

MULGA BICYCLE TOURS

MULTI DAY TOUR TERMS AND CONDITIONS



Multilocus Interactive Pty Limited ACN 085 586 661 trading as Mulga Bicycle Tours ('we', 'our', and 'us') arranges fully supported multi-day cycling holidays ('Tour') throughout New South Wales, Victoria, South Australia, Queensland, and the Australian Capital Territory. These terms and conditions ('Terms') apply exclusively to every contract for services by us to a guest ('you' and 'your') and any participants who receive the Services ('Participants'), including through an agent, and cannot be varied except as expressly agreed in writing by us. You agree that if we accept your booking, these Terms will apply to your multi day tour booking with us.

1 BOOKING

- 1.1 You may make a booking with us via our website at www.mulgabicycletours.com.au.
- 1.2 You must provide us with all of the information we have asked for to allow us to assess and process your booking. We reserve the right to accept or decline your booking based on the information provided by you.
- 1.3 If you or any person for whom you make a booking is under the age of 18 you must ensure you have obtained parental/guardian consent, and that the minor is accompanied by a person over the age of 18 throughout the duration of the tour. If the Tour or part of the Tour is to be undertaken in South Australia, we will be unable to accept a booking made by or on behalf of a person under the age of 18.
- 1.4 We reserve the right to alter the price of the Tour prior to the date of the Tour for any reason, including (but not limited to):
 - (a) a change to the Goods and Services Tax (GST);
 - (b) a significant change in our costs of supply;
 - (c) a change in the nature of the Tour; or
 - (d) a change in applicable laws and regulations.
- 1.5 If we increase the price of the Tour, you must pay the difference between the new tour price and what you have already paid. If we decrease the Tour Price, then you will only have to pay the reduced amount.
- 1.6 We will not refund you any part of the Tour Price for meals, services, or accommodation not used by you.
- 1.7 Member Benefit Discounts must be claimed at the time you place your booking on our website.
- 1.8 We will charge you a Service Fee of \$150 AUD to cover the costs involved in facilitating last minute bookings (see Clause 4) or processing refunds (see Clause 6).
- 1.9 You must notify us at the date of booking of any special dietary requirements you have which we will endeavour to meet. Please let us know prior to starting the tour if you no longer require your special dietary requirements. If you do not let us know then you will be liable to pay for any additional costs associated with the preparation of special meals.
- 1.10 Irrespective of confirmation of your booking, you will not be allowed to commence the Tour if any of the following apply:
 - (a) you have not paid the Tour Price (together with the costs of any additional activities) in full;
 - (b) you have not signed our Waiver and Assumption of Risk Form;
 - (c) you do not satisfy the Mandatory Safety Equipment Requirements (see Clause 14);
 - (d) you have had a high-risk exposure to the COVID-19 virus within 14 days of the Tour's departure date;
 - (e) you have tested positive to the COVID-19 virus, or you are experiencing any symptoms potentially consistent with COVID-19; or
 - (f) we reasonably determine at our discretion that you cannot participate in the Tour.

- 1.11 You may not be allowed to continue on the Tour if you do not comply with our Safety Guidelines, Code of Conduct, and COVID Safe Protocols that are accessible from the document suite on our website www.mulgabicycletraveltours.com.au/document-suite.
- 1.12 We will provide you with the Tour in accordance with these Terms and to the standard of care and skill to be expected of a service provider who regularly acts in the capacity in which we are engaged.

2 TOUR EXTRAS

- 2.1 You may elect to participate in additional activities provided by third parties as set out in the tour program. You acknowledge and agree that we may use third party providers to provide any additional services as reasonably necessary, and that these additional activities will be added to the Tour Price.
- 2.2 You may at any time until 35 days prior to the commencement of the Tour:
- (a) cancel any additional activities and we will refund you the costs less our adjustment fee of \$25.00 AUD within 30 days of receiving your request; and/or
 - (b) add any additional activities and we will inform you of the costs together with our adjustment fee of \$25.00 AUD which you must pay as directed by us.

3 HIRE BICYCLES

- 3.1 Where you hire a bicycle (or bicycles) from us, the price of the hire plus a \$200.00 bond per bicycle will be added to the Tour Price.
- 3.2 Our hire bicycles are fitted with a water bottle cage, front and rear flashing lights and a rear rack and bag. The hire price includes servicing throughout the Tour and our commitment to do our best to keep you and the hire bicycle on the road.
- 3.3 You acknowledge and understand that not all mechanical faults are able to be rectified during the Tour and that we will use our best endeavours to ensure that an alternative arrangement is made available to you where a bicycle has a major malfunction that renders it inappropriate for use during the remainder of the Tour.
- 3.4 Unless otherwise agreed by us, for the duration of the Tour you agree to:
- (a) accept full responsibility for the care of the bicycle and operate the bicycle safely;
 - (b) only ride the bicycle during the hours of daylight;
 - (c) not ride the bicycle through sand or water, or any other terrain inappropriate for use;
 - (d) not fit anything to the bicycle or make any changes to the bicycle;
 - (e) not undertake or authorise any repairs, with the exception of repairing punctures;
 - (f) charge the battery each night of the Tour (where an electric bicycle has been hired);
 - (g) not allow any other person to use the bicycle;
 - (h) keep the bicycle safe from damage, including damage such as that caused by, but not limited to, the bicycle being blown or knocked over;
 - (i) keep the bicycle secure against theft, including but not limited to, storing the bicycle in your room;
 - (j) immediately stop using the bicycle, and inform us, if the bicycle develops a fault or shows any signs of failing to function normally;
 - (k) immediately inform us of any accidents involving your use of the bicycle, including incidents with third parties; and
 - (l) return the bicycle in the condition in which it was hired to you or pay for the cost of replacing the bicycle or repairing any damage (other than fair wear and tear), caused by your use or loss of the bicycle.
- 3.5 When the bicycle is returned to us in the condition in which it was hired, with allowances for fair wear and tear, we will refund the bond by bank transfer within 30 days after the scheduled end date of the Tour. You must provide us with your bank account details to facilitate this refund.

- 3.6 If we form the reasonable opinion that the bicycle has not been returned to us in the condition in which it was hired to you, including allowances for fair wear and tear, you agree that the cost of any repairs can be deducted from the bond with any balance refunded to you upon completion of the repairs.
- 3.7 If the cost of replacing a stolen or severely damaged bicycle or repairing any damage including the dismantling, cleaning, and reassembling of the bicycle, exceeds the bond, you agree to reimburse us the balance of the replacement or repair costs less any insurance payments we may receive.

4 PAYMENT

- 4.1 Except for the circumstances described in Clause 4.2 you must pay us the Tour Price as directed by us in the following stages:
- (a) a non-refundable booking fee (Booking Fee) of \$500 AUD per person is due and payable on the date of booking, for our administration costs in arranging your tour;
 - (b) a progress payment that amounts to 50% of the tour price on or before 60 days prior to the commencement of the tour; and
 - (c) the balance of the tour price on or before 35 days prior to the commencement of the tour.

Example

Tour Price	\$2,650.00
Booking Fee	\$500.00
Progress Payment 1	\$1,325.00
Progress Payment 2	\$825.00

- 4.2 Whilst the COVID-19 virus is active in Australia and there remains a requirement to follow COVID-19 virus related control measures you must pay us the Tour Price as directed by us as follows:
- (a) a non-refundable booking fee (Booking Fee) of \$500 AUD per person is due and payable on the date of booking, for our administration costs in arranging your tour, and
 - (b) the balance of the tour price on or before 40 days prior to the commencement of the tour.

Example

Tour Price	\$2,650.00
Booking Fee	\$500.00
Balance	\$2,150.00

- 4.3 You may choose to pay the full tour price on the date of the booking.
- 4.4 If you make a booking less than 35 days before the commencement of the Tour, the full Tour Price is due and payable on the date of booking.
- 4.5 If you make a booking less than 8 days before the commencement of the Tour, the Tour Price per person will be increased to include our Service Fee.
- 4.6 Unless otherwise expressly stated, all amounts are inclusive of goods and services tax.

5 INSURANCE

- 5.1 We recommend that you purchase travel insurance that provides coverage for the cancellation of the Tour, and covers costs incurred by you like transportation costs (for example, airfares), stolen goods, lost luggage, damaged property, medical expenses, and cancellation fees.
- 5.2 We recommend that you hold current ambulance service membership and/or health or travel insurance. If you become ill or injured during the Tour or are required to get tested for COVID-19, self-isolate or quarantine, we will endeavour to organise medical or other transportation for you, but at your cost.
- 5.3 We also strongly recommend you have Cyclist Insurance. This can be purchased separately and also comes with some cycling club memberships such as Bicycle Network Victoria, Bicycle NSW, Bicycle Queensland and Pedal Power (ACT). Cyclist insurance can cover you and your bicycle if you have an accident while riding.

6 CANCELLATION OR POSTPONEMENT BY US

- 6.1 We may cancel your booking and retain any payments made by you if:
- (a) you fail to make any of the payments when they become due and payable; or
 - (b) you fail to pay the full Tour Price as set out in Clause 4 above; or
 - (c) you breach these Terms or attempt to commence the Tour after testing positive to the COVID-19 virus or while experiencing any symptoms of COVID-19, or after you have had a high-risk exposure to the COVID-19 virus within 14 days of the tour departure date.
- 6.2 We will endeavour to ensure every tour goes ahead and you acknowledge that we reserve the right to postpone or cancel a tour at any time prior to the commencement of the tour.
- 6.3 If we cancel your booking and/or the Tour prior to commencement for any reason other than:
- (a) as a result of you not paying the tour price, breaching these Terms, or attempting to commence a tour after testing positive to the COVID-19 virus or while experiencing any symptoms of COVID-19 or after you have had a high-risk exposure to the COVID-19 virus within 14 days of the tour departure date. (see Clause 6.1 above); or
 - (b) the occurrence of an event beyond our control (see Clause 6.4),
- we will refund you all the money you have paid us
- 6.4 If any event beyond our control (for example, the declaration of a state of emergency; the declaration of a health emergency such as an epidemic or pandemic, including any quarantine, isolation or other measure or restriction; road closures, floods, fire, severe storms, etc.) occurs prior to or during a tour we may to the extent permitted by law, either:
- (a) vary the tour (see Clause 8.1); or
 - (b) postpone the tour and transfer your non-refundable Booking Fee to the revised tour date or to another one of our tours of your choice and within 30 days, after the original scheduled end date of the tour, refund you any payments made to us, minus the non-refundable Booking Fee and our Service Fee. We may also withhold any other costs reasonably incurred by us to secure any third-party services for the tour, including for accommodation and third-party tours; or
 - (c) cancel the tour and arrange for suitable transportation of you and your luggage at our expense to the location where the tour commenced or was scheduled to finish, at our election, and within 30 days, after the original scheduled end date of the tour, refund you any payments made to us on a pro rata basis, based on the amount of the tour completed, less the non-refundable Booking Fee and our Service Fee. We may also withhold any other costs reasonably incurred by us to arrange your tour and secure any third-party services for the tour, including for accommodation and third-party tours. If the tour is cancelled prior to commencement, we may at our discretion transfer your non-refundable Booking Fee to a revised tour date or to another one of our tours of your choice, less any reasonably incurred costs.

7 CANCELLATION BY YOU

- 7.1 If you wish to cancel your booking, you must notify us by writing to hello@mulgatours.com.au and outline your name, telephone number, address, tour name, and reasons for your cancellation. We will process your refund in accordance with Clause 7.3 within 30 days of receiving your written notice to cancel your booking.
- 7.2 Before you cancel your Tour, it is important that you check the cancellation policies for any other bookings that you have made. For example, separate Terms will apply to your booking of airfares and the transfer of any bicycles and luggage during your air travel. You acknowledge that it is your responsibility to carefully read and understand the Terms that relate to your other bookings, including air travel and that you will contact the relevant airline if you require further information.

7.3 Our refund policy is as follows:

NOTICE PROVIDED PRIOR TO THE START DATE OF TOUR	REFUND AMOUNT
60 DAYS OR MORE	100% of monies held by us less the non-refundable Booking Fee
59 TO 35 DAYS	35% of monies held by us less the non-refundable Booking Fee
34 TO 30 DAYS	25% of monies held by us less the non-refundable Booking Fee
29 TO 20 DAYS	20% of monies held by us less the non-refundable Booking Fee
19 TO 10 DAYS	10% of monies held by us less the non-refundable Booking Fee
9 TO 0 DAYS	We will not refund you any monies held by us

7.4 Any additional activities added to your booking are subject to our refund policy and you acknowledge and agree that we are not liable to refund personal expenses incurred by you in preparation for the tour.

7.5 If you wish to transfer your booking to a different tour conducted by us, you must notify us by writing to hello@mulgatours.com.au outlining your name, telephone number, address, tour name, and reasons you wish to transfer your booking.

7.6 If you do so at least 61 days or more before the commencement of the Tour, we will transfer any payments made by you to your new booking. If you provide less than 61 days' notice, we will consider your booking to be a cancellation and our refund policy outlined at Clause 7.3 will apply.

8 TOUR VARIATION

8.1 We reserve the right to vary the Tour at our discretion for any reason prior to and during the Tour, including but not limited to:

- (a) the tour itinerary including routes and departures times;
- (b) substituting support vehicle/s due to breakdown or other unforeseen circumstances; and
- (c) transportation between locations on the tour.

8.2 In the event that we vary the tour under Clause 8.1, we will not be liable to refund you any payment received by us on account of the Tour Price.

9 MARKETING AND PHOTOGRAPHY

- 9.1 We collect photographic images and video footage taken of you while participating on the tour ('Recorded Material').
- 9.2 Following the Tour we will provide you with a collection of the still images taken during the Tour.
- 9.3 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; and
 - (e) if you attend any tour conducted by us, your image may be taken and recorded and used in accordance with these Terms.
- 9.4 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.

10 MEDICAL DISCLOSURE

- 10.1 You declare and warrant that you:
- (a) are in good health at the time of booking the Tour;
 - (b) are mentally and physically fit;
 - (c) will disclose to us in our online Guest Information Form every matter concerning health, fitness and general wellness of which you are aware, or ought reasonably to be expected to know, that is relevant to our decision to permit you (or any of your party) to participate in the Tour;
 - (d) will notify us in writing where you have experienced any adverse change in health or fitness that may be likely to affect our decision to permit you to participate in the Tour; and
 - (e) understand that we may consult with a medical practitioner regarding medical information that has been disclosed in order to determine whether you may participate in the Tour.
- 10.2 You acknowledge and agree that you are responsible for disclosing to us any pre-existing medical condition and/or disability that might reasonably be expected to increase the risk of you requiring medical attention while participating in the Tour.
- 10.3 We and our suppliers may require additional health assessments by a medical practitioner to ensure that you are not at risk of requiring medical attention.

11 ASSUMPTION OF RISK

- 11.1 You acknowledge and understand that:
- (a) participating in the Tour may expose you to inherent dangers, and it is important that you understand your obligations and the requirements under these Terms;
 - (b) depending on the tour, you may be travelling in areas where external assistance may be limited, delayed or unavailable if an unforeseen event occurs. This may be due to medical, weather or political situations and may affect you or other members of the group, or the representatives of ours that are present; and
 - (c) a medical emergency in a remote area may be life threatening and by completing your booking and signing our Waiver and Assumption of Risk Form, or any other documents that constitute acceptance of these Terms, you accept any adverse and unfavourable conditions that are life threatening.
- 11.2 Further to Clause 11.1 and as part of our services and the Tour, you must review our [Risk Warning](#) to ensure that you acknowledge and understand the inherent risks involved in the Tour.

12 LIMITATION OF LIABILITY

12.1 To the extent permitted by law, all guarantees, warranties and conditions other than those contained on our website www.mulgabicycletoours.com.au and the consumer guarantees are excluded.

12.2 Where the consumer guarantees apply under the Australian Consumer Law, the following applies:

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

12.3 Our liability for the breach of any consumer guarantee is limited (at our election) to:

- (a) in the case of a major failure our liability is limited to the extent permitted by the Australian Consumer Law; or
- (b) in any other case, the supply of the tour again or payment of the cost of having the tour supplied again.

12.4 To the extent permitted by law:

- (a) We and our officeholders will not be liable in any circumstance:
 - (i) for any personal injury or damage to property of any kind resulting from your negligence, you not complying with our instructions, you acting in contravention of our Policies (that are accessible from the document suite on our website www.mulgabicycletoours.com.au/document-suite), or you committing an illegal act during the tour;
 - (ii) any loss of or damage to your property (including but not limited to, your bicycle/s and luggage); and
 - (iii) any consequential loss suffered by you,

only to the extent that any such personal injury, damage, loss or consequential loss was not the result of our negligent act.

- (b) Our total liability to you for all claims of loss or damage arising from the tour in any way is limited to an amount equal to the money we have actually received from you.
- (c) You understand that we and our officeholders will not be liable:
 - (i) to you for any loss, damage, omission or act of negligence committed by a third party who is providing goods or services to you while you are on the Tour; and
 - (ii) to you, and you will indemnify us, for any loss, damage, omission or act of negligence committed by you while you are on the Tour, only to the extent that any such personal injury, loss or damage was not the result of our gross negligent act.

13 LUGGAGE ALLOWANCE

13.1 You are permitted to bring two (2) pieces of luggage:

- (a) One (1) soft small day or overnight bag, which must not weigh more than 7 kilograms when packed and must easily fit under the seat in front of you when we are using a 12 seater mini bus; and
- (b) One (1) small suitcase, duffle bag or rucksack, which must not weigh more than 20 kilograms when packed and must not exceed a total linear dimension (length + width + height, including wheels) of 140cm.

13.2 It is up to you to ensure your baggage does not exceed your allowance and you do not add items during the tour that will see the bag exceed your weight and size allowance.

13.3 Overweight bags in excess of 20 kilograms will incur a surcharge of \$50.00.

13.4 We will not accept oversized bags that exceed the above criteria as oversized bags will not fit within some of the luggage compartments of our vehicles.

- 13.5 We may vary or increase your luggage allowance at our discretion, however, you will need to contact us prior to the tour with any such requests.
- 13.6 We will take all due care with your luggage; however, we do not accept any responsibility for any loss or damage to your personal property, or consequential loss suffered by you due to any loss or damage to any personal property.
- 13.7 You will be required to load and unload your own bags, therefore, it is important you are able to lift your bags easily by yourself.

14 MANDATORY SAFETY EQUIPMENT REQUIREMENTS

- 14.1 The following is a list of equipment that you must have to be able to participate in the Tour (Mandatory Safety Equipment).

(a) If you are bringing your own bicycle:

- (i) Your bicycle must comply with the Australian Road Rules – it must have a rear reflector, working brakes and a bell or horn. Make sure your bicycle is serviced well in advance of coming on tour and you have ridden it and checked that everything is ok.
- (ii) The rear reflector must be a wholly separate reflector and not incorporated into the lens of the rear light.
- (iii) You must fit and use at all times a flashing white front and a flashing red rear light to your bicycle that is visible from at least 400 metres away in daylight. You must maintain your front and rear lights at their maximum intensity for at least 8 hours a day by recharging or replacing the batteries or lights as needed. If we believe at any point during the tour that your lights do not comply with the specifications above, we may exclude you from riding until they do comply.
Please Note 1: If used alone radar activated rear lights may not satisfy this requirement as the light does not glow at full intensity until a following vehicle is closer than 400 metres.
Please Note 2: Many USB rechargeable lights are unable to work at maximum intensity for 8 hours on a single charge. If this is the case with your light you will need to bring spare lights.
- (iv) Spare USB lights, spare batteries or battery charger.
- (v) puncture repair kit, at least three spare tubes and pump.

(b) These are the items you must have with you at all times while riding:

- (i) Disposable medical grade face masks (2 per day). For example, if your tour is 12 days long you will need to have at least 24 disposable face masks.
- (ii) Hand Sanitiser (enough for your time away).
- (iii) Australian Standards (AS/NZS 2063:2008) approved bicycle helmet. You will only be able to join the tour if your helmet is in good condition and it has a sticker inside the helmet shell, issued by either BSI Benchmark, TUV Rheinland Australia, Globalmark and SAI Global, indicating the helmet meets the AS/NZS 2063:2008 mandatory standard.
- (iv) 2 x 700ml water bottles (minimum).
- (v) Bright or light coloured or high visibility shirt or jackets as the outer most layer of clothing (colours that are not acceptable are those that enable you to blend in with your surroundings such as black, brown, green, red, blue etc.) If you don't have bright or light coloured or high visibility clothes we will require you to wear a high visibility vest that you can wear on top of your cycling clothes.
- (vi) Sunglasses or prescription glasses (please wear while riding for eye protection).
- (vii) Small zip lock bag of toilet paper. (This is to use if you need to make a road-side comfort stop when a toilet is not available.)
- (viii) Emergency food such as muesli bars. We provide meals and snacks enroute, so don't eat your

emergency food unless it really is an emergency! This food should go home with you.

- (ix) If you have any conditions or allergies that require the use of special medication such as asthma inhalers, EpiPens or similar you must:
 - email us a copy of your management plan at least 7 days before the tour departure, and;
 - provide us with a second device /dose of the medication to carry in our support vehicle.

- (x) You must let us know where you will be carrying any medications whilst on tour.

- (c) These are items which you may be required to use and must be quickly accessible in your small day bag:

- (i) A waterproof breathable rain jacket, with sealed seams, that fits you.
- (ii) Long sleeve thermal top (synthetic or merino wool); or jacket/jumper (synthetic or merino wool).
- (iii) Long thermal leggings (synthetic or merino wool).

- (d) The following items may be packed in your main bag:

- (i) 3 x COVID-19 Rapid Antigen Test Kits
- (ii) Clean old sheet/groundsheet to protect the floor beneath your bicycle when it is stored in your room.
- (iii) Non-breakable bowl (microwavable if you like porridge), plate, spoon, knife and tea towel. For use when we provide a continental breakfast.

14.2 We will ask you to provide a photograph of your Mandatory Safety Equipment and complete an [online Mandatory Safety Equipment checklist](#) prior to the commencement of the tour. If you do not have the above equipment, or we form the view that your equipment does not comply to our specification, we may not allow you to commence or continue on the tour until you have acquired the necessary item.

14.3 We will not delay the start of the tour for anyone who does not have the appropriate Mandatory Safety Equipment.

14.4 We will loan you a UHF handheld radio and a basic first aid kit in a pouch that is designed to be fitted at the junction of the top and head tube of your bicycle. The pouch will also include a Safety and Emergency Card that outlines phone numbers, radio channels, radio protocols, and what to do if injured or lost. You must carry these items on your bicycle for the duration of the tour.

14.5 We will have high-visibility vests complying with AS/NZS 4602.1:2011 (Class D: Day Use Only) which we may require you to wear from time to time

14.6 Although not mandatory, we recommend that you bring and use the following:

- (a) If you're not hiring one of our bicycles:
 - (i) A rear view mirror fitted to your bicycle
 - (ii) A bicycle lock
 - (iii) Chain lube, tools and any spare parts required to maintain your bicycle
- (b) Sunscreen
- (c) Cycling gloves - we recommend you also bring full fingered gloves
- (d) A thin beanie that fits and can be worn under your helmet
- (e) Shoes for cycling
- (f) Cycling nicks or shorts
- (g) Chamois cream/anti-chafing gel. Some people use chamois cream while others use nothing at all. If you have never used chamois cream or anti-chafing gel before and you think you would like to use it, please try it before the tour in case of any adverse reactions
- (h) Swimmers
 - (i) Towel. In case of wet weather
 - (j) Shoes for walking
 - (k) Hat
 - (l) Small day pack

- (m) Warm clothes
- (n) Insect repellent, fly net
- (o) Hay fever medication if you are susceptible to hay fever
- (p) Torch
- (q) Surge guard to use with your electrical equipment
- (r) Mobile phone and charger
- (s) Camera, and plenty of film or cards
- (t) Binoculars
- (u) Toiletries
- (v) Temporary clothes line and pegs for your washing.

- 14.7 You acknowledge that the Mandatory Safety Equipment requirements are in place for the safety of you and all riders on our tour and that you are responsible for maintaining and complying with the Mandatory Safety Equipment requirements for the duration of our tour, including throughout any ride, in accordance with this Clause 14. We may review your equipment at any time to ensure your ongoing compliance with the Mandatory Safety Equipment requirements and may exclude you from riding where you do not comply with any specifications.

15 JURISDICTION AND GOVERNING LAW

- 15.1 These Terms, together with the Waiver, are governed by the laws of the Australian Capital Territory and you irrevocably submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.