

TERMS AND CONDITIONS FOR TRAIL RIDE

Please read the following terms and conditions of trail ride and make sure that you understand them. **FAIR DINKUM BIKE TOURS** (FDBT) treats your right to privacy seriously and handles your personal information in accordance with the Privacy Act and the National Privacy Principles.

The Terms in this document that are italicised have the same meaning as the defined terms in the Indemnity Agreement included in the Trail Ride Application (“Indemnity Agreement”). The contact details for Fair Dinkum Bike Tours office may be found on the trail ride application form. For the purposes of this document Trail Rider means a person whose Trail Ride application has been accepted by FDBT in writing to that person.

1. Trail ride is available to those with interests in *Off Highway Vehicle* activities.
2. Acceptance of an application for trail ride is conditional upon:
 - a. the completion of the Indemnity Agreement, the Application for Trail Ride and all other forms required to be completed by the rider as part of the application process including the hire bike contract.
3. Trail rides are charged on a prepaid basis. The fee may be altered from time to time.
4. Insurance may not cover all of the trail riders’ needs and each trail rider should inquire with an insurance adviser as to any other insurance coverage that may be required. Further information regarding insurance coverage may be obtained from the Fair Dinkum Bike Tours office.
5. Once a TRA application is accepted, FDBT will forward the trail rider a notice of acceptance of trail ride.
6. Once a person is accepted as a trail rider that person will be entitled to attend the trail ride as applied.
7. All trail riders agree to be bound by the terms of the FDBT Constitution as varied from time to time. Trail riders further agree to be bound by all reasonable directions of FDBT or an entity or person authorised by it. Trail riders also agree to comply with any direction, suspension, cancellation or other disciplinary action imposed on them by Fair Dinkum Bike Tours or an entity authorised by FDBT.
8. Trail riders agree that FDBT has the right to refuse any trail rider entry to, or require them to leave, any Off Highway Activity Area for any reason including that the trail rider’s Off Highway Vehicle is deemed not to meet the requirements of FDBT, the manufacturer’s specifications or is regarded by FDBT or to be an environmental hazard, unsafe or inappropriate for use in an Off Highway Activity Area.
9. Trail riders agree that FDBT may conduct a random inspection of any Off Highway Vehicles at any time if the riders are supplying their own bike and that they may be required to carry out repairs or maintenance at their own expense, cease using the Off Highway Vehicle or only use it subject to restrictions imposed by FDBT.
10. Trail riders will be bound by the Indemnity Agreement that forms part of this package and the FDBT Environment Health and Safety Induction that will form part of the pre-ride brief package.

11. Cancellation Policy

We observe the following cancellation policy:

- If participant advises of tour cancellation more than 30 days 50% of payment refunded, less deposit.
 - If participant advises of tour cancellation less than 30 days no refund of payment or deposit.
 - If there is a no show or tour cancellation there is a non refund of the deposit or payment. There will be no refund of any unused portion of payment or deposit once tour commenced.
 - The deposit is non refundable.
12. Trail riders agree to advise Fair Dinkum Bike Tours of any change to their details as provided on the application for trail ride form within 7 days of such change taking place including the change of address and vehicle details.
 13. Only trail riders who have fulfilled the requirements in clause 2 of these terms and conditions may enter an *Off Highway Activity Area*. If a trail rider invites or aids a non trail rider to enter an *Off Highway Activity Area* that trail rider will be breaching the terms and conditions of trail ride and such actions may result in fines and/or disqualification from trail ride.
 14. When using an *Off Highway Activity Area* all trail riders must stay on the FDBT specified trails at all times. If at any time a trail rider leaves the FDBT specified trails that trail rider will be breaching the terms and conditions of trail ride and such actions may include penalties and/or disqualification from trail ride.
 15. Entry to any Off Highway Activity Area is subject to the terms that may specifically apply to that Area as advised to trail riders before or during their use of the Area, and trail riders agree to comply with all such terms. Trail riders acknowledge that non-compliance may result in expulsion from the Off Highway Activity Area or another penalty imposed in accordance with the Fair Dinkum Bike Tours terms and conditions.
 16. Fair Dinkum Bike Tours reserves the right to change any tour date at any time without notification due to operational issues, weather or road conditions, road closures or any situation deemed necessary by Fair Dinkum Bike Tours.

I have read and understood these terms and conditions and agree to be bound by them.