credit card at the start of the tour.

2. CANCELLATION BY PARTICIPANT

- 2.1 To cancel your participation in the tour, it is imperative that you provide Vagabond Moto with reasonable written notification.
- 2.2 The 20% deposit is non-refundable if you cancel before the final payment is due. If cancellation occurs after the final payment has been processed, refunds will be issued according to the following schedule based on the time of cancellation prior to the scheduled departure:
 - a. More than twenty-one (21) days: 75% of the total cost is refunded.
 - b. Between twenty-one (21) and fourteen (14) days: 50% of the total cost is refunded.

- c. Between fourteen (14) and seven (7) days: 25% of the total cost is refunded.
- d. Less than seven (7) days: No refund is provided.

3. CANCELLATION BY VAGABOND MOTO

Vagabond Moto reserves the right to cancel any tour prior to departure under the following conditions:

- 3.1 If the number of participants does not reach the minimum required to feasibly operate the trip.
- 3.2 In the event of terrorism, natural disasters, political instability, or other external events that make it impractical or unsafe, at Vagabond Moto's discretion, to proceed with the planned itinerary.

In such instances, if Vagabond Moto is unable to accommodate you on an alternative trip that meets your satisfaction, we will issue a full refund of all payments received from you.

Vagabond Moto disclaims any liability for incidental expenses incurred in anticipation of the trip, including but not limited to costs associated with obtaining visas, vaccinations, non-refundable travel insurance premiums, or airfare.

4. PRIVACY

- 4.1 For the purpose of delivering our services effectively, Vagabond Moto requires the collection of certain personal details from you, which may include sensitive and health-related information.
- 4.2 This information will be shared only with Vagabond Moto's service providers to the extent necessary for the provision of services and will not be utilized for any other purposes.

- 4.3 Vagabond Moto's Privacy Policy outlines the types of information collected, how you can access this information, and the procedures for resolving any complaints. This policy is available on our privacy policy page. By submitting your personal information to Vagabond Moto, you consent to the collection, use, and disclosure of your information in accordance with our Privacy Policy.

5. IMAGE AND LIKENESS

By participating in our services, you authorize Vagabond Moto to capture photographs and videos of you. You grant Vagabond Moto the rights to copyright, use, and publish your image and likeness in both print and electronic formats for marketing and promotional purposes. If you prefer not to be photographed or recorded, please notify a Vagabond Moto representative before your trip begins.

6. TRIP TERMS AND CONDITIONS

Vagabond Moto is the designated tour operator. It is imperative that you thoroughly review and accept the terms and conditions outlined below, as they constitute an integral part of the agreement binding you upon availing our services. By reserving a service with Vagabond Moto, you confirm that you have perused, comprehended, and consented to these terms and conditions:

6.1 Deposit and Payment Terms

A 20% non-refundable deposit is mandatory at the time of reservation. The complete payment must be made at least sixty (60) days before the departure date. Failure to pay the full amount to Vagabond Moto by the specified deadline may result in the cancellation of your booking.

6.2 Modifications and Cancellation Charges

Any alterations or cancellations to your booking will incur fees and additional charges. These may amount to up to 100% of the booking cost, irrespective of whether travel has begun or not.

- 6.3 Changes to personal documents such as passports, driver's licenses (including International Driving Permits), or other travel documents after tickets and permits have been issued will result in re-issue fees charged by airlines and other authorities. These fees will be transferred to you. It is your duty to provide Vagabond Moto with accurate documentation no less than ninety (90) days before your departure.
- 6.4 Once the tour has commenced, no refunds will be provided for cancellations, nor for any unused portion of the itinerary, accommodations, or services.
- 6.5 Should you fail to start the tour, join it after it has begun, or leave before its completion due to any reason, including illness, accidents, or personal issues, no refunds will be issued. Furthermore, Vagabond Moto will not be liable for any compensation relating to services or items not utilized.
- 6.6 Vagabond Moto disclaims responsibility for any incidental expenses incurred due to delayed arrival or early departure. This includes, but is not limited to, additional lodging, airfare, or any associated costs of rejoining the group, which are your sole responsibility

7. HEALTH AND FITNESS

- 7.1 You are responsible for ensuring that you are fit and healthy enough to participate in your selected tour and you agree to disclose any relevant medical conditions at the time of booking.
- 7.2 Vagabond Moto reserves the right to insist on a medical fitness certificate from your doctor stating that you have a suitable level of health and fitness to participate in its tours.
- 7.3 You must ensure that you are aware of any health requirements for your travel and ensure that you carry all necessary vaccination documentation. You must check with your local doctor or specialist travel vaccination clinic.

- 7.4 You agree that should you be affected by any sickness, serious injury or other change in circumstances that Vagabond Moto, or its representatives, can arrange any urgent medical treatment or emergency evacuation as deemed necessary for your safety and that all such costs will be borne by you and your travel insurer.

8. TRAVEL & AMBULANCE INSURANCE

- 8.1 Travel insurance is mandatory on any Vagabond Moto sanctioned "tour or "event" to mitigate any financial losses due to personal injury that may occur before or during the tour and avoid bearing the full costs should you need to cancel due to illness, injury, or any medical conditions.
- 8.2 Although our tours are insured against public liability, we encourage participants to obtain their own personal insurance. The full payment must be completed four weeks prior to the start of the tour, beyond which point no refunds are provided for cancellations. It is essential to secure travel insurance that covers the cost of the tour in the event of cancellation. Please meticulously review the terms and conditions of your travel insurance policy to confirm its appropriateness for your needs and comprehensive coverage for the tour.
- 8.3 Ambulance cover is mandatory for any Vagabond Moto sanctioned "tour" or "event". Please meticulously review the terms and conditions of your travel insurance policy to confirm ambulance cover is part of your policy and its appropriateness for your needs and comprehensive coverage for the tour.
- 8.4 By agreeing to these terms, you acknowledge that Vagabond Moto shall not be held liable for any decisions made by your travel insurance provider.

9. PASSPORT AND VISAS

International guests must ensure they have a valid passport and secure all required visas, permits, and certificates. It is crucial that your passport remains valid for at least six months beyond the end of your trip. Vagabond Moto will not be liable for compliance with these documentation requirements or for any refusal of entry by the destination country or countries. Any financial losses stemming from insufficient documentation will be borne entirely by the guest.

10. AUTHORITY ON TOUR

- 10.1 The trip is managed by the tour/ride leader, which may include guest or celebrity leaders as applicable.
- 10.2 The tour leader's decisions are final regarding all aspects of participants' safety and well-being, including assessing the riding/driving capabilities of participants and altering the itinerary for reasons deemed to pose a risk to group safety. Such reasons might include, but are not limited to, unforeseen events as described in clause 9.2, whether related to weather, local conditions, political situations, or other factors. No refunds will be issued for changes made under these circumstances.
- 10.3 The tour leader has the authority to dismiss a participant from the tour. Should you not adhere to the tour leader's decisions, or if you compromise the safety or well-being of the group, the tour leader may require you to leave the tour. In such instances, no refund will be granted. Additionally, should you be removed from the tour, Vagabond Moto bears no responsibility for any subsequent travel costs or other expenses incurred.

11. CHANGE OF ARRANGEMENTS

- 11.1 You recognize that travel with Vagabond Moto demands flexibility, good humor, and an understanding that the itinerary, accommodations, and transport may change, even after the journey has begun, without prior notification due to local circumstances or unforeseen events. These changes could arise from safety concerns, acts of nature, poor conditions, vehicle failures, or other situations detailed in clause 13.3 that are outside the control of Vagabond Moto.
- 11.2 Vagabond Moto retains the right to modify any aspect of the travel arrangements described on the website if deemed necessary. In such instances, Vagabond Moto will strive to provide alternatives that maintain the same standard, quality, and duration as the planned itinerary. Should these changes occur, you reserve the right to cancel your tour, subject to the cancellation fees stipulated in the Booking Conditions and Trip Terms and Conditions.
- 11.3 Vagabond Moto is not liable for any diminished travel enjoyment, delays, or compensation resulting from events beyond its control. Furthermore, Vagabond Moto will not cover any incidental costs that may arise due to these changes, including but not limited to additional accommodation, medical evacuation, repatriation expenses, or changes in airfare costs. You are responsible for covering these costs.
- 11.4 Vagabond Moto has taken all reasonable steps to ensure that the information concerning the itinerary is accurate at the time of booking. Nonetheless, the itinerary may be subject to changes by third-party service providers. Vagabond Moto will make every effort to inform you of any significant adjustments prior to your departure.

12. ACCEPTANCE OF RISK

- 12.1 You recognize that this trip is adventurous by nature, and choosing to participate comes with inherent personal risks. You understand that typical travel risks, combined with the unique dangers of adventure travel and motorcycling or 4x4 travel, may lead to personal injury, death, or loss of or

damage to property. You willingly accept these risks as part of your decision to engage in this tour or expedition.

- 12.2 Motorcycling and driving entail significant risks due to variable traffic conditions, road quality, weather, and the behavior of other trip members, all of which can affect the level of risk.
- 12.3 You confirm that your choice to undertake this journey is made after thoroughly considering this information, and you are fully aware of and accept the personal risks involved.
- 12.4 Prior to your participation in a Vagabond Moto tour or expedition, you will be required to sign a Release and Waiver Form, acknowledging these conditions and your acceptance of the associated risks.

13. LIMITATION OF LIABILITY

- 13.1 To the fullest extent allowed by law, Vagabond Moto disclaims all liability for any costs, expenses, losses, or damages of any nature whatsoever (including, but not limited to, damage to property, physical and psychological injury, economic loss, disappointment, or inconvenience) that may arise directly or indirectly from the provision of goods or services by Vagabond Moto, its agents, employees, subcontractors, or third-party suppliers
- 13.2 Vagabond Moto assumes no responsibility or liability for any actions, lack of actions, or defaults of third-party service providers such as airlines, hotels, sightseeing services, shipping services, transfer services, and vehicle rental services, regardless of whether these are negligent or otherwise, and over whom Vagabond Moto has no direct control.
- 13.3 Vagabond Moto will not be held liable for compensation if its contractual obligations are hindered, delayed, or disrupted by circumstances beyond its control. Such events may include, but are not limited to, changes in laws or regulations, directives from governments or public health authorities due to health crises (including COVID-19), acts of war, threats of war, insurrections, civil disturbances, political unrest, terrorist activities, riots, acts or advice from

government or port authorities, industrial disputes, border closures, natural or nuclear disasters, fires, chemical disasters, adverse weather conditions, and unstable river or sea conditions.

- 13.4 Vagabond Moto is not responsible for the loss, theft, or damage of personal effects, regardless of whether these items are carried on Vagabond Moto vehicles or lost during shipping arranged by Vagabond Moto.
- 13.5 Vagabond Moto is not liable for any accidents. It is agreed and understood that Vagabond Moto, its agents, employees, subcontractors, suppliers, tour leaders, and support vehicle drivers are not responsible for the safety of any customer and cannot be held liable for any event that may result in injury, death, or other damage to the customer, their property, or their family, heirs, or assigns.
- 13.6 These terms do not intend to restrict, exclude, or modify any mandatory statutory consumer rights under the Competition and Consumer Act 2010 (Cth). However, Vagabond Moto's liability for a breach of any such implied condition or warranty is limited to the resupply of the goods and services or the payment of the cost of having the goods and services supplied again.

14. VEHICLE SUPPLY

- 14.1 Vehicles are supplied by Vagabond Moto and are included in the tour price for our fully inclusive tours unless you opt for the BYOB (Bring Your Own Bike) option.
- 14.2 Vagabond Moto will endeavor to provide the vehicle model specified in your booking. Should it become necessary to substitute a different model before departure, Vagabond Moto will inform you promptly. A refund for any price difference between models will be issued if applicable. If you are not satisfied with the substitution, you have the option to cancel your tour, subject to the cancellation fees detailed in the Booking Conditions and Trip Terms and Conditions.

- 14.3 Situations that are unforeseeable and beyond control may necessitate a last-minute vehicle substitution, either before or during the trip, due to reasons including but not limited to mechanical failures, accidents, theft, or damage. Under such circumstances, Vagabond Moto reserves the right to replace the confirmed vehicle model with a different one. If an equivalent model is unavailable, you will receive a prorated refund reflecting the difference in models, adjusted for any relevant costs.
- 14.4 The vehicles provided by Vagabond Moto for your use are fully insured; however, you will be responsible for any fines, penalties, or excess damage not classified as normal wear and tear, as determined by Vagabond Moto. This will be deducted from your security deposit as outlined under clause 1.7. Damage does not include minor wear such as paint chips or blemishes from gravel, stones, or insects, but does include damage or scratches resulting from accidents.
- 14.5 You are solely responsible for the vehicle's ignition keys and GPS unit during the tour or expedition. If keys are lost or stolen due to negligence or failure to adhere to the instructions of the tour leader, you will bear the cost of their replacement.
- 14.6 You are solely responsible for any loss or damage to the hire vehicle during the term of the "tour or "event" when in your possession.

15. RIDING OR DRIVING YOUR OWN VEHICLE

- 15.1 On certain tours, Vagabond Moto offers the option to 'bring your own' vehicle. You are responsible for ensuring that your vehicle is suitable and meets all necessary roadworthiness requirements for participation in the selected tour or expedition. This includes adherence to all relevant laws, regulations, and codes concerning the registration and operation of road vehicles.
- 15.2 Vagabond Moto reserves the right to reject the use of your vehicle if it deems the model unsuitable for the terrain or if the vehicle fails to meet

roadworthiness standards. This decision can be made at any point up until the commencement of the tour and is final.

- 15.3 In cases of an accident or breakdown where your vehicle cannot continue the journey, no refunds will be issued, nor will Vagabond Moto provide compensation for any services or items not used, such as spare parts, tires, accommodation, excursions, airport transfers, and airfares.
- 15.4 Vagabond Moto has no obligation to transport your vehicle to the start or endpoint of the tour.
- 15.5 Vagabond Moto assumes no responsibility for any actions, failures, or defaults of any shipping company it employs to transport your vehicle, over which it has no direct control.
- 15.6 Vagabond Moto will not be liable for any damage or loss to the vehicle, its parts, or any other items transported with your vehicle during shipping or port-to-port transit, nor will compensation be provided.
- 15.7 No refunds will be issued, nor will Vagabond Moto provide compensation for any services or items not used due to the late arrival of your vehicle at the tour start point, including but not limited to accommodation, airport transfers, and internal flights.
- 15.8 Vagabond Moto is not liable for any incidental expenses you may incur due to the late arrival of your vehicle, such as additional accommodation, airfares, or costs associated with re-joining the group.

16. YOUR RESPONSIBILITIES AS A PARTICIPANT

- 16.1 As a participant in a Vagabond Moto tour or expedition, you agree to adhere to the safety guidelines set by Vagabond Moto and its tour leaders and accept the following terms and conditions.

- 16.2 You must ensure that your ability to safely participate in the tour is not compromised by the consumption of alcohol or drugs during your personal time. You are to abstain from consuming alcoholic beverages until all vehicles are parked for the evening. If you feel impaired by alcohol or drugs, you must inform the tour leader, as such impairment can jeopardize your safety and that of others. Anyone found to be under the influence will have their riding or driving privileges immediately suspended.
- 16.3 Operating a vehicle under the influence of alcohol or drugs will make you fully liable for any damage, liability, or loss caused to people, property, or equipment. This includes any vehicle provided by Vagabond Moto, which the company is not obligated to replace if damaged under these conditions.
- 16.4 To operate a vehicle on a Vagabond Moto tour, participants must be at least 18 years old and possess a valid motorcycle operator license if participating in motorcycle tours. You must also declare that you have at least two years of experience operating a motorcycle of a similar size or larger than the one provided by Vagabond Moto.
- 16.5 You are required to comply with all applicable local laws and regulations, including any government directives or public health orders pertaining to COVID-19.
- 16.6 Failure to adhere to local laws, regulations, or safe group travel practices as outlined by the tour leader and Vagabond Moto may result in the termination of your participation agreement. In such cases, Vagabond Moto will cancel all associated riding or driving privileges. You agree to bear all costs and expenses related to the termination, cancellation, and any necessary repatriation arrangements.

17. INDEMNITY

You agree to indemnify Vagabond Moto against all costs and expenses it incurs, including but not limited to losses, claims, damages, liabilities, fines, and penalties, to the extent that these are caused or contributed to by your actions or omissions.

Vagabond Moto is entitled to seek reimbursement under this indemnity prior to making any payments for which the indemnity applies.

18. GOVERNING LAW AND JURISDICTION

Should any disputes arise concerning your agreement with Vagabond Moto, they will be governed by the laws of Sydney, Australia. You irrevocably and unconditionally agree to submit to the exclusive jurisdiction of the courts of Sydney, Australia, and you waive any right to object to proceedings being initiated in these courts.

19. AMENDMENTS

Vagabond Moto may at any time and, in its absolute discretion modify or amend the terms and conditions upon which goods or services are supplied to you including these terms of use and such modifications will be binding upon once displayed on the Vagabond Moto website (www.vagabondmoto.com). You should regularly check the terms and conditions displayed on this website.

20. ENTIRE AGREEMENT

These terms and conditions shall be read together with the Release and Waiver of Liability Policy, Privacy Policy and these documents together form the entire agreement between you and Vagabond Moto concerning the subject matter hereof. To the extent of any conflict or ambiguity between them, the Release and Waiver of Liability Policy shall prevail. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding unless reduced to writing and signed by the parties.

NAME OF PARTICIPANT:
SIGNATURE:
DATE: