

TERMS AND CONDITIONS

Bicycle Hire

You will be required to sign a Rental Hire Agreement for bicycle hire.

1. Bicycle and helmet must be returned in daylight hours
2. Bicycle/s and helmet/s must be returned in same working order as hired.
3. The hirer must supply credit card details which will be cancelled once bicycle/s and helmet/s have been returned in same working condition as when hired.
4. I authorise Kaewa Cycle Adventures to debit my credit card should the bicycle/s or equipment be damaged or any fines be incurred throughout the hire period.
5. Refunds will not be provided should the bicycle/s be returned early.
6. The bicycle/s and helmet/s will always remain the property of Kaewa Cycle Adventures.
7. Each bicycle rider is familiar with and will adhere to relevant Victorian state laws.
8. I understand the price guide for repair or replacement of the bicycle/s or accessories:

a) Puncture repair	\$ 20
b) Damaged or lost helmet	\$ 50
c) Damaged or lost lock	\$ 30
d) Damaged or lost wheel replacement	\$100
e) Damaged or lost saddle	\$ 50
f) Replacement basket	\$50
g) Replacement cost of electric bicycle	\$3,500
h) Replacement cost of hybrid bicycle	\$800

HIRER INDEMNITY

Cycling is an activity that has an inherent risk of damage and injury. Hirers taking part in this activity are participating entirely at their own risk. Kaewa Cycle Adventures (including its employees, agents and servants) will not be responsible for damage to any bike or property of any hirer or the injury to any hirer, including death, sustained as a result of participation in riding a hire bicycle. By participating in this activity, each hirer agrees to release Kaewa Cycle Adventures and its employees, agents and servants from any and all liability associated with such hirer's participation in this activity to the fullest extent permitted by law.

To the fullest extent permitted by law, I hereby waive any rights I may have to sue Kaewa Cycle Adventures with respect to personal injury or property damage suffered by myself as a result of my participation in an organised group ride or from hiring or using a bicycle provided by Kaewa Cycle Adventures and hereby release Kaewa Cycle Adventures from any liability for such injury or damage.

Tours

You will be required to accept the conditions and Sign a "Exclusion of Certain Rights to Sue" prior to participation on a tour with Kaewa Cycle Adventures.

Cancellations by Participant:

Cancellation notifications must be received in writing by Kaewa Cycle Adventures, before cancellation will take effect. Please note that the following charges will apply on cancellation. If cancellation is received 30 days or more prior to the booked tour date, all monies will be returned less a 25% non-refundable portion of the tour price. If cancellation is received 15-29 days prior to departure, 50% of the tour price will be forfeited. If cancellation is received 14 days or less prior to departure, or while on tour, because of sickness, accident or other, 75% of cost will be forfeited. These conditions also apply to any 'optional extras' that you have booked. Refunds will be processed within 30 days of cancellation (in writing).

Conditions

You must accept these conditions for your booking to be accepted.

I accept that participation in this ride involves riding on public roads used by other traffic, including unsealed roads and rail trails. I accept the potential risks of cycling on these roads and that I am doing so at my own risk. I will abide by all road user rules including wearing a helmet at all times. I accept that my bicycle must undergo a service in the month prior to the ride and must be in good and safe operating conditions for the ride. In my judgement, I am capable and competent to participate in this ride. I will advise Kaewa Cycle Adventures (thereafter known as Kaewa Cycle Adventures) of any medical condition which may require their support or intervention during the ride. I agree to any emergency medical attention by and appropriately qualified person during the ride. I understand that Kaewa Cycle Adventures strongly recommends Ambulance Cover and personal accident insurance. I accept that the organizers of the ride have no responsibility for theft or damage to property during the ride. I accept that Kaewa Cycle Adventures reserves the right to alter the advertised ride and itinerary for reasons of bad weather, road works, unsafe conditions or other unforeseen circumstances and that no refund will be made for alterations to the advertised itinerary. I accept that if I leave the ride for any reason, no refund will be made to me. I accept that Kaewa

Cycle Adventures reserves the right to cancel any booking prior to the ride and return payment to me, and that acceptance of this payment means I have no further claim against Kaewa Cycle Adventures. I agree to abide by the decisions made by the tour manager for the safety and well-being of the whole group and that if I choose not to do so, I will be deemed to have left the tour. I hereby release, exempt and indemnify Kaewa Cycle Adventures, its staff, volunteers and all other persons involved in running the tour from actions, costs, demands, proceedings and claims in this tour. I agree to the use of photograph or video image being used by Kaewa Cycle Adventures for promotional purposes. I accept that I must sign an "*Exclusion of Certain Rights to Sue*" waiver prior to participation in this tour.

Cancellation Policy

All bookings require prepayment.

Once a booking is made cancellation or an alteration to the total value of the hire is not possible.