

MULGA BICYCLE TOURS



CANBERRA BIKE TOURS TERMS AND CONDITIONS

1 GENERAL

- 1.1 MBT, supplies the bike tour subject to these terms and conditions ('Terms').
- 1.2 These Terms cannot be varied except as expressly agreed in writing by us.
- 1.3 Children under the age of 12 cannot participate. Guests between the ages of 12 and 18 years of age must be accompanied by a parent or guardian.
- 1.4 You must follow all traffic rules and road rules.
- 1.5 You must follow all directions given by MBT throughout the bike tour and you must remain in control of your bike at all times.
- 1.6 For your own safety you must wear shoes that cover your entire foot. No high heels.
- 1.7 We collect photographic images and video footage taken of you while participating on the tour ('Recorded Material').
- 1.8 Following the Tour we will provide you with copies of any photographs taken by MBT during the Tour.
- 1.9 You acknowledge and agree that:
 - (a) Recorded Material may be published on the internet and will be accessible to users both nationally and internationally;
 - (b) you are not entitled to any remuneration, royalties or payment from us for the promotional use of the Recorded Material;
 - (c) we may use Recorded Material at our full discretion for advertising, promotional purposes, which is not limited to social media, digital and physical newsletters, our website and printed advertisements;
 - (d) all Recorded Material is our intellectual property, and you waive any ownership rights in the Recorded Material.
- 1.10 If you do not wish for us to use any Recorded Material captured of you, you must advise us before the tour departure, otherwise you are deemed have consented to the publication of such recorded material.

2 EXCLUSION OF LIABILITY AND WAIVER TO SUE US

- 2.1 MBT uses great care to ensure that its bike tours are safe, however you acknowledge and agree that bike tours can be dangerous and include inherent risks and hazards, as specified in [our Risk Warning which is available here](#). As a result, personal injury (including serious personal injury) and sometimes death can occur.
- 2.2 You assume and accept all risks and waive the right to sue MBT and its office holders, for any personal injury or death suffered by you caused by or arising from your participation on the bike tour, including any negligent or willful act or omission, breach of contract, breach of statutory duty or error, to the extent that any such liability is not the result of our negligent act.
- 2.3 You must sign and submit [this online Waiver and Assumption of Risk Form](#) (Form) prior to the start of the Tour. If you do not sign the Form, you cannot partake in the bike tour.

3 ACKNOWLEDGEMENT, WARRANTIES AND INDEMNITY

- 3.1 You acknowledge and warrant to MBT:
- (a) that each person you make a booking for has agreed to these Terms and you have the necessary authority to provide this warranty; and
 - (b) if you or each person you make a booking for have any health issues prior to the bike tour, you have advised us and sought appropriate medical advice and clearance.
- 3.2 You indemnify MBT and its office holders, against any loss or damage suffered by MBT and its office holders to the extent that the loss or damage is caused by any negligent or illegal act or omission by you.

4 LIMITATION OF LIABILITY

- 4.1 To the extent permitted by law, all guarantees, warranties and conditions other than those specified in these Terms are excluded.
- 4.2 To the extent permitted by law MBT will not be liable in any circumstance:
- (a) for any personal injury or damage to property of any kind resulting from your negligence, default under these Terms, or illegal act during your participation on the bike tour;
 - (b) any loss of or damage to your property (including but not limited to, your luggage); and
 - (c) any consequential loss suffered by you, to the extent that any such liability is not the result of our negligent act.
- 4.3 MBT's total liability to you for all claims arising out of this agreement is limited to an amount equal to the monies MBT have actually received from you.
- 4.4 If you fail to comply with all MBT directions, road rules, applicable laws and regulations MBT may expel you from the bike tour and MBT will not be liable to refund you the bike tour price.

5 CANCELLATION & VARIATION

- 5.1 If you fail to arrive at the commencement of the bike tour, we may cancel your booking and retain any payments made by you
- 5.2 If you cancel your bike tour, you will be entitled to a refund provided at least 48 hours' notice is given. Failure to provide the required notice will result in forfeiture of any payments made by you.
- 5.3 We endeavour to ensure every tour goes ahead, however we reserve the right to cancel a tour at any time prior to the commencement of the tour due to circumstances beyond our control.
- 5.4 If we cancel your booking and/or the tour prior to commencement for any reason other than as a result of you not arriving prior to the commencement of the bike tour, we will refund you all the money you have paid us.
- 5.5 If any event beyond our control occurs (for example fire or severe storm) we may to the extent permitted by law, either: vary the tour; or cancel the tour and refund you any payment received by us.
- 5.6 We may vary the tour at our discretion for any reason prior to and during the tour and we will not be liable to refund you any payment received by us on account of the tour price.