

# URBANHEARTBEAT

NEW YORK CITY, USA: 2019

## TOUR CONTRACT

**IMPORTANT:** Please take the time to read and understand the terms and conditions outlined in this Urban Heartbeat Tour Contract. The contract is a binding agreement between you, the traveller, and Urban Heartbeat. After you have read, understood and accepted this contract, it will be deemed that you agree to the terms contained herein. Please pay special attention to Urban Heartbeats' right to exemption and limitation of liability.

### TERMS AND CONDITIONS

#### Urban Heartbeat Agrees:

That it shall conduct the tour in a professional manner.

That it will, at all times hold uppermost the best interest and welfare of the client.

#### Tour Cancellation by Urban Heartbeat:

Urban Heartbeat reserves the right, by absolute discretion, to cancel any tour due to circumstances beyond our control, for reasons of security or personal safety (eg. severe weather, civil unrest) or insufficient number of participants. In the event that any of these unlikely circumstances arise, Urban Heartbeat will work with all affected members to try to provide alternative tour dates without penalty or provide a full refund of any monies due, minus cancellation fees charged by airline companies and accommodation companies not controlled by Urban Heartbeat.

#### Health of Traveller:

URBAN HEARTBEAT IS NOT LIABLE FOR MEDICAL CARE OR EXPENSES WHATSOEVER

- a. Traveller is fit for tour. The traveller warrants he or she is physically fit and capable of undertaking the agreed tour. Urban Heartbeat in its sole discretion may require a doctor's certificate in that regard. A certificate of fitness may be required over 60 years of age.
- b. Consent to treatment. If in the opinion of Urban Heartbeat, a traveller is in need of medical assistance and is unable to request it, the traveller hereby consents to Urban Heartbeat making such medical arrangements as it deems necessary, at the cost of the traveller.
- c. Traveller's Obligation to Report Medical Condition. The traveller must report any pre-existing illness, disability, pregnancy or any other conditions for which the traveller may require medical attention during the course of the Urban Heartbeat tour before the tour commences. If any such condition arises before the commencement of the tour, it must be reported to Urban Heartbeat as soon as such illness or disability is known. Failure to report any such condition completely absolves Urban Heartbeat and all contractors, guides and trainers from all or any liability in respect of such condition.
- d. Refusal of tour. Urban Heartbeat reserves the right to refuse any person who has failed to give proper notice of physical disability, illness or handicap requiring special care, attention or treatment or who in the opinion of Urban Heartbeat is physically or mentally unfit for travel. In such event, the tour fees will be refunded at the sole discretion of Urban Heartbeat and Urban Heartbeat shall be entitled to deduct any expense associated therewith.

URBAN HEARTBEAT PTY LTD  
ABN: 62629599382  
info@urbanheartbeat.com.au

- e. Treatment at traveller's risk. Subject to the foregoing, any medicines, surgical, attention or medical treatment furnished by a qualified doctor or medical service personnel (all of who are engaged as independent contractors) designated by Urban Heartbeat shall be and are accepted at the traveller's sole risk, and Urban Heartbeat shall not be responsible for the quality, nature or consequences thereof.
- f. Traveller from outside of the USA must have purchased Travel and Medical Insurance for the tour to cover the following:
- Emergency evacuation;
  - Medical treatment;
  - Payment of hospitalization;
  - Repatriation to their country of origin;
  - Travel delays;
  - Loss of luggage, money etc;
  - Death and disability; and
  - Events such as airline strike causing cancellation of the tour.
- Urban Heartbeat in its sole discretion require proof in that regard.
- g. Traveller from within the USA must arrange health/medical insurance to cover the following:
- Emergency evacuation;
  - Medical treatment;
  - Payment of hospitalization;
  - Repatriation to their city of origin (if within the USA); and
  - Death and disability.
- Urban Heartbeat in its sole discretion require proof in that regard. Traveller who does not furnish Urban Heartbeat with proof of insurance coverage acknowledges that he/she may be left exposed medically, financially, emotionally or otherwise.
- h. Traveller acknowledges that Urban Heartbeat is not in the business of providing insurance products and cannot be held liable if he/she fails to arrange suitable insurance coverage that leaves him/her exposed, medically, financially, emotionally or otherwise.
- i. Urban Heartbeat reserves the right to withdraw any traveller due to illness and substance abuse such as alcohol and drugs and violation of United States legal or customary practices at anytime during the tour.

The Traveller acknowledges that whilst Urban Heartbeat will take every reasonable precaution to ensure the safety of the traveller on the tour, that the nature of the tour has inherent risks and dangers possible which may well be beyond the control of Urban Heartbeat. The traveller acknowledges that they participate in the tour at his/her own risk, and in the event of any accident, injury, incapacitation, illness, pain, death or other event suffered or incurred by the traveller on the tour that the traveller will seek no compensation from Urban Heartbeat and will hold Urban Heartbeat blameless and will not seek damages from any court of competent jurisdiction in relation to any accident, injury, incapacitation, illness, pain, death or other arising from the tour.

**1. THE CONTRACT:**

Upon payment of the Urban Heartbeat tour fees for the agreed itinerary described within the Urban Heartbeat website, and subject to the terms of this contract, Urban Heartbeat agrees to accept the travellers named on the Confirmed Booking Form.

**2. DEFINITIONS:**

- a. "**Traveller**" means anyone that has booked and purchased the Urban Heartbeat tour and whose name appears on the Confirmed Booking Form.
- b. "**Urban Heartbeat**" is the Company organising and operating the Urban Heartbeat tour, Urban Heartbeat staff includes trainers, guides and coaches.

- c. **"Touring"** means walking and other activities undertaken by travellers according to their accepted itinerary.
3. **GENERAL PROVISION:**
- a. Your authority to agree. In purchasing the Urban Heartbeat tour, you state that you are authorized by or on behalf of any traveller listed on the Confirmed Booking Form to agree to all the terms of this contract.
  - b. No transfer. This contract is between the tour operator and the traveller. It cannot be sold, assigned or transferred to any other person without prior express written consent of the tour operator.
  - c. No third party responsibility. This contract is only with the tour operator. No other person or company shall be responsible in any way to the traveller.
  - d. Limitations applied if that party is held responsible. However if any other person or company is held responsible, all benefit limitations, exemptions from liability, defenses and immunities referred to in this contract or under law, or treaty or from any other source to such person or company and their staff, guides, coaches and agents.
  - e. Contract continues. This contract remains in effect for all of the period when the tour operator is under any responsibility to the traveller or the traveller's property.
  - f. No oral changes, no additions, variations or waiver or any of the contract can be affected unless it is expressed in writing and signed by the tour operator or each authorized agent.
4. **PAYMENT OF TOUR FEES:**
- a. Payment of tour fees. The tour fees agreed between the traveller and the tour operator shall be payable as follows:
    - i. A deposit at the time of booking that is non-refundable
    - ii. Balance of tour fees at least 60 days prior to tour date.
  - b. What is covered: The tour fees as agreed shall include:
    - i. Single Package: Accommodation, airport transfers in New York City, all included activities (outlined on the tour itinerary), tour guides, all included tours, activities and meals as specified on the itinerary.
    - ii. Twin package: Exactly the same as the Single package except **sharing a room with another participant.**
    - iii. The fee does not include expenses of a personal nature including hotel sundry services (included but not limited to mini-bar items, laundry, in room entertainment), alcoholic drinks, meals at restaurants (except for the meals specifically included in the itinerary), telephone and internet bills and gift items.
  - c. **PRICE VARIATIONS** - The price for your tour may change due to currency fluctuations, vehicle fuel costs and other surcharges. We will not apply these charges to you after you have paid in full unless the variations are substantial, in which case we will offer you the choice of a refund or continuing with the variation of payment.
5. **CANCELLATION BY THE TRAVELLER:** The traveller shall be entitled to withdraw from the contract only upon the times or events set out as follows:
- a. Given the requirements for us to book accommodation and activities in advance. A partial refund will only be granted on costs not yet incurred for Urban Heartbeat.
  - b. The deposit is 100% non-refundable
  - c. Urban Heartbeat reserves the right to use their discretion when it comes to cancellation of any nature.
6. **TOUR OPERATOR'S RIGHT TO CANCEL AND CHANGE ITINERARIES:**

- a. Changes in itineraries. The tour operator may at anytime, without notice, cancel or change the approved and accepted itinerary or substitute tours. The traveller shall have no claim against the tour operator by reason of any cancellation, change or delay of the tour, accommodation and activity and meal options, travelling expenses or other loss, and inconveniences from delays.
- b. Approximate schedule. Tours and itineraries including departure times and arrival times may be altered at the discretion of the tour leader due to unforeseen circumstances.
- c. Deviations and Diversions. For whatever reason or reasons necessary, travellers who deviate and divert from the advertised and approved itinerary may do so at their own risk and will be liable to pay any expense associated with the change.
- d. Interruption of the tour.
  - i. Acts of God. If the tour is interrupted, or unduly delayed or prevented from proceeding as advertised by \*Acts of God, \*Acts of Government, or ruling authority, \*epidemics, natural disasters, fires, landslides, earthquakes, war, hostilities, riots and strikes, or \*any other causes of circumstances beyond the tour operator's control and responsibility. The tour operator shall have the right to terminate the purchased tour at anytime without notice and of any reason whatsoever. In that event, the tour operator may (at its absolute discretion, of which it shall be the sole judge) refund such proportionate part of the tour fee.
- e. Indemnity by Traveller. The tour operator shall have the right to be indemnified by the traveller for all or any penalties, fines, charges, losses and expenses upon and incurred by the tour operator because of the actions or deeds of the traveller, or any other person in the tour operator's care.
- f. **NOTE:** Urban Heartbeat reserves the right to cancel where the Department of Foreign Affairs and Trade or other available information indicates the trip should not proceed. This decision is at the absolute discretion of Urban Heartbeat. Any amount paid by you will be credited towards another Urban Heartbeat tour.

**7. REGULATIONS CONCERNING BAGGAGE AND PERSONAL PROPERTY:**

- a. Baggage means backpacks, handbags and bundles containing wearing apparels and personal effects.
  - b. Limitations and Liabilities. For safekeeping purposes, the tour operator does not undertake to store any contents of a baggage belonging to other persons apart from the traveller named on the Confirmed Booking Form. The tour operator shall not accept for storage any baggage unless all the contents are declared, listed and personally viewed by the tour operator, its agents or servants. The tour operator will not be held responsible for the loss or damage to any item that is claimed as content in the baggage and which was not personally viewed by the tour operator, its agents and servants.
  - c. Marking of baggage. Each piece of baggage will be marked with the full name and address of the traveller. The tour operator shall not be liable for loss, damage or delay resulting from the traveller's failure to mark each piece of baggage plainly as directed.
  - d. Valuables. The tour operator is not responsible for money, jewellery, documents and any other valuables which travellers keep on their persons, in their accommodation or in their baggage.
  - e. Insurance by Passenger. Travellers are strongly recommended to obtain adequate insurance to cover his or her baggage and personal effects from theft, loss, damage and delays.
- 8. PASSPORT-** A traveller from outside of the USA must have a valid passport with not less than 6 months validity from the return date of intended travel.
- 9. VISA –** A traveller from outside of the USA must apply for authorization under the Visa Waiver Program and have a valid ESTA, available at: <https://esta.cbp.dhs.gov/esta/>
- 10. INSURANCE –** You must obtain the adequate insurance as set out herein and provide proof of name with Urban Heartbeat prior to departure.

## LIABILITY DISCLAIMER

The nature of the tour is that it will be physically demanding on the client, requiring the client to undertake walking, running, lifting weights, biking, rowing, dancing, jumping, climbing, and a combination of these or similar, while being exposed to the elements (traffic, people and other) beyond the control of Urban Heartbeat.

### 11. LIMITATION ON TOUR OPERATOR'S LIABILITY:

- a. No liability for certain events. The tour operator and its agents including its staff, guides, trainers and coaches shall not be liable for loss, death or delay or injury, to, any traveller or loss or damage or delay to his baggage, personal effects or other property arising from \*Acts of God, \*Public enemy, \*Government restraint, Riots, \*Strikes, \*labor troubles who ever may be the instigators thereof, \*epidemics, \*civil disturbances of whatever nature, \*Acts of Government, or ruling authority, \*epidemics, natural disasters, fires, landslides, earthquakes, war, hostilities, riots and strikes, or \*any other causes of circumstances beyond the tour operator's control and responsibility.
- b. Limitation on Traveller's Liability with respect to baggage and personal property. This liability shall not exceed AUD200 in the event of loss, damage or delay to any of the traveller's baggage or other property taken with him/her on the tour.

**OTHER OPERATORS AND SUB-CONTRACTORS:** Whilst all care is taken, no responsibility or liability whatsoever is borne or accepted by the Tour Operator for any other operator that is included, for any reason, as part of a package or holiday. The traveller agrees that any independent contractors with whom the Company contract provide their services subject to their usual terms and conditions.

Dates: \_\_\_\_\_

Signed by URBAN HEARTBEAT,  
by its duly authorised representative: \_\_\_\_\_

In the presence of: \_\_\_\_\_

Dates: \_\_\_\_\_

Signed by the traveller: \_\_\_\_\_

In the presence of: \_\_\_\_\_

Full name of traveller: \_\_\_\_\_

Address of traveller: \_\_\_\_\_