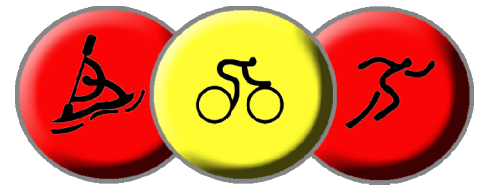


# Sierra Sports & Tours



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## **TERMS & CONDITIONS**

Please read the following Terms & Conditions carefully. By booking with us and paying the non-refundable deposit or full payment, you acknowledge that you have read, understood and agree to be legally bound by these Terms & Conditions. Sierra Sports & Tours may amend these terms and conditions at any time. All amended Terms & Conditions shall be effective upon being posted on our website ([www.sierrasportsandtours.com](http://www.sierrasportsandtours.com)). We recommend you regularly check the website for any changes to the Terms and Conditions. If you have paid a tour deposit or full payment, SS&T will notify you as soon as possible of any changes.

### **Tour Operator & Travel Agent Disclaimer:**

Sierra Sports & Tours is a tour operator - we do not operate as a Travel Agent. We are a registered Spanish business (NIE: Y1839663E). The business was first started in Australia (Nov 2010) and still has very strong client links in Australia. As such, we work in conjunction with Pellegrino Travel Agency a licensed Australian travel agent (No: 31685). Any client who wishes to pay Sierra Sports & Tours for tour services in \$AUD will make payment directly to Pellegrino Travel Agency and be protected by their travel agency registration.

The tour participant acknowledges that Pellegrino Travel Agency is only responsible for the following components and will hold harmless Pellegrino Travel Agency in relation to any other aspect:

1. Receipt of tour participant payments in \$AUD
2. Any additional pre or post tour travel related matters organised directly through Pellegrino Travel Agency

Specific tour related matters, including but not limited to, airport pick-ups and drop-offs in Europe; tour itinerary and logistics; tour inclusions such as excursions, culinary experiences and welcome packs; tour extras including bike hire and itinerary changes or omissions are the sole responsibility of Sierra Sports & Tours.

### **Booking, Deposit and Balance of Payment:**

All reservations for a tour shown herein are to be made directly with Sierra Sports & Tours via our online website booking form. SS&T will notify you accordingly if there is availability on the tour. If there is tour availability we will give you 7 days from the date of our notification, to pay a non-refundable deposit (25% of the total tour price). If we do not receive the deposit within the allocated timeframe then we reserve the right to cancel your place on the tour. Reservations will not be confirmed until the deposit is received. Deposit payment is non-refundable and the final payment is due 90 days prior to the tour start date.

Reservations made within 90 days of the tour start date must be paid in full. Failure to pay the full amount by the due date may result in a late payment fee or cancellation.

All invoices are prepared in Euro (€) in accordance with *Spanish Real Decreto 1619/2012 (Reglamento de Facturacion), Articulo 12, 1.*

1. Payments in Euro (€): We accept payment in Euro (€) by bank transfer or via PayPal to our nominated Spanish bank account.
2. Payments in AUD (\$): We also accept payment in AUD (\$) to the nominated Pellegrino Travel Agency Australian bank account. Any deposit or final tour payment will incur a \$AUD 50 processing fee. In such cases, the deposit payment invoice will be prepared in Euro and converted to \$AUD using the EUR/AUD exchange rate as recorded on the Banco de España (Bank of Spain) website on the day we receive the completed booking form. This exchange rate process is in accordance with *Spanish Real Decreto 37/1992, Articulo 79*. The final payment invoice will also be prepared in Euro (€) and converted to \$AUD following the same procedure used for the deposit payment. The EUR/AUD exchange rate applied for the final payment will be taken from the day we receive written notification from the client stating their desire to make final payment. Otherwise the EUR/AUD exchange rate applied for the final payment will be taken from 90 days before the tour departure date. When paying the Pellegrino Travel Agency Australian bank account there are no additional charges for direct deposit payments made in \$AUD. Payments to Pellegrino Travel Agency by credit card (VISA/MASTERCARD) attract an additional 2% processing fee and payment by American Express an additional 3% processing fee.

Note: To review official EUR/AUD exchange rates from the European Central Bank you should visit the following Bank of Spain website link:

<http://www.bde.es/webbde/es/estadis/infoest/tipos/tipos.html>

1. Click: Tipos de cambio
2. Click: 1.1 - Cambios oficiales del euro del BCE
3. Click: Cuadro TC.1.1

### **Booking Amendments and Transfers:**

For any amendments to your travel arrangements after the due date for final payment, a fee may be charged per person. Amendment fees are not charged for upgrades, unless new documents need to be reissued.

Should you wish to transfer your booking, you will need to contact us by writing and provide participant transfer details. A transfer fee of \$150 per person will be charged to your account. In addition, the new tour participant will need to forward us the completed booking form and travel insurance policy prior to tour departure. Failure to meet these requirements might result in you losing 100% of all monies paid. Any new participants will also need to satisfy us that they are in good health and they have an acceptable level of cycling experience and fitness to participate in the tour.

### **Tour Cancellation Fees Policy:**

Sierra Sports & Tours recommends that all participants take out cancellation insurance at the time of paying their deposit due to the following possible cancellation scenarios:

1. Cancellation by Sierra Sports & Tours before the tour commencement date:

Under the following circumstances we reserve the right to cancel a tour:

- The minimum tour numbers required are not achieved (see item 4 below)
- Natural disasters such as earthquake, fire, flooding, etc
- Political unrest or circumstances amounting to force majeure

Should we cancel a tour before the tour commencement date you will be entitled to a full refund of all monies paid. Sierra Sports & Tours will not be liable for any additional costs incurred. SS&T is not responsible for any other travel arrangement affected due to our cancellations.

2. Cancellation by Sierra Sports & Tours during a tour:

Under the following circumstances we reserve the right to cancel a tour or part of a tour:

- Natural disasters such as earthquake, fire, flooding, etc
- Political unrest or circumstances amounting to force majeure
- Storms, excessive rain, inclement weather, winds or other 'Acts of God' which pose significant safety concerns in the opinion of our representatives and/or agents

Should any of the above listed scenarios occur and result in us cancelling the tour or part of a tour you will not be entitled to any monetary refund. We will, however, make all attempts to organise alternative activities where possible.

3. Cancellation by Participant:

Should you need to cancel your tour please notify Sierra Sports & Tours in writing as soon as possible. The cancellation date will be effective on the date of receipt by SS&T.

Cancellation Fees, applicable on a per person basis, are listed below:

- More than 150 days of scheduled tour departure: 70% refund;
- Between 121-150 days of scheduled tour departure: 50% refund;
- Between 91-120 days of scheduled tour departure: 30% refund;
- 90 days or less prior to scheduled tour departure: No refund.

Please note: Deposits are non-refundable and there is no refund for unused portions or unused services of the holiday. Penalties and fees imposed by our suppliers may be additional and if imposed, will be deducted from the above refunds.

3. Minimum Group Numbers:

All tours are subject to a minimum number (6), unless otherwise specified. If the minimum number of participants is not reached, the tour may be cancelled with all monies paid refunded. Sierra Sports & Tours will notify each participant 30 days before the tour commencement date if minimum numbers have not been achieved.

If the minimum numbers are not achieved we may decide to re-price the tour or modify the services to accommodate a smaller group. If you decide not to proceed, all monies will be refunded. Or you may choose to continue with the itinerary with an increase in tour price.

**Tour Prices:**

All quoted prices are per person and are land based only, including twin/double occupancy (two participants sharing a hotel room) and include planning, handling and operational charges. All tour prices are provided in Euro (€). Sierra Sports & Tours reserves the right to adjust tour prices to cover changes in costs, tariffs and taxes received after prices are published. SS&T is under no obligation to give breakdown costs involved in any tour. Should any increase of the tour price be unacceptable to the participant, a full refund will be paid.

### **Inclusions in the Published Tour Price:**

Inclusions for each specific tour are provided on our web-page at [www.sierrasportsandtours.com](http://www.sierrasportsandtours.com).

#### **Baggage:**

Tour prices include the handling of one piece of baggage per person (Baggage limit of 20 kilograms per person excluding bike). Baggage and personal effects are at the owner's risk throughout the tour. Please also check with your international carrier for other baggage restrictions applicable to your international and/or domestic flights.

### **Exclusions in the Published Tour Price:**

The tour price does not include international air or transport fares prior to or post tour, costs associated with obtaining passports and visa fees; arrival and departure taxes, tariffs, levies and other charges including city taxes. Personal travel insurance, medical expenses and vaccinations and any other insurance charges are not included. Meals other than those specified in the itinerary including special menu selections are not included. Excess baggage fees and luggage delivery to / from the tour is not included. Personal expenses including, but not limited to laundry, gratuities, presents and phone calls are not included. Additional activities and the hire of tour guides not specified in the itinerary are not included in the tour price. It is the participant's responsibility to ensure settlement of any charges made by a hotel (all hotels require your passport and validation of a credit card upon check in) for extra services ordered directly by you such as room service, mini bar, laundry, communication charges such as telephone, fax, email or items of a personal nature. Bicycle repairs to either personal or hire bikes which cannot be easily fixed by our representatives or agents and which incur additional costs are not included in the tour price.

### **Single Guests:**

If you are travelling alone and wish to share a room, we will endeavour to match you with another single participant. We accept no responsibility for the suitability of the rooming partner. If at any time during the tour you consider the rooming partner to be unsuitable, we will arrange single accommodation (if available), the additional cost of which will be borne by you. If we are unable to find a suitable rooming partner prior to departure, you will be required to pay the applicable single supplement to undertake the tour. We endeavour to maintain single fees to a minimum.

### **Changes to the Itinerary:**

Sierra Sports & Tours pledges to make every effort to operate all tours as advertised. If for any reason we are forced to change your booking or part of it for reasons beyond our control prior to or during the actual tour, we bear no responsibility for this and reserve the right to vary the itinerary and give you prompt notice thereof. Any savings realized by these changes will be refunded to participants. Any resultant expenses will be covered by SS&T. Sierra Sports & Tours also reserves the right to change the daily itinerary on tour due to weather conditions or circumstances beyond its control. These decisions are final and may not be disputed during or after the tour. The photographs appearing in our marketing material are not a guarantee that everything will be exactly depicted at the location upon arrival.

### **Bicycle Hire:**

If requested, Sierra Sports & Tours can provide bicycle hire. If you would like to hire a bicycle, the participant must provide their personal credit card details on bike collection. Any bicycle damage caused by the participant or theft of bicycle will be charged directly to your individual credit card. Sierra Sports & Tours will not be responsible for any damage or theft of bicycles which have been hired by tour participants.

## **Independent International Air Travel Arrangements:**

Sierra Sports & Tours notes that tour participants are able to, but are under no obligation to purchase airline flights and travel insurance from Pellegrino Travel Agency our preferred Australian licensed travel agent. All Participants are requested to provide SS&T with their international flight schedules at least 30 days prior to tour departure.

## **Passports, Visas & Consular Travel Advisories and Warnings:**

It is your responsibility to ensure that your passport is current. All international participants require a current passport with a minimum of 6 months validity after the return date of any holiday and at least two blank pages for immigration and visa stamps.

Visa requirements vary for different nationalities and depend on the countries visited during the tour. You are advised to contact appropriate consulates to ascertain visa requirements. Passport and visa requirements are not our responsibility. SS&T is not liable for any loss or expense due to a participant's failure to have a valid passport or visa. We will advise procedures for obtaining a visa (if applicable) and provide assistance regarding an application if required. Ultimately, SS&T cannot be held responsible for any delays, damages and/or losses, including missed portions of tours, related to improper or insufficient travel documentation.

It is also the responsibility of the participant to be informed about the most current travel advisories and warnings by referring to their country's Embassy Department travel website. (You may contact us for information on Embassy location and contact details.) In the event of a travel warning against travel to the specific destination location(s) of the trip; Sierra Sports & Tours will also consult embassies to confirm or cancel a tour. If the tour continues and a participant still chooses to travel, notwithstanding any travel advisory or warning, the participant assumes all responsibilities and risks of personal injury, death or property damage. SS&T will not be liable for any result that may arise out of the events like those advised or warned against.

## **Participation Medical Advisories & Conduct:**

Bookings are accepted on the basis that the participant is in good health and has an acceptable level of cycling experience and fitness to participate in the tour. The completed booking form must document any existing or previous medical condition/s (including disabilities) and medications that you are taking. SS&T reserves the right to decline any applicant or to remove any participant from a tour, at the participant's own expense, whose conduct is deemed incompatible with the group or whose health condition or mobility may risk and impact the safety, health or full participation of that participant or other tour participants. In addition, we recommend that each participant receives a proof of fitness certificate from a suitably qualified medical practitioner.

In addition, should a tour participant require or request medical attention during their travel, such attention will be provided by locally available health care officials and at locally available facilities. In such events, Sierra Sports & Tours is not liable for any direct or indirect costs, losses or expenses incurred by a participant for health service costs incurred nor in the quality of medical care or medical services rendered. Tour participants are requested to familiarise themselves with any health requirements specific to the countries being visited. It is highly recommended that you check and get advice from a medical practitioner and/or their local health authority or Consulate for the latest health requirements (i.e. precautions, vaccinations, etc.) applicable for travel to a destination.

## **Travel Insurance Policy:**

Travel insurance is compulsory for all tour participants and we reserve the right to cancel your booking if you are unable to provide proof of travel insurance. We strongly recommend you purchase comprehensive travel insurance at the time you pay the deposit. Your travel insurance policy number must be provided to Sierra Sports & Tours at least 30 days prior to tour departure. Your travel insurance must cover for tour

cancellation, loss of deposit, loss of luggage and personal belongings, medical treatment, personal accident and liability cover.

Please note: Participants without Travel Insurance will be refused travel with Sierra Sports & Tours and it might result in you losing 100% of all monies paid.

### **Responsibility:**

Sierra Sports & Tours is acting only in the capacity of agent in all matters regarding all tours. Whilst we take all reasonable care to select excellent quality service providers, these services are not provided by us but by airlines, hoteliers, transportation companies, travel agents and other service providers which are not under our control. All coupons, vouchers, receipts and tickets issued by the airlines, hoteliers and transportation companies, travel agents and other service providers are issued subject to the terms and conditions of liability contained in those documents, which may limit or exclude liability for death, personal injury, delay, and loss of or damage to baggage and are subject to the laws of the country where the services are provided.

SS&T assumes no liability for any acts or omissions of any supplier including, without limitation, those involving failure to deliver or partial or inadequate delivery of services, overbooking or downgrading of services, cancellation of holidays, schedule changes, re-routings, delay, theft, damage to or loss of baggage, property damage, accidents, death, sickness or injuries to persons regardless of cause, or other unforeseen events caused in connection with those service providers, their employees, agents, servants or representatives, whether or not any holidays sold, services tendered or transportation provided is arranged through SS&T.

SS&T does not accept any liability caused directly or indirectly by events beyond our control, including but without limitation to war or threat/acts of war, acts of government, acts of terrorism, fire, strikes or other labour activities, civil unrest, insurrection or revolt, quarantines, floods, weather conditions, natural disasters, incidents at sea, accidents or failure of mechanical equipment, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time or other disturbances of any kind which cancel, interfere with, or add cost to the services requested.

There are certain inherent risks associated with travel and at times there may be inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Participant assumes all such risks with regard to these possibilities. SS&T is not liable for any negligent or will-full act of any such person or entity or of any third person.

### **Waiver:**

By booking with us and paying the non-refundable deposit or full payment, you acknowledge that you have read, understood and agree to be bound by the 'Legal Waiver: Sierra Sports & Tours – Tours & Services'. All Participants can download the above document from our web-page at [www.sierrasportsandtours.com.au](http://www.sierrasportsandtours.com.au). Sierra Sports & Tours reserves the right to cancel your booking if you do not return to us a signed copy of the legal waiver at least 30 days prior to tour departure. Failure to return a signed copy of the legal waiver might result in you losing 100% of all monies paid.

During a tour there may also be instances where you may wish to join the Tour Leader or a Local Guide for activities in free time outside the tour program which may involve catching taxis or using public transport to shopping/dinner locations or other destinations chosen at the time. The Sierra Sports & Tours Team Leader or guides will not be liable for any accident, injury, death, property damage or loss in relation to such activities. By submitting the booking form, you agree to take part in these activities at your own risk.

**Miscellaneous:**

All tour participants agree for their image (video and photo) to be used by Sierra Sports & Tours for any promotional or reporting purposes in any media.

All tour participants must also agree to abide by all directions issued by Sierra Sports & Tours. If a participant does not follow the directions of our representatives or agents then we reserve the right to refuse participation. Under these circumstances the participant will not be entitled to any refund.

**Complaints:**

If you have a complaint before, during or after your chosen tour, you must make it known at the earliest opportunity to the Sierra Sports & Tour Team Leader who will endeavour to resolve the issue at the time. If at the end of the tour you feel your complaint has not been properly dealt with, you must notify Sierra Sports & Tour in writing within 30 days of the end of your tour.

**Agreement:**

The payment of deposit or full payment shall be deemed your consent to and acceptance of these terms and conditions as presented herein.