

Terms and Conditions

Booking Conditions:

In completing and submitting the Booking Form, you agree to be bound by these conditions of contract between Compass Expeditions Pty Ltd, ABN 21 127 945 046, and you.

1. Reservation and Payment: A deposit of 20% of the tour cost is required to establish and hold a reservation.

1.1 The 20% deposit is due and payable to Compass Expeditions no later than 30 days after completion of reservation. If you book less than 90 days prior to departure, full payment will be required immediately upon reservation. Your booking will take effect once your 20% deposit payment has cleared.

1.2 Places and bike models are limited and are allocated on a first come, first served, basis.

1.3 Compass Expeditions reserve the right to refuse to accept a reservation due to, but not limited by, your health & fitness level and/or motorcycle riding experience. Should this occur payments made will be refunded.

1.4 The full balance is due and payable ninety (90) days prior to departure. Your booking may be considered cancelled should the full balance not be received by Compass Expeditions by that time.

2. Cancellation by you: If you wish to cancel your participation in the tour, you must notify Compass Expeditions in writing.

2.1 If you notify Compass Expeditions within 5 business days of booking that you desire to cancel your participation, then the 20% deposit you have paid will be refunded in full, minus any non-refundable merchant fees we may have incurred.

2.2 If you notify Compass Expeditions after that time, but more than 90 days prior to departure, then the following will apply:

- You will automatically forfeit 50% of your deposit on tours of 74 days duration or less.
- You will automatically forfeit 100% of your deposit on expeditions of 75 days or more.
- Other fees may apply as per the Compass Expeditions Trip Terms and Conditions.

2.3 If notice is received within 90 days of departure, the full balance will be forfeited. In the circumstances we strongly recommend that you obtain trip cancellation insurance from a travel insurance company.

3. Cancellation by us: We may cancel any tour at any time prior to departure if:

- The number of participants booked does not meet the minimum requirement to operate the trip.
- Due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary.

Should that occur, and we are unable to transfer you to another trip to your satisfaction, your payment will be refunded in full. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including, but not limited to, visas, vaccinations, travel insurance excess or non-refundable flights.

4. Privacy: In order to be able to supply services to you, Compass Expeditions, will need to collect certain information from you, some of which may be of a personal nature. The information may be disclosed to our service providers to enable the services to be provided but will not be used for any other purpose.

5. Image & Likeness: You grant Compass Expeditions the right to take photographs and videos of you in connections to your participations on a tour or expedition. You authorise Compass Expeditions to copyright, use and publish your image and likeness in print and/or electronically for marketing purposes and the like.

Trip Terms & Conditions

The tour operator is Compass Expeditions Pty Ltd, ABN 21 127 945 046, trading as Compass Expeditions of 9/3 Bowen Cres, Melbourne, Victoria, Australia 3004. Please carefully read and agree to the following terms and conditions, which form part of the contract you enter into by doing one of our tours. You must not book unless you understand and agree with the following terms and conditions.

1. Deposit and Final Payment: You will be required to pay a 20% travel deposit at the time of booking. Final payment is required no later than 90 days prior to departure date. Your booking may be considered cancelled should the full balance not be received by Compass Expeditions by that time.

2. Changes and Cancellation Fees: Fees and extra charges will apply where a booking is changed or cancelled by you. These charges can be up to 100% of the cost of the booking, regardless of whether or not travel has commenced.

2.1 Where we incur any liability for a cancellation fee or charge for any booking which you cancel or change, you agree to indemnify us for the amount of that fee or charge. You may be liable for cancellation fees charged by airlines, hotels, sight-seeing, shipping, transfer services, vehicle hire services, and the like, amounting to all or a portion of monies paid.

2.2 If changes are made by you in relation to your passport, driver's license (including International Driving Permit) and any other travel documents, after airfares and bike permits have been issued for a booking, Compass Expeditions will pass on to you any re-issue charges levied by airlines, ground suppliers and customs authorities. It is your responsibility to ensure that Compass Expeditions has all your correct documentation at least 90 days prior to departure.

2.3 No refund whatsoever is available for a cancellation after the date of commencement of the tour or expedition, or in respect of any itinerary item, fares, accommodation or any other service not utilised.

2.4 If you fail to join a tour or expedition, join it after departure, or leave it prior to its completion, for any reason whatsoever, including, but not limited to, illness, accident or personal reasons, no refund will be made nor will Compass Expeditions be liable to pay you any compensation for unused services or items, including, but not limited to, accommodation, airport transfers, excursions and airfares.

2.5 Compass Expeditions is not responsible for any incidental expenses that you may incur as a result of your late arrival or early departure, including, but not limited to, additional accommodation, airfares or any costs whatsoever associated with you re-joining the group. You bear all such expenses at your own cost.

3. Health & Fitness: You are responsible for ensuring that you are fit and healthy enough to participate in your selected tour or expedition and to disclose any relevant medical conditions at the time of booking.

3.1 We reserve the right to insist on a medical certificate from your doctor stating that you have a suitable level of health and fitness.

3.2 You must ensure that you are aware of any health requirements for your travel and ensure that you carry all necessary vaccination documentation. Please check with your local doctor or specialist travel vaccination clinic.

3.3 You agree that should you be affected by any sickness, serious injury or other change in circumstances that Compass Expeditions, and/or our tour leaders, 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.

4. Travel Insurance: Travel Insurance is compulsory for all travellers participating on a Compass Expeditions tour or expedition and should be taken out at the time of booking. Compass Expeditions will request proof of Travel Insurance prior to commencement of the tour or expedition.

4.1 Compass Expeditions reserves the right to cancel or suspend your participation on a tour or expedition, at any time, with no right of refund, if you are unable to provide proof of travel insurance when requested.

4.2 The travel insurance must be comprehensive and must cover accidents, injury, illness and death, medical and hospital expenses, including any related pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability.

4.3 The travel insurance must cover you and your participation as a rider or pillion passenger for accidents, injury and death whilst riding a motorcycle over and above 250cc capacity in foreign countries.

4.4 It is recommended that the travel insurance covers loss of deposit, cancellation, curtailment and loss of personal property. We also recommend you obtain travel insurance which extends coverage to disruption, costs and expenses you may suffer or incur in connection with COVID-19.

4.5 You agree not to hold Compass Expeditions responsible for any decision made by your travel insurer.

5. Passport and Visas: You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. Compass Expeditions accepts no responsibility for these matters or for refusal of entry into the country/countries of your destination. Any loss incurred as a result of such documents not meeting the requirements will be your sole responsibility.

6. Authority on tour: The trip is run by the tour/ride leader, including guest or celebrity leaders when applicable.

6.1 The decisions of the tour leader will be final on all matters regarding safety and wellbeing of the participants including the motorcycle riding abilities of the participants and any change in itinerary due to any reason which the tour leader considers may be a risk to the safety and wellbeing of the participants. Reasons may include, but are not limited to, unforeseen circumstances or events of the kind described in clause 9.2, be that due to weather, local conditions, politics or other reasons. No refund will be considered in the event of any such changes.

6.2 The tour leader retains the right to remove a participant from the tour. If you fail to comply with the decision made by the tour leader or present a risk to the wellbeing of the group in any material way, the tour leader may order you to leave the tour immediately. In those circumstances you will receive no right of refund. Furthermore, in circumstances where you are removed from the tour, Compass Expeditions accepts no responsibility for the ongoing travel expenses, or any other incidental costs you incur.

7. Change of arrangements: You acknowledge that travelling with Compass Expeditions requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation and vehicles may change even after commencement, without prior notice due to local circumstances. Changes may occur because of risk to safety and wellbeing of participants, acts of God, poor conditions, weather, vehicle breakdowns or other circumstances or events described in clause 9.2 that are beyond Compass Expeditions control or which could not be foreseen.

7.1 Compass Expeditions reserves the right to change any part, or the whole, of the arrangements contained within the website and tour dossier, should we determine such action necessary. Where possible in such cases, we will use our reasonable endeavours to provide alternatives of the same standard, quality and duration as the original itinerary. You will have the right to cancel your tour, in which case cancellation fees as outlined in the Booking Conditions and Trip Terms and Conditions will apply.

7.2 Compass Expeditions does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances or events beyond Compass Expeditions control. Compass Expeditions is not responsible for any incidental expenses that you may incur as a result of changes made by us, including, but not limited to, additional accommodation, medical evacuation or repatriation costs, airfares or costs associated with changes to airfares. You bear all such expenses at your own cost.

8. Acceptance of Risk: You acknowledge that the nature of the trip is adventurous, and participation involves a degree of personal risk. You acknowledge your journey will have the usual risks of travel, and the additional risks that are associated with adventure travel and motorcycling. You accept these risks and the possibility of personal injury, death, property damage or loss which may result from your decision to participate in the tour or expedition.

8.1 You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary.

8.2 Motorcycling can be dangerous and traffic conditions, roads, weather and other conditions in the countries you will be travelling, as well as the actions of other members of the trip can influence those risks.

8.3 You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risk attendant upon such travel.

8.4 You will be required to sign a Release and Waiver Form before you can participate in a Compass Expeditions tour or expedition. A copy of the Release and Waiver can be found at compassexpeditions.com/compass-expeditions-release-and-waiver-of-liability/

9. Limitation of Liability: To the fullest extent permitted by law, Compass Expeditions excludes all liability for any costs, expenses, loss or damage whatsoever (including, but not limited to, loss or damage to property of whatsoever nature, physical and psychological injury, economic loss, disappointment or inconvenience) that may arise in any way in connection with or as a consequence (whether directly or indirectly) of the supply of goods or services through or by Compass Expeditions or its agents, employees, subcontractors or

third party suppliers.

9.1 Compass Expeditions does not accept any responsibility or liability for any acts, omissions or defaults of third-party service providers such as airlines, hotels, site seeing, shipping, transfer, vehicle hire services and the like, whether negligent or otherwise over whom we have no direct control.

9.2 Compass Expeditions will not be liable to pay you any compensation if the contractual obligations detailed in these terms and conditions are affected, delayed or disrupted by any event beyond our control. These events can include, but are not limited to, change in law or regulations, government direction or public health order including arising from an epidemic, pandemic or public health emergency (including COVID-19), acts of war, threats of war, insurrection, civil unrest, politics, terrorist activity, riots, sabotage, acts of or advice from government or other national or state authorities including port or river authorities, industrial disputes, border closures, natural or nuclear disasters, fire, chemical disasters, adverse weather conditions, sea, ice or river conditions or any events outside of our or our suppliers control. Advice issued from the Foreign Office or your country or any other country to avoid or leave a particular country may constitute a relevant event under this clause.

9.3 Compass Expeditions is not responsible for your personal effects if they are lost, stolen or destroyed. Compass Expeditions cannot be held liable for any such loss irrespective if personal items are being carried on the Compass Expeditions support vehicle/bike or lost during a shipment organised by Compass Expeditions.

9.4 Compass Expeditions is not responsible for any accidents. Notwithstanding any other provision of these terms and conditions, it is agreed and understood that neither Compass Expeditions nor its agents, employees, sub-contractors or suppliers, including ride leaders and support vehicle drivers, are the guardians of any customer safety and that they, individually or collectively, cannot be held liable in any way for any occurrence in connection with the tour which might result in injury, death or other damage to the customer, his property or his family heirs or assigns.

9.5 Nothing in these terms and conditions is intended to be construed as restricting, excluding or modifying any condition or warranty implied by the *Competition and Consumer Act 2010* (Cth) or any statutory rights under that legislation, where to do so would have the effect of rendering the relevant provision void or otherwise unenforceable. However, Compass Expedition's liability for a breach of any implied condition or warranty is limited to the supply of the goods and services again or payment of the cost of having the goods and services supplied again.

10. Motorcycle supply: The motorcycles are provided by Compass Expeditions and/or its agents or third-party suppliers, and the cost is included in the tour price.

10.1 Compass Expeditions will attempt to provide you with the model of motorcycle confirmed in your booking. If after having confirmed the model of motorcycle requested and prior to departure Compass Expeditions finds that it is necessary to substitute a different model, Compass Expeditions will notify you as soon as possible. A refund for the difference in models, if any, will be refunded to you. If you do not wish to accept the proposed substitution you will have the right to cancel your tour, in which case cancellation fees as outlined in the Booking Conditions and Trip Terms and Conditions will apply.

10.2 Unexpected and uncontrollable situations may require last minute substitution of a motorcycle, before or after the trip has begun. This may be for reasons including, but not limited to, mechanical failure, accident, collision, damage and theft. In this circumstance Compass Expeditions reserves the right to substitute the model of motorcycle confirmed in your booking with a different model of motorcycle. Should Compass Expeditions not be able to replace a motorcycle with the confirmed type or similar, you will be entitled to a prorated refund for the difference in models, if any, however subject to set off of any applicable costs and expenses under clause 10.5.

10.3 The motorcycle that Compass Expeditions provides for your use as a participant will be insured, but you will be liable for any penalties, fines and damage excess as imposed by the motorcycle supplier for any damage to the motorcycle deemed by Compass Expeditions and/or our third-party supplier to have been your responsibility. The term 'damage' is to exclude reasonable wear and tear. Minor blemishes or paint chips caused by gravel, stones and insects are considered normal wear and tear however damage or scratches caused by an accident, dropping a motorcycle or riding it through bushes or off roadways is not considered normal wear and tear. A listing of damage excess applicable to your tour can be found at compassexpeditions.com/compass-expeditions-excess-reduction-policy.

10.4 Some suppliers may offer you the opportunity to limit their exposure to the initial damage excess through the purchase of an Excess Reduction Policy (ERP). This policy operates to reduce the excess you are exposed to by payment of a daily fee for the duration of the tour. You may exercise this option at the time of booking and prior to tour commencement. Once the tour commences you will be unable to exercise this ERP option.

10.5 If a substitute motorcycle is required due to damage deemed by Compass Expeditions and/or our third-party supplier to have been your responsibility, you will be liable for any new rental fees and transport costs. You will also be required to enter into a new rental agreement and purchase an Excess Reduction Policy, at your cost.

10.6 You are solely responsible for the ignition keys during the normal course of a riding day. Should they be lost or stolen due to neglect or failure to follow the tour leaders' instructions you are responsible for the cost of replacement.

11. Riding your own motorcycle: On some tours or expeditions we may, entirely in our discretion, offer you the option to 'bring your own' motorcycle. You are responsible for ensuring that the motorcycle you bring is suitable and meets applicable roadworthy requirements to take part in your selected tour or expedition, including, but not limited to, compliance with all relevant legislation, regulations and codes for or with respect to the registration and operation of road vehicles.

11.1 Compass Expeditions reserves the right to refuse to accept the involvement of a motorcycle due to the unsuitability of the model for the terrain to be travelled and/or the lack of roadworthiness of the motorcycle. This decision can be made at any time prior to the first ride day of the tour and is final.

11.2 In the event of an accident or breakdown, where the motorcycle can no longer continue on the journey, no refund will be made nor will Compass Expeditions be liable to pay you any compensation for unused services or items, including, but not limited to bike spare parts, tyres, accommodation, excursions, airport transfers and airfares.

11.3 Where shipping your motorcycle is included in the tour or expedition price, this shipping will be to the specified starting point and from the specified end point only. If you or your bike are unable to finish the tour or expedition for any reason whatsoever, including, but not limited to, illness, accident, bike breakdown or personal reasons, then the cost of repatriating your bike or transporting to the end point will be your responsibility.

11.4 Compass Expeditions is under no obligation to carry your motorcycle to the tour end point destination.

11.5 Compass Expeditions does not accept any responsibility or liability for any acts, omissions or defaults of any shipping company which we contract to transport your bike, whether negligent or otherwise over which we have no direct control.

a) Compass Expeditions will not be liable, and no compensation will be made for any damage or loss caused to the motorcycle, motorcycle parts, or any other items shipped with your motorcycle, during the shipping or port to port transit.

b) No refund will be paid nor will Compass Expeditions be liable to pay you any compensation for unused services or items, including, but not limited to accommodation, airport transfers and internal flights due to the late arrival of your motorcycle to the tour starting point.

c) Compass Expeditions is not responsible for any incidental expenses that you may incur as a result of the late arrival of your motorcycle, including, but not limited to, additional accommodation, airfares or any costs associated with you re-joining the group.

12. Your responsibilities as a participant: As a participant on a Compass Expeditions tour or expedition you agree to follow the safety guidelines prescribed by Compass Expeditions and our ride leaders and accept the following standards and terms.

12.1 You must ensure that your ability to participate safely in the tour is not impaired by the consumption of alcohol or drugs in your social time. You agree to refrain from alcoholic beverages until the motorcycles have been parked for the night. You must report to the tour leader if due to the consumption of alcohol or drugs you are incapable of safely participating or may be a risk to the safety of others. Riding privileges will be suspended for anyone under the influence of drugs or alcohol.

12.2 If you operate a motorcycle under the influence of alcohol or drugs you will be fully liable for any loss, liability, or damage you cause to any persons, property or equipment, including, but not limited to, the motorcycle we provide to you. Compass Expeditions is not obliged to replace a motorcycle you damage in these circumstances.

12.3 Participants who intend to operate a motorcycle provided by Compass Expeditions must be at least 25 years old and must have a valid motorcycle operator licence. Participants must also attest that they have at least 2 years of experience operating a motorcycle of similar size or larger than the motorcycle that will be provided by Compass Expeditions.

12.4 You must ensure that you adhere to all applicable local laws and regulations, including any government directions or public health orders related to COVID-19.

12.5 If you do not comply with local laws and regulations or do not practice safe group travel practices as described by the tour leader and by guidelines provided by Compass Expeditions, we may terminate our agreement with you on notice and in that event all associated riding privileges will be cancelled. You agree in this event all costs and expenses associated with termination, cancellation and repatriation arrangements will be borne by you.

13. Indemnity: You agree to indemnify Compass Expeditions for all costs and expenses we sustain or incur, including, but not limited to, losses, claims, damages, liabilities, fines and penalties, to the extent caused or contributed to them by your acts or omissions. Compass Expeditions may recover a payment under this indemnity before it makes any payment in respect of which the indemnity is given.

14. Governing Law and Jurisdiction: If any dispute arises in relation to the agreement between you and Compass Expeditions, the laws of Victoria, Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria, Australia, and waive any right that you may have to object to an action being brought in those courts.

15. Terms & Conditions: Compass Expeditions 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 Compass Expeditions website (www.compassexpeditions.com). You should regularly check the terms and conditions displayed on this website.

16. Entire Agreement These terms and conditions shall be read together with the Release and Waiver Form and together form the entire agreement between you and Compass Expeditions concerning the subject matter hereof. To the extent of any conflict or ambiguity between them, the Release and Waiver Form 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.

Acceptance of Terms and Conditions

I have read and agree to the Booking Conditions and to the Trip terms of conditions of Compass Expeditions.

I am aware that motorcycling can be dangerous and that travelling and the activities of the tour may involve the risk of illness or serious injury. I am aware that risks and dangers can arise from a range of factors such as traffic conditions, roads, weather and other conditions as well as from my own actions or inactions, and the actions or inactions of other participants on the tour. I acknowledge and agree to accept those risks.

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

I understand that I will be required to sign a Release and Waiver Form before I can participate in a Compass Expeditions Tour. The Release and Waiver Form shall be read together with these Terms and Conditions. To the extent of any conflict or ambiguity between them, the Release and Waiver Form shall prevail.

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

Signature

Date

Name