

MULGA BICYCLE TOURS

MULTI DAY TOUR TERMS AND CONDITIONS



You agree that if we accept your booking, these Terms and Conditions will apply to your multi day tour booking with us.

1 **BOOKING**

1.1 You may make a booking with us either via:

- (a) our website at www.mulgabicycletours.com.au;
- (b) by email at hello@mulgatours.com.au; or
- (c) by telephone at +61 4 1230 9711.

1.2 You must provide us with all 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.

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 minor.

1.4 We reserve the right to alter the tour price prior to the date of the tour for any reason, such as a significant change in our costs of supply, a change in the nature of the tour, or a change in applicable laws and regulations. If we increase the tour price you will 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.

1.5 We will not be liable 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.

1.6 We will not be liable, and you will indemnify us, for any loss, damage, omission or act of negligence committed by you while you are on the tour.

1.7 We will not refund you any part of the tour price for meals, services, or accommodation not used by you.

1.8 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 costs associated with the preparation of special meals.

1.9 Irrespective of confirmation of booking, you will not be allowed to commence the tour if you:

- have not paid the tour price (together with the costs of any additional activities) in full
- have not signed the waiver
- do not satisfy the equipment requirement.

1.10 You may not be allowed to continue on the tour if you do not comply with our Code of Conduct.

2 **TOUR EXTRAS**

2.1 You may elect to participate in additional activities provided by third parties as set out in the tour program. The costs of 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 administration fee of \$25.00 AUD within 30 days of receiving your request.
 - (b) Add any additional activities and we will inform you of the costs together with our administration fee of \$25.00 AUD which you must pay as directed by us.

3 HIRE BICYCLES

Where you hire a bicycle/s from us the price of hire will be added to the tour price.

4 PAYMENT

4.1 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;
- (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 You may choose to pay the full tour price on the date of the booking.
- 4.3 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.
- 4.4 If you make a booking with less than 7 days before commencement of the tour, the tour price will be increased by \$150 AUD per person.
- 4.5 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, we will endeavour to organise medical 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 bike if you have an accident while riding.

6 CANCELLATION 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 on or before 35 days prior to the date of the tour.

6.2 We will 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.

6.3 If we cancel your booking and/or the tour prior to commencement for any reason other than as a result of you not paying the tour price (see clause 6.1 above), we will:

- (a) refund you all the money you have paid us; and
- (b) provide you with a \$200.00 AUD voucher that you can use on any of our tours for a period of up to 2 years.

6.4 If any event beyond our control occurs (like for example fire or severe storm), we may to the extent permitted by law, either:

- (a) vary the tour (see clause 8.1); or
- (b) cancel the tour and refund you any payment received by us on a pro rata basis 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.

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 and conditions 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 and conditions 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. 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 your 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 may vary the tour at our discretion for any reason prior to and during the tour, including but not limited to:

- (a) the tour itinerary;
- (b) substituting our 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 LIMITATION OF LIABILITY

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

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

Our goods come with guarantees that cannot be excluded by the Australian Consumer Law. You are entitled to a replacement or refund for a major failure, and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if goods fail to be of acceptable quality and the failure does not amount to a major failure.

9.3 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.

9.4 To the extent permitted by law:

- (a) We 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, 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.
- (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.

10 MANDATORY EQUIPMENT REQUIREMENTS

10.1 The following is a list of equipment that you must have to be able to participate in our tours.

- (a) These are the items you must have with you at all times while riding your bike on a tour:
 - (i) a bicycle that complies with the Australian Road Rules;
 - (ii) a flashing white front and rear red light for your bicycle;
 - (iii) an Australian Standards Approved helmet;
 - (iv) puncture repair kit and spare tubes;
 - (v) spare light batteries
 - (vi) bright or light coloured high visibility shirts or jackets as the outer most layer of clothing;
 - (vii) if you are anaphylactic to any allergies you must have two EpiPens;
 - (viii) small zip lock bag of toilet paper;
 - (ix) 2 x 700ml water bottles
 - (x) emergency food, including non-perishable small amount of food such as muesli bars;

- (b) These are the items you must have in your luggage and which you may be required to use:
 - (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);
 - (iv) a bike lock.

10.2 Please note that if you do not have the above equipment, or we form the view that the equipment does not comply to specification, we may not allow you to commence or continue on the tour.

10.3 We will provide you with the following items contained in a pouch that can be fitted to the top bar of your bicycle:

- (a) a safety and emergency card
- (b) a basic first aid kit;
- (c) a UHF radio to enable us to communicate

You must carry these items on your bicycle for the duration of the tour.

10.4 We will have high-visibility vests complying with AS/NZS 4602.1:2011 class D/N which we may require you to wear from time to time.

10.5 Although not mandatory, we highly recommend that you have a rear view mirror fitted to your bicycle, and bring personal medication and personal supplies, such as anti-chafing gel.