

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:
- our website at www.mulgabicycletours.com.au;
 - by email at hello@mulgatours.com.au; or
 - 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 change to the Goods and Services Tax (GST), 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.
 - are experiencing any symptoms of COVID-19, including fever, chills, a cough, sore throat, shortness of breath, runny nose or loss of sense of smell or taste.
- 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, 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.
 - (d) **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 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 on or before 35 days prior to the date of the tour; or
- (c) you breach these Terms and Conditions or attempt to commence a tour while experiencing any symptoms of COVID-19.

6.2 We will endeavour to ensure every tour goes ahead, however 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 and Conditions or attempting to commence a tour while experiencing any symptoms of COVID-19 (see clause 6.1 above) or
- (b) the occurrence of an event beyond our control (see clause 6.4 below),

we will:

- (i) refund you all the money you have paid us; and
- (ii) 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 (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 refund you any payments made to us, minus the Booking 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 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 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 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:
 - (i) If you are bringing your own bike:
 - Your bike must comply with the Australian Road Rules – it must have a rear reflector, working brakes and a bell or horn. Make sure your bike is serviced well in advance of coming on tour and you have ridden it and checked that everything is ok.
 - The rear reflector must be a wholly separate reflector and not incorporated into the lens of the rear light.
 - 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. ***Please note: If used alone radar activated rear lights do not satisfy this requirement as the light does not glow at full intensity until a following vehicle is closer than 400 metres.*** 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 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.
 - spare batteries for your lights (if you are using rechargeable batteries don't forget your charger!)
 - puncture repair kit, spare tubes and pump.
 - (ii) Australian Standards approved helmet
 - (iii) 2 x 700ml Water bottles, minimum

- (iv) Bright or light coloured or high visibility shirt/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.
- (v) Sunglasses or prescription glasses – please wear while riding for eye protection
- (vi) Small zip lock bag of toilet paper;
- (vii) Emergency food such as muesli bars. We provide meals and snacks enroute. Do not eat your emergency food unless it is an emergency. This food should go home with you.
- (viii) If you have any conditions or allergies that require the use of medication such as asthma inhalers or EpiPens you must provide us with a copy of your management plan at least 7 days before the tour departure. If you carry EpiPens or asthma inhalers you must bring two unused EpiPens or asthma inhalers with you.
- (ix) You must inform us of where you will be carrying any medication whilst on tour.

(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) Personal medication and personal supplies.

10.2 We will ask to see your Mandatory Equipment 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. Please note we will not delay the start of the tour for anyone who does not have the appropriate Mandatory Equipment.

10.3 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.

10.4 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

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

- (a) If you're not hiring one of our bikes:
 - A rear view mirror fitted to your bicycle
 - A bike lock
 - 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 beanie that will fit under your helmet
- (e) Cycling nicks or shorts
- (f) Chamois cream / anti-chafing gel. Some people use anti-chafing gel or cream while others do not. If you have never used anti-chafing gel or cream before and you think you would like to use it, please try it before coming on tour in case you have an adverse reaction to it.
- (g) Towel – in case we get wet weather while riding
- (h) Walking shoes
- (i) Hat
- (j) Torch
- (k) Mobile phone and charger
- (l) Camera, and plenty of film or cards
- (m) Binoculars
- (n) Toiletries
- (o) Clothes pegs for your washing