

## **BOOKING TERMS AND CONDITIONS ver. 5.5**

*Last updated on May 9, 2024*

This agreement (the “**Booking Terms and Conditions**”) is entered into between the person named at the end of this document (the “**Rider**”) and Tour d’Afrique Limited, a corporation incorporated pursuant to the laws of the province of Ontario, Canada and carrying on business as “TDA Global Cycling” (the “**Company**”), effective as of the date that it is electronically agreed to by the Rider.

The Rider has, or will, pay a registration fee (the “**Registration Fee**”) to the Company and in exchange the Company will reserve a place for the Rider on the bicycle expedition selected by the Rider at the time of entering into this Booking Terms and Conditions (the “**Tour**”) (subject to the provisions described below). After paying the Registration Fee and entering into this Booking Terms and Conditions the Rider will need to take further steps in order to be accepted to participate in the Tour (including signing a release and waiver of liability), as more particularly described below.

Each Tour is comprised of one or more sections (each a “**Section**”) and each Section follows a route (the “**Route**”). The Sections and Route for each Tour are generally described on the website of the Company however the exact Route is subject to change at any time and from time to time.

### **1. THE REGISTRATION FEE**

The Registration Fee for the Tour is US \$150. This fee is non-refundable and non-transferable. The Registration Fee holds the Rider’s place on the Tour until the payment deadline for the Entry Fee (defined below). The Registration Fee is in addition to, and is not deducted from, the Entry Fee amount.

### **2. THE ENTRY FEE**

The fee for participating in the Tour is referred to as the “**Entry Fee**”. The Entry Fee covers, among other things, camping and/or hotel accommodations (on a double occupancy basis at a majority of hotels), meals on riding days (with exception of dinner on the day before a scheduled rest day),



transport of baggage along the prescribed Route of the Tour, support vehicles and equipment, and the assistance and expertise of the support staff. The Tour page on the Company's website may contain a description of additional items that are included or excluded from the Entry Fee. Accommodations, meals and other services provided as part of your Entry Fee are non-transferrable.

The Company will send an Entry Fee invoice to the Rider approximately 6 to 8 months before the start of the Tour. The invoice will specify the Entry Fee and how it is calculated. The Entry Fee will be calculated based on the price listed on the Company's website for the applicable Tour (or Section(s) of the Tour) at such time and may contain adjustments (for example, a single supplement charge, discounts for alumni riders and discounts for advance payment by full Tour riders).

The Entry Fee must be paid in full 90 days before the start of the Tour or 90 days before the start of the Rider's first Section for Riders who are not participating for the full Tour. If the Entry Fee has not been paid by this date the Company reserves the right to cancel the participation of the Rider in the Tour. In the case of late entries (a Rider who registers within 90 days before the start of their Section), the Entry Fee must be paid within 7 days of registering OR 7 days before the start of the Section; whichever comes first.

### **3. THE TOUR**

The Tour is staff and vehicle supported, but will still physically and mentally challenge the Rider. The Rider acknowledges that, by its very nature, the Tour involves a significant amount of unpredictability and personal risk. Such risks include; injury, disease, death, loss or damage of property, discomfort, and inconvenience. Living standards in many of the countries the Tour passes through may differ greatly from those found in your home country.

The Rider is responsible for all travel and other arrangements, such as air tickets, visas, travel medical insurance, and vaccinations required to join the Tour (or Section(s) of the Tour). The Rider is responsible to arrive no later than the day prior to the designated start date at the designated start location of the Tour. The Rider is solely responsible for his/her own equipment and supplies required for participation in the Tour, including suitable bicycle, spare parts, and camping gear if necessary.



A valid passport is required on all of our cycle tours. For many of our cycle tours there are travel visas that are required, and in some cases, these are required in advance. Information on how to apply is provided by the Company before the Tour and the Company will provide assistance in applying for these visas. Entry into a country may be refused even with the complete travel documents and final decision is with that country's immigration authorities.

The Rider understands that with respect to certain countries on certain Tours, there may be government travel advisories, warning against travel to these countries, or to regions within these countries. The Route may pass through such countries or regions despite such warnings and advisories. This might require additional travel insurance. **The participation of the Rider in the Tour is voluntary, and the Rider accepts and assumes all the inherent risks.**

#### **4. WEBSITE, COLLECTION OF PERSONAL INFORMATION & NON-DISCLOSURE**

The contents of the Company's website ([www.tdaglobalcycling.com](http://www.tdaglobalcycling.com)) are based on knowledge and information available to the Company prior to publication and are to be considered as informational and not contractual in nature. All such information has been compiled with reasonable care and is published in good faith but is subject to change at any time. The Company, its employees and other representatives will not be held liable for any inaccuracies or omissions it may, or may not, contain.

All Tour participants grant the Company the right to use their name, likeness (including photos and videos) and biography in connection with any and all promotion of the Tour in any print or media advertising of the Tour and through any medium recording their participation on the Tour including the Company's website and social media accounts. All information gathered through the forms in the Rider's online registration portal is for internal Company use only and is not shared with or sold to anyone, unless otherwise stated.

Links from the Company's website to other sites are provided for your information and convenience only, and no responsibility or liability can be accepted for the content, accuracy or any other aspect of these sites. The provision of a link does not imply an endorsement of any kind by the Company.

Rider agrees that during the Tour and afterward, Rider will keep confidential and refrain from using, directly or indirectly, all information known or used by the Company in conducting the Tour and its business and not publicly known. This confidential information shall include, but is not limited to: routes, directions, GPS coordinates; names and details of other Riders; Company arrangements with its employees, agents and suppliers.

### **5. CANCELLATIONS BY RIDER**

<b>Days Before Start</b>	<b>Refund</b>	<b>Credit</b>
90+	90%	100%
30-90	25%	50%
0-30	0%	25%
after start	0%	0%

Cancellation of a booking must be provided by written notice to the Company's head office in Toronto, Canada. When cancelling, the Rider must choose to receive either a refund or a credit.

If the cancellation is made 90 days or more before the start of the Tour, the Rider can receive either a 90% refund, or a 100% credit on their account. If the cancellation is made 30 days or more before the start of the tour, the Rider can receive either a 25% refund, or a 50% credit on their account. If the cancellation is made less than 30 days before the start of the Tour, the Rider can choose to forfeit the entry fee, or receive a 25% credit on their account. As of the start date of the Tour, no refund or credit will be available.

Any refund amount will be returned to the Rider in the currency it was received.

If the Rider chooses to receive a credit, it will be noted on the Rider's account. Any amounts converted to credit can no longer be refunded. The credit expires three years after the date of cancellation; so, the credit needs to be applied to a new tour that starts before the 3rd anniversary of the date of cancellation, otherwise the credit will expire.

Any Entry Fee or partial Entry Fee paid by gift certificate is non-refundable, but can be transferred as specified above.

## **6. CANCELLATIONS BY THE COMPANY**

### **Before commencement**

In the event of the Company being obliged to cancel the Tour 90 days or more before the start date, for any reason (or at any time before the commencement thereof due to an insufficient number of participants) the Company will fully refund any Registration Fee or Entry Fee the Rider has paid, and upon payment of such refund, the Company will have no further liability to the Rider, and without limiting the generality of the foregoing, Company will not be responsible for other costs incurred by Rider (such as flights and travel insurance) prior to cancellation.

When a Tour is marked as 'Guaranteed Departure' on the Company's website, this means that the Company has determined that it has reached the minimum enrollment required to guarantee that the Tour will depart as scheduled. Once marked 'Guaranteed Departure', the Tour will only be cancelled due to acts beyond its control, such as political instability, terrorism, border closures, changes to visa regulations, natural disaster, epidemics, acts of God, war or threat of war declared or undeclared, civil disturbance, labor strikes, sickness, quarantine, government intervention, weather conditions, unforeseen circumstances, or other events of force majeure (collectively, "**Acts Beyond Company's Control**").

In the event a 'Guaranteed Departure' Tour (or any Tour less than 90 days before the start date) is cancelled due to acts beyond Company's control, as noted above, the Rider will receive a 100% credit of the Registration Fee and Entry Fee which can be used towards a future tour. If the Rider prefers a refund, the Company will be entitled to retain such moneys received as may reasonably be necessary to cover costs incurred by the Company to the date of abandonment, as determined by Company in its sole discretion. Any excess will be refunded to the Rider, and upon payment of such refund, or partial refund, the Company will have no further liability to the Rider.

### **After commencement**

In the unlikely event of the Company being obliged to cancel the Tour after the commencement thereof due to Acts Beyond Company's Control, the Company will be entitled to retain such moneys received as may reasonably be necessary to cover costs incurred by the Company to the date of abandonment, as determined by Company in its sole discretion. Any excess will be

refunded to the Rider, and upon payment of such refund, or partial refund, the Company will have no further liability to the Rider.

In the event of it becoming necessary to transit a region, country, or countries using motorized transport (such as via plane, boat, train, bus, or similar means of transport) in order to satisfactorily and safely continue the Tour, all costs of Rider's resulting transportation and travel arrangements will be borne by the Rider.

## **7. PRICE ADJUSTMENTS AND PERSONAL EXPENSES**

The quoted Tour price is based on tariffs, fees, and costs in effect at the time Rider pays the Entry Fee. Though highly unlikely, the Company reserves the right to increase the quoted price after booking if inflation, costs of fuel, labor or materials, supplier costs, currency exchange rates, tariffs, and government fees change. The Rider agrees to and will pay for any price increase.

The Rider will not be reimbursed for any personal expenses such as airfare, hotel or other travel expenses due to changes in the Route or Tour cancellations.

## **8. AUTHORITY, ETIQUETTE, AND COMPLIANCE WITH LOCAL LAWS**

The decision of the Company's designated Tour Director will be final on all matters relating to the satisfactory progress, organization and well-being of the Tour. Riders must comply with all reasonable requests made by the Tour Director. If it becomes necessary, the Tour Director has the authority to remove a Rider from the Tour if the Rider's actions are impeding the progress of the Tour or exposing themselves, a staff member, fellow rider or local individual to undue risk or harm.

The Rider agrees that a physical assault including sexual assault against a staff member, fellow rider, or local individual, will result in immediate removal from the Tour. Verbal abuse against a staff member, fellow rider, or local individual, will result in a written warning which the Tour Director and Rider will sign. If repeated, verbal abuse will result in removal from the Tour. Sexual harassment of any kind against a staff member, fellow rider, or local individual will not be tolerated. The Rider agrees that persistent disruptive or unkind behaviour or attitude that the Tour Director deems to be having an excessively negative effect on the rider group or impeding the

ability of the staff to properly perform their duties will result in a written warning which the Tour Director and Rider will sign. If repeated, this behavior will result in removal from the Tour.

The Rider undertakes to comply with and respect the laws and regulations, whether in respect of health, traffic, immigration, exchange control, environmental matters or any other matter, of all the countries visited during the Tour. The Rider agrees that transporting any illegal drugs on the Tour vehicles (or otherwise) will result in immediate removal from the Tour. The Rider is required to respect the local cultures, traditions, and people of the countries through which the Tour passes. Any Rider fined or arrested for breaking a local law will have their situation reviewed by the Company. If the nature of the act is deemed by the designated Tour Director serious enough or detrimental to the progress of the Tour, then immediate removal from the Tour may occur.

## **9. THE ROUTE AND NAVIGATION**

The Company reserves the right to deviate from the Tour Route if, in the designated Tour Director's reasonable opinion, such deviation is necessary for the safety or well-being of any of the members of the Tour, or for the satisfactory progress of the Tour.

The Company and the Tour staff work hard to ensure every Rider finds their way along the Route each day. GPS tracks are provided in advance of the Tour for the planned route. The Company does not guarantee that on each and every day there will be navigational aids, or staff, along the route to assist the Rider. It is the responsibility of the Rider to navigate their own way each day.

The Company does not guarantee the condition of the Route. The Rider understands that the condition of the Route will change from time to time beyond the control of the Company. All dates, distances, and destinations are subject to change at short notice.

The Rider understands and agrees that, when it cannot be avoided, they could be riding in heavy traffic, construction zones, isolated areas and in unpredictable weather conditions at some points along the Tour. The Rider understands that they must take proper precautions and obey the road safety rules of each country.

The responsibility and support provided by the Tour is limited to the Route of the Tour as determined by the Tour Director or designated Tour official. In the event a Rider intentionally leaves the Tour for any reason, (including, without limitation, diverting onto different routes other than those prescribed by the Tour Director, or in extenuating circumstances, being required to leave at the reasonable discretion of the Tour Director, or for an extended side trip or break from the Tour), the Rider ceases to be the responsibility of the Tour, and Rider will be solely responsible for his/her own subsequent maintenance and expenses, and the Company will have no further liability whatsoever to the Rider. A Rider who leaves but who is intending and allowed to return to the Tour will be able to keep their allowed baggage with the Tour; however in such circumstances, if space is limited, Riders may have to take their bicycle with them or ship it ahead.

## **10. BAGGAGE AND PERSONAL PROPERTY**

Though our Tour staff take precautions with loading and unloading bags, the Company is not responsible for the loss or damage of baggage or personal property. It is the sole responsibility of the Rider to ensure that their equipment is properly loaded in the appropriate support vehicle before departing every morning. Any baggage that does not make it to the next destination is the sole responsibility of the Rider. The Company accepts no responsibility for baggage left behind and the Rider is responsible for any costs incurred in retrieving the baggage.

Each Rider is given a baggage allowance, as described in a Rider email update or bulletin pertaining to their particular Tour, to store all their equipment and personal belongings. Riders are required to keep all their belongings in their bags at all times. Any Riders whose equipment exceeds the baggage allowance for their Tour will have to send equipment home or leave things behind. These baggage restrictions ensure fairness for all Riders, and an efficiently run Tour.

## **11. INSURANCE AND DOCUMENTATION**

It is the Rider's responsibility and a precondition to his/her participation in the Tour that he/she arrange for the benefit of adequate insurance coverage providing for personal protection against the potential risks of the Tour including coverage for personal injury, medical expenses, air ambulance, repatriation, and loss or damage to personal property. Additionally, it is highly recommended that the Rider purchase trip cancellation and interruption insurance as part of their



insurance no later than at the time of payment of the Entry Fee in order to protect against cancellation, interruption, or curtailment of travel plans.

It is important that the Rider carefully read all Tour related documents that are sent by the Company as soon as those documents are received. All forms in the Company's online registration process (referred to as the "MyTours" portal) must be completed at least 90 days before the start of the Tour. The forms in the MyTours portal include the collection of information about the Rider's next of kin, the travel insurance that the Rider has put in place, and the Rider's passport details. In the event that the Rider does not complete all the required forms by 90 days before the start of the Tour, he/she may not be allowed to start the Tour (to be determined in the Company's sole discretion). Each Rider is responsible for and undertakes to obtain a valid passport and all necessary visas and any other documentation as may be required for entry into the countries included in the Route of the Tour.

## ***12. RIDER PHYSICAL CONDITION, SAFETY AND HEALTH***

The Rider represents that he/she is capable of riding more than 100 km per day for consecutive days and acknowledges that the Company is relying on such representation and is not required to make any further inquiries whatsoever in respect thereof. The Rider agrees that the bicycle and equipment to be used by the Rider on the Tour will be in good condition and that he/she will wear a safety certified bicycle helmet at all times while cycling on the Tour. Failure to wear a helmet will result in a written warning which the Tour Leader and Rider will sign. If a Rider is found to be not wearing a helmet after receiving a written warning, the Rider may be removed from the Tour.

The Rider must complete a Health and Fitness Questionnaire 5 months before the Tour start in order to make the Company aware of any physical or mental conditions which may require professional attention during the Tour, or may require the use of special equipment, or which may prevent Rider from participating in the Tour. If the Company believes that certain physical or mental conditions would put the Rider at risk during the Tour, or may put other riders on the Tour at risk, or would violate health and safety rules of a Tour jurisdiction, the Company may refuse to allow the Rider to participate in the Tour. By accepting a Rider with a disclosed condition, Company is not representing that it can, or will, successfully manage an event arising out of that



condition. If the Rider fails to disclose pertinent information on the Health and Fitness Questionnaire, or the Rider's health condition prevents him or her from travel or entry to a country, the Rider may not be allowed to participate in the Tour, or the Rider may be removed from the Tour once it has started. In such event, the Rider will forfeit the Entry Fee and the Company shall have no liability.

The Tours are particularly challenging for Riders aged 70 years and older. If the Rider is 70 years of age or older, the Rider specifically acknowledges that the Tour is a physically demanding cycling adventure and may pose additional and unexpected challenges to persons who are 70 years of age or older. Company may require Riders that are 75 years of age and older to carry out additional medical tests, or meet other requirements before participating in a Tour.

The Rider represents that he/she is now and will be at the time of the commencement of the Tour in good physical health, generally, and specifically free of any communicable disease (such as Covid-19). Rider agrees to comply with all health and hygiene protocols implemented by the company and/or required by any jurisdiction in which the Tour operates. This will be to protect the Rider, the other riders in the Tour group, the Company, and the local population where the Tour takes place.

### **13. MEDICAL AND RELATED SERVICES**

The Company assumes no responsibility for any medical care provided to the Rider. The Rider agrees that any medical or other personal services rendered to the Rider by, or at the insistence of the Company or its representatives, is not an admission of the responsibility or liability of the Company or its representatives, and entails no responsibility of the Company or its representatives to provide, or to continue to provide any such services. The Rider releases and indemnifies the Company, and its officers, employees and agents, from any and all claims for damages arising as a result of any accident or injury that may occur on the Tour. The Rider agrees to assume all the costs of medical care and related transportation that are provided to them by the Company. Without limiting the generality of the foregoing, the Rider will sign an additional release and waiver in favour of the Company that is further described below.

#### **14. VEHICLES, INDEPENDENT SUPPLIERS, AND CONTRACT WORKERS**

Company-owned or sub-contracted support vehicles will be used. Where the Company's own vehicles are not used, the obligation of the Company will be limited to selecting competent, independent sub-contractors to provide such transport and any other services related to the Tour and to exercise reasonable care in selecting such suppliers to provide these services. Vehicle support is based on the expectation that Riders will ride their bicycle every day (half day or full day) with the exceptions of injury or illness. The support vehicles can carry a limited number of bicycles. Though the Tour staff take precautions with loading and unloading, the Company cannot guarantee that the bicycles will not be damaged while on or in our support vehicles. The bicycles are the sole responsibility of the Rider at all times.

The Company acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, side trips, rest day sightseeing activities, or other goods and services connected with the Tour. The Rider acknowledges that he/she is aware and clearly understands that these suppliers are not managed by the Company, and are not agents or employees of the Company. A supplier's services are subject to the supplier's own terms and conditions and the local laws and regulations of the relevant country. The Company will not provide any refund for a supplier's delay, cancellation, overbooking, or strike.

No employee or agent of the Tour has authority to commit the Company to any liability whatsoever and the Company will not be bound by any statement or representation unless it is in writing and signed by the Director of the Company.

#### **15. COMPLAINTS**

If the Rider has a complaint, he/she should first inform the Tour Director so that such complaint may be rectified. If this procedure fails to remedy the matter, the Rider should contact the Company at its Toronto office by telephone or email and the Company will endeavor to deal promptly with the complaint. Following completion of the Tour, any complaints must be received within 14 days thereafter in order for the matter to be addressed.

## **16. LIMITED LIABILITY**

The Company's liability to the Rider will be limited. The Company's total liability to the Rider (and the Rider's exclusive remedy against the Company) whether for personal injury, death, property damage, or otherwise and whether based on contract, breach of warranty, negligence, or otherwise, will be limited to the Rider's direct damages only, and in no event or related series of events will liability be greater than the Registration Fee and Entry Fee paid to the Company by the Rider. In no event will the Company be liable for any claim for any special or consequential damages, punitive or exemplary, of any kind whatsoever.

## **17. FURTHER AGREEMENTS**

Prior to being accepted for participation in the Tour (or a Section of the Tour) the Rider will be required to review and agree to a release of liability, waiver of claims, and indemnity (the "Release"). Rider must review and sign the Release at the same time as, or before, the Entry Fee is due. If the Rider does not agree to the terms of the Release then Rider will not participate in the Tour (or any Section of the Tour).

Upon the Rider signing the Release and meeting all the other conditions set out in the Booking Terms and Conditions, the Company will send to Rider a written confirmation that Rider has been accepted to participate in the Tour (or applicable Section(s) of the Tour).

## **18. OTHER LEGAL ITEMS**

By electronically agreeing to the Booking Terms and Conditions the Rider is acknowledging that she/he has carefully read and fully understands the Booking Terms and Conditions.

The Rider cannot transfer this her/his reserved spot to any other person. The Booking Terms and Conditions are binding on the heirs, executors, and permitted assigns of the Rider.

The Company will not be liable for any delays, cancellations, or other changes (or their resulting consequences) due to Acts Beyond Company's Control.



The Booking Terms and Conditions will be governed, interpreted, and enforced in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws rules. The Rider and the Company irrevocable submit to the exclusive jurisdiction of the courts of the province of Ontario and the federal courts of Canada (as applicable) for the purposes of construing and enforcing this agreement. Any dispute or claim arising in relation to this agreement that cannot be resolved by good faith negotiations will be brought before a court of competent jurisdiction in the city of Toronto, Ontario, Canada. Without limiting the generality of the foregoing, the Rider will not bring any claim against the Company except as provided above, regardless of where any incident giving rise to such claim occurs and regardless of where the Rider normally resides.

If any provision(s) of the Booking Terms and Conditions are determined by a court of competent jurisdiction to be invalid or unenforceable then the remainder of the Booking Terms and Conditions will not be affected and will be construed as if such invalid or unenforceable provision(s) had never been contained in the Booking Terms and Conditions.

*[Remainder of page intentionally left blank. Signature page to follow.]*



TDA GLOBAL CYCLING

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## **19. SIGNATURE**

The Rider has clicked a box, or will click a box on the Company's website to confirm the Rider's agreement to the Booking Terms and Conditions. The Rider agrees that such action constitutes her or his signature on the Booking Terms and Conditions and agrees that she or he took such action intending to be legally bound by the Booking Terms and Conditions.

AGREED TO BY:

EMAIL:

AGREED TO ON:

TOUR: