

EUROPE ADVENTURES LTD, with registered office in England and Wales, 34 Lower Richmond Road, London, SW15 1JP, company number 9304408, hereby issues the following

TERMS AND CONDITIONS

Article 1

The following terms and conditions (hereinafter: the Terms) make an integral part of all concluded contracts between persons who wish to use the services the EUROPE ADVENTURES LTD, 34 Lower Richmond Road, London SW15 1JP provides (hereinafter: the Client) and the Company and all services of the Company are subject to the Terms.

Before making a concluding a contract, the Clients are strongly advised to read the Terms in full and to print out and retain the Terms.

Article 2

The Client has to be at least 18 years old and has to have the legal capacity and authority to enter into contract with the Company regarding the services the Company provides.

Article 3

To book a service of the Company and subsequently conclude a contract, the Client should make a web booking inquiry about the services of the Company at the web site of the Company and complete the form. The form is sent to the e-mail address listed on the website of the Company.

Upon receipt of the above mentioned inquiry, the Company will send to the Client, based on the Client's inquiry, an offer containing an itinerary, which is a detailed description of the Companies service which is being offered. The offer will contain a deadline for accepting the offer and the manner in which the service is payable.

The Client can make the web booking inquiry as a single client or for a group of clients. In the case a booking is made as a group the Company will send the offer to each person the lead name named in his/her web booking inquiry. The lead name is a person making the web booking inquiry on behalf of the group, and all subsequent correspondence except of the offer, including changes, amendments and cancellations can be sent to the lead name or to each individual on whose behalf web booking inquiry was made. The lead name is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of himself/herself and any other persons in his/her group and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling in his/her group, including but not limited to information on schedule changes or copies of booking confirmations.

In order to make conclude the contract with the Company, each Client must pay a non-refundable deposit (hereinafter: the Deposit). which represents a non-refundable booking fee covering the administrative, planning, booking and research costs associated with delivering of the service provided by the Company (hereinafter: the Holiday) that the Company incurs prior to and in processing the booking of the Client.

The Deposit amounts to £250 ; US\$300 ; C\$400 or AU\$400. The remainder of the purchase price of the service in question must be paid no later than 90 days prior to the departure date. For the mentioned remainder, the Company will issue an invoice, voucher and a written contract and send it to each Client by an e-mail. If the Client fails to pay the balance in time, the Company reserves the right to cancel the contract and apply cancellation charges which are outlined by these Terms.

If the Client makes a web booking inquiry less than 90 days before the departure date, the full price of the service must be paid within the deadline for accepting the offer given in the offer of the Company.

Article 4

If the Client notices any errors in the offer, he/she should contact the Company by an e-mail to the e-mail address listed on the website of the Company in order to make necessary corrections.

A contract between the Client and the Company will be concluded and valid in the moment when the Client receives Companies' invoice, voucher and a written contract as described in the section 5 of the previous article. The date specified on the written contract is the date of conclusion of the contract.

Article 5

The Client may cancel the service after he/she has received Companies' invoice, voucher and a written contract under the following conditions.

The cancellation must be made by the Client. The cancellation is made by an e-mail to the e-mail address listed on the website of the Company and is effective when the Company receives such e-mail.

In case of cancellation, the Client is liable to the following charges:

- if the service is cancelled 90 days or more before the departure date the Deposit will not be refunded, but any balance the Client has paid over and above the Deposit will be refunded,

-if the service is cancelled within 89-61 days of the departure date, the Deposit will not be refunded, but 60% of the balance the Client has paid over and above the Deposit will be refunded,

- if the service is cancelled within 60-31 days of the departure date, the Deposit will not be refunded, but 30% of the balance the Client has paid over and above the Deposit will be refunded,

- if the service is cancelled 30 days and less of the departure date, neither Deposit nor any balance the Client has paid over and above the Deposit will not be refunded.

If the Clients wishes to change his/her existing booking after he /she has concluded the contract (for example change of the departure date or change of the tour), the Company will try to make changes if possible, provided that he/she sends a request for a change and that the Company

receives that request by an e-mail to the e-mail address listed on the website of the Company at least 45 days before departure date, but the Company reserves the right to charge a certain fee in connection to the change for each change. Any change may be subject to payment by the Client of any costs that are a result of the change the Client requests.

Any request for a change made less than 45 days before departure date will be treated as a cancellation and will be subject to cancellation charges from the section 3 of this article.

Article 6

The Company reserves the right to cancel or make changes to the service due to the circumstances specified in this article. Circumstances described in this article are listed as examples and are not listed exclusively.

The circumstances from the previous section of this article are:

- circumstances beyond reasonable control of the Company (threatened or actual war, civil or political unrest, riots, terrorist activity, natural or nuclear disaster, adverse weather conditions, disease, fire or technical problems arise with transport
- minimum number of people needed to operate the service has not been met.

The Company will inform the Client of the cancellation no later than 30 days prior to the departure date.

If the service is cancelled or changed due to the circumstances described in this article, the Company will make an effort to offer the Client an alternative service, if possible. If the service offered by the Company as a replacement, comparing to the service which the Client booked is of lower value, the Company will refund the Client the difference in price. If this is not acceptable to the Client, the Company will refund all payments made to the Company in respect of the holiday which is cancelled or changed. The Company will not refund the costs of any insurance premiums the Client may have taken out with any third parties.

The Client should utilise his/her insurance cover before requesting or accepting a refund from the Company, under the conditions outlined by these Terms.

Article 7

If the Client is unable to travel, and wishes to transfer the service to another person, he/she must notify the Company at least 30 days before the departure date.

The Company is under no obligation to grant the transfer from the previous section of this article. However the Company can grant the transfer if it is possible to grant it and subject to the condition that the person to whom the service is being transferred satisfies the conditions applicable to the service and to the condition that both person from whom the service is being transferred and the person to whom the service is being transferred accept joint and several liability for the full payment of the service price including any charges and additional costs the Company incurs for confirming the transfer.

Article 8

It is compulsory and a condition of accepting the booking that the all persons who book and take part in the holiday which is the subject of service (hereinafter: the Holiday) have adequate and valid insurance to cover all risks that may exist during the Holiday such as but not limited to damage or loss of personal baggage (including, but not limited to, bicycles, helmets and electronic equipment such as personal navigation devices if that equipment is not provided by the Company irrespectively of it being hired or otherwise), medical expenses, injuries and any repatriation costs if the Client or other person becomes too ill to continue with the Holiday.

The Company suggests that insurance, described in the previous section of this Article, be specifically designed to cover the type of holidays that the Company organizes and for specific destinations the Client or other persons will be travelling to. Any claims associated with matters for which the insurance is taken out, the Client must be direct to the insurers.

The Client is responsible for ensuring the arrival at the start of the Company's itinerary within a reasonable time to commence the start of the Holiday, as the Company cannot refund the Client outside the clauses of these Terms.

As flights are not included in the services of the Company, if the Client has booked a flight he/she should take out insurance to cover any costs incurred if the cancellation or change in the Holiday is a result of a problem that arose from transport, for example if the airline cancels the flight and the Client is unable to make it to the start of the Holiday.

The Company does not include in its services organization of flights or any other means of transport to the starting place of the Holiday, and organization of transport to the starting place of the Holiday and from the finishing place to Client's home is the sole responsibility of the Clients as well as arrival to the starting point on time.

If the Client does not arrive in time for the start of the itinerary of the Holiday, he/she is responsible for any additional expenses occurred to catch up with the rest of the group taking part in a particular Holiday.

The Company begins providing its service under the contract at the time and place arranged by the itinerary.

Failure of the Client to use any service, features, hotel accommodation paid for within the holiday package, the Company is under no obligation to offer no refund or compensation.

Article 9

The Company charges VAT in the amount determined by relevant legislation.

Any prices quoted on the website of the Company, in social media, on any literature or otherwise are a guide only and are subject to change at any point until the final contract has been made between the Client and the Company. After the contract has been concluded, the Company has the right to increase the price of the Holiday if the cost of organizing the Holiday increases for the Company due to any tax or any other duties changes, surcharges or fees levied on the Holiday.

The Company will not make any such increase to the basic price of the Holiday within 60 days of the departure date. The Company also absorbs all such increases where they amount to less than 10% of the total price of the Holiday.

These provisions exclude cancellation charge.

Article 10

By concluding the contract with the Company, Client confirms that he/she is aware of risks and dangers which may be associated with type of holiday he/she booked, for example, but not limited to, dangers of on and off-road cycling, other activities he/she may get involved with on holiday, the dangers of travelling to a foreign country, possibly less developed or subject to political instability, inherent risks and hazards of such a holiday, any other risks (such as but not limited to) poor road conditions, border restrictions, natural or nuclear disaster, disease, terrorism, fire, civil or political unrest, delays, loss or damage to belongings of the Client, inconvenience and discomfort and changes to the itinerary of the holiday.

The Client, by concluding the contract with the Company, confirms that he/she is aware that cycling activities organized during the Holiday are not races, competitions or timed events, but events in which Client participates at his/her own pace and ability.

The Company ensures the necessary equipment for the purpose of cycling activities, but if the Client, carries his own equipment for the purpose of cycling activities, he confirms, by concluding the contract with the Company, that he/she is aware that such equipment must be of good working order and suitable for a holiday of this nature.

It is sole responsibility of the Client to enquire with competent authorities about all relevant information concerning traveling to the country/s on booked Holiday. It is also the sole responsibility of the Client to take any necessary precautions required to travel to a particular country. The Company can provide the Client with advice and recommendations regarding climate, clothing, special equipment etc. required for travelling to a particular country, however, the Client is responsible for checking all relevant information and cannot solely rely upon advice and recommendations of the Company.

The Client, by concluding the contract with the Company, confirms that he/she is aware that the service which is the subject of the contract between the Client and the Company implies a certain level of flexibility, meaning that the cycling routes and itineraries have been drawn up as guidance and not as a contractual obligation and if delays or changes need to be made by the Company, the Client must be prepared if that is the case and to accept any inconvenience, delays or discomfort that occur as a result of this.

The Company provides a tour leader on every holiday it organizes, and the tour leader is authorized representative of the Company solely for the purpose of that particular holiday, and the Client, by concluding the contract with the Company, confirms that he/she will abide by the authority of the tour leader during the Holiday. The Client agrees, concluding the contract, that the Company has the right to terminate its service which is the subject of the contract without any liabilities on its part, should the Client behave in the manner that causes danger to himself or others, distress or annoyance to others or should he /she commit any illegal act according to the relevant laws.

The Company does not guarantee to the Client particular composition of people taking part in a particular holiday in terms of gender, age, interests, fitness and other such characteristics.

Article 11

The Client and all persons taking part in the Holiday are responsible for being healthy and fit so as to be able to participate in the activities during the Holiday.

The Company reserves the right to ask for doctor's certificates concerning the ability to participate in the Holiday. The Client is solely responsible, before making a booking, for informing the Company of all the illnesses and conditions he/she may suffer from and which may affect the Holiday of the Client or holidays of others. The Company has to right to carry out a risk assessment.

Failure on the part of the Client to inform the Company pursuant to the obligations from the previous section of this article, is considered to be a breach of contractual obligations of the Client and the Company is entitled to cancel the Holiday at any time without compensation or refund.

Arrangements such as vaccinations, passports, visas and otherwise are responsibility of the Client and the Company cannot accept liability if the Client fails to take vaccinations, does not have an up to date passport or does not obtain the appropriate visa before the start of the Holiday. The Company can offer guidance for these if required and the Client should consult with his/her GP for vaccinations, allowing enough time beforehand.

The Company does not have any restrictions for people partaking in the holidays it organizes with regard to disabilities, mobility problems or medical issues. However, before making a booking, it is important that if any particular requirements are needed, the Client makes aware the Company of such issues so that suitability and any reasonable adjustments can be discussed. In such cases the Company has the right to ask the Client to be accompanied by someone who is able to provide him/her with care for any particular needs he/her may have.

If the Client becomes ill with an infectious or contagious illness 4 weeks or less before departure date, he/she must inform the Company of this immediately. In such a case the Company has a right to:

- refuse to accept the booking
- cancel the holiday
- if the Holiday has already started, ask the Client to leave immediately if the Company feels that there is a danger that the condition may affect the health of others.

The Company has a right to ask the Client to provide, in due time, certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism, and it is the obligation of the Client, under the Contract to provide the Company with this information (this can include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date).

Article 12

The Client and all people partaking in any holiday organized by the Company are obliged to be respectful of fellow cyclists, local people and customs and the culture of the country they are visiting. Their behaviour should not be noisy or disruptive to others particularly at night-time. Any illegal behaviour will be reported to the police and the Client will be asked to leave the holiday immediately, without a right to a compensation or a refund. Any kind of offensive behaviour or language directed at other people participating in the holiday, at personal of the Company or at any other persons, are grounds for the Company to ask the Client to leave the holiday without the right to compensation or a refund. Dangerous behaviour whether it causes a danger to the Client or others are grounds for the Company to ask the Client to leave the holiday without the right to compensation or a refund

If the Client behaves in the way described by the previous section of this article and is asked to leave the holiday, the Company reserves the right to refuse future booking requests from that Client.

Article 13

If personal injury, death or damage to the Clients property occurs due to negligence or fault of the Company, there is nothing in these terms that seeks to limit or exclude the liability of the Company.

The Company will not be liable for any losses that the Client suffers a result of any breach of the Contract by the Client. The Company will not be liable for any damages caused by the total or partial failure to provide the service to the Client if such failure is:

-attributable to the Client,

-unforeseeable or unavoidable and attributable to a third party unconnected with the Company or any of Companies' sub-contractors,

-a result of unusual and unforeseeable circumstances beyond the control of the Company including but not limited to strikes, threatened or actual war, civil or political unrest, government action, riots, terrorist activity, natural or nuclear disaster, adverse weather conditions disease or fire,

-due to the theft of bicycles or injury as a result of cycling either on or off road and in particular injuries that are sustained as a result of either inadequately maintained and serviced personal equipment or failure to wear the correct safety equipment most notably cycle helmets, unless demonstrably due to negligence of the Company.

The Company, since it provides services to consumers, is not responsible for any losses related to any business of the Client such as lost data, lost profits, loss of business, loss of contracts, loss of goodwill or other business loss that Client may incur as a result of any breach of the Contract.

The Company is not liable for direct damage or loss of any nature caused, or contributed to, by any defect in or failure (whether partial or complete) of any travel services not provided by the Company.

Article 14

The Client can make a complaint during the Holiday, directly to the tour leader and/or the local representative. If, at the end of the Holiday, the Client feels that his/her complaint was not dealt with to his/her satisfaction, the Client must submit a complaint by an e-mail, to the Company to the e-mail address listed on the web site of the Company, within 28 days of the end date of the Holiday and the Company will take the matter further.

From the procedure from the previous section of this article, claims which exceed 500£ per person or for claims which are solely or mainly in respect of physical injury or illness or the consequence thereof are excluded.

Article 15

The Client, by entering into Contract with the Company, confirms that he/she is aware that all the information about the services offered by the Company whether listed on the website of the Company or given otherwise, is intended merely to present a general idea of the services and is correct to the best of knowledge of the Company. The Client will be provided with an itinerary for his/her holiday giving details such as, the type of accommodation used, what is included in the price, passport and visa requirements, and health formalities. Changes in all of these items may be made at any time and we will notify you of any changes that we become aware of as soon as we are reasonably able to do so.

For most holidays detailed explorer leg itineraries which contain up-to-date definitive information about the holiday, and which will be sent on request or can be read on our website is published. The Client should ensure that he/she is fully aware of the contents of the explorer leg itinerary before booking. After booking the Client will be supplied with an explorer leg email confirmation containing a full detailed final itinerary of the Holiday, this should be considered as more up to date than the website, this is also available to download in the membership area of the website of the Company. The information and conditions relating to the Holiday (and options where applicable) contained in the explorer leg email confirmation will be deemed to be part of the contract, and the Client is solely responsible for reading this carefully.

Article 16

The Client, by entering into Contract with the Company, confirms that he/she is aware that bicycles, if the Client brought his own bicycles are particularly vulnerable to theft, and that baggage and belongings (including items that you have hired or otherwise) of the Client are his/her responsibility.

The Client is obliged to follow any safety advice given to him/her by the tour leader or any representative of the Company during the Holiday, for the purpose of protecting his/her safety and the safety of others. This includes wearing a suitable protective headgear at all times.

The following items are not allowed on holidays organized by the Company: any form of small or large calibre firearms, shotguns, knives, air weapons, archery equipment, fireworks or illegal substances, intoxicating substances which diminish ability of a person to operate a vehicle pursuant to any relevant law.

Article 17

The Company uses a range of accommodation providers for holidays it organizes. By booking, the Client agrees to abide by their own terms and conditions for which they accept guests. Any equipment or facilities that the Client uses should be kept clean and tidy. The Company reserves the right to charge the Client for any damage, missing items or extra cleaning required.

The Company reserves the right to enter your accommodation at any time for any reasonable purpose, e.g. to make checks, or carry out essential inspection, maintenance work, housekeeping or repairs.

The Company reserves the right to use different equipment to that which is described on its website or otherwise.

The Client is responsible for proper maintenance, marking and insuring of all the equipment and baggage that he/she brings. The Company will take reasonable care when transporting your property and equipment, however the Company is not responsible for any damage caused by a third party unconnected with the provision of the services contracted for, whether such damage is caused during the holiday or whilst the equipment is being transported.

Article 18

The Terms form an integral part of every contract entered to by the Client and the Company, and the Terms may only be waived by an authorized representative of the Company in a written form for a particular contract.

The Terms and all the contracts entered to by the Client and the Company, are governed by Croatian law and the parties agree to submit to the jurisdiction of Croatian courts.

Unless the Client notifies the Company otherwise, by making concluding the Contract, he/she consents to us using any images taken of you on any of holidays organized by the Company without charge in all media at any point in time (for use on the website of the Company, social media, brochures, videos etc.)

The Company is authorized to transfer and/or assign its rights and/or its obligations under these terms and conditions. This will not affect the rights of the Client under the Contract.

The Client is not authorized to transfer any of his/her rights or obligations under the Contract without prior written consent of the Company.

The Client is responsible for the supervision of all members of his/her party under the age of 18.

If any part of the Terms is not valid, the validity of any other part of the Terms will not be affected.

Article 19

The Client can use optional extra services which the Company provides.

The Company is authorized to use a third party to facilitate optional extra services and in such cases the Company will inform the Client of this. Upon accepting the service, The Client agrees to the third party's terms and conditions.

In the case that the Client wants to use the services described in section 1 of this article, he/she is obligated to book those services in advance and the Company will confirm booking of those services once it has received payment from Client.

The equipment (which is the subject of optional services), including all accessories supplied, is let out on a hire basis. The equipment remains the property of the Company property and the Client is not authorize to you will not sell, hire out or otherwise part with the possession thereof.

The Client agrees to return all equipment and accessories in the same condition as to when he/she received it (except for normal wear and tear). The Company reserves the right to charge the Client for any damage caused by your act or omission. In the event that the equipment does not work, other than a result of your misuse, the Company will endeavour to repair the equipment.

In the event of the equipment being stolen or lost, the Company reserves the right to call upon the Client to indemnify the Company for the cost of the replacement of the equipment. However should the equipment subsequently be returned in a satisfactory condition, the Company will refund the Client within 30 days.

The Client must ensure that the equipment is adequately locked or secured when not in use and to not use the equipment whilst under the influence of intoxication substances and immediately notify the Company in the event of the breakdown or loss of the equipment.

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Last updated: August 01th 2019.

EUROPE ADVENTURES LTD