

Beach Safaris Pty Ltd

ACN 127 528 572 (Beach Safaris)

Terms of Trade

Beach Safaris is the hirer of multi-rider beach bikes, booking agent for holiday and leisure tours, seller of original and derivative works of art, and other ancillary items, including but not limited to souvenirs, photographs, videos, merchandise, food and beverages. All dealings with Beach Safaris will be on these Terms of Trade (Terms) unless otherwise agreed in writing with Beach Safaris.

1. Bike Hire

Beach Safaris reserves the right to add, withdraw, substitute and/or vary advertised routes, prices and availability for Bike Hire or Gift Certificate without notice. However, reasonable effort will be made to maintain arrangements as advertised

2. Requirements to participate in a Bike Ride

- a. Riders must hold a valid ticket, Gift Certificate or confirmation letter. Entry may be refused if tickets or vouchers are damaged or defaced in any way or not purchased from an authorised point of sale. Beach Safaris reserves the right to refuse participation in the Ride unless the Rider is able to show proof of their identity.
- b. Riders must be 8 years of age and over, be of sound mind and be in good health. Riders must acknowledge their personal capabilities to undertake the beach bike ride and may be required to undergo a test to assess whether they are capable of riding. One adult Rider (minimum 15 years) must accompany every Bike Hire.
- c. All Riders will be required to sign a Declaration Form which includes, but is not limited to, statements that:

The Participant does not suffer from any medical condition which may prevent the participant undertaking the Bike Ride, including, but not limited to, mental illness, epilepsy, dizziness, limb or back injury, angina or other heart condition, severe or uncontrolled asthma, visual impairment, depression or recovering from recent surgery. The Participant hires the Beach Bike and participates in the Ride at their own risk.

- d. Riders will not be permitted to participate in the Bike Ride if they appear intoxicated or if they are under the influence of drugs (legal or illegal). Beach Safaris reserves the right to perform a breath test on all Riders. Should a person refuse to be breath tested then they will also be refused permission to participate, without refund.

3. Beach Safaris' ability to refuse participation

Beach Safaris reserves right to refuse any person, for whatever reason, participation in the Ride, in its absolute discretion, whether or not they have previously purchased a ticket. A person will be reimbursed for tickets previously purchased should they be refused permission to participate on grounds other than those set out above.

4. Miscellaneous Terms

- a. Photographs purchased from or supplied by Beach Safaris remain copyright to Beach Safaris and may only be used or reproduced by the purchaser or recipient for private or domestic purposes and must not be used for any commercial purpose, including promotion of any supplier or any supplier's products or services, without Beach Safaris' prior written permission.
- b. No smoking is permitted on Beach Safaris premises. Beach Safaris reserves the right to inspect any bag or container brought onto Beach Safaris' premises.
- c. All ancillary items purchased (e.g. T-shirts, Caps) at the time of purchasing a ticket may only be collected on the day of the Ride unless otherwise arranged with Beach Safaris. These items may only be claimed on presentation of the ticket (or on proof of identity so long as the ticket was purchased in the individual's name) and on signing for the goods received as proof of delivery.

5. Terms of payment

- a. Bike Hire rates are determined by Beach Safaris in its absolute discretion, and may be changed without notice. Beach Safaris' tickets are non-refundable, non-transferable and specific to the Bike Hire specified in the booking. Bike Hires and Gift Certificates, rights or entitlements to Bike Hires and Gift Certificates, or to purchase Bike Hires and Gift Certificates must not be offered as prizes, offered for sale or resale, or resold or used for any commercial purpose, including without limitation, promotion of any

supplier or any supplier's products or services, without Beach Safaris' prior written permission.

- b. Beach Safaris reserves the right to charge a booking fee on the purchase of tickets and an administration fee should tickets purchased be cancelled by the customer or changed to another date or time.
- c. All Bike Hires must be paid for at the time of booking unless otherwise agreed by Beach Safaris in advance, and then only after filling out a credit application form. Payment for credit sales must be made 7 days from date of invoice. Beach Safaris reserves the right to cancel tickets purchased in advance which are not paid for.
- d. A security deposit, as determined by Beach Safaris, whether by way of credit card charge, cash, or other means, will be required to be lodged by the customer before each and every Bike Hire. All or part of a security deposit will be forfeited upon loss or damage of or to the relevant beach bike resulting from the bike hire. Beach Safaris reserves the right to further claim full compensation from the customer for loss or damage relating to the relevant Bike Hire.

6. Cancellation and refunds

- a. Bike Hires will not proceed should Beach Safaris decide that the weather makes the participation in a Ride unsafe, or for any other reason, at the absolute discretion of Beach Safaris.
- b. Should a Ride not proceed then Riders will either be re-booked at the earliest possible time at the convenience of the Riders taking into account available places, or be issued with a refund voucher in the case of purchases bought through an agent, or be reimbursed the price paid for the ticket. The relevant party who has sold the ticket to the Rider will make all reimbursements.
- c. There will be no refund of a ticket by Beach Safaris except in accordance with these terms or as agreed in writing by Beach Safaris. Refunds will only be made to the person who purchased the ticket from Beach Safaris.

7. Beach Safaris' liability

- a. To the extent permitted by law, Beach Safaris excludes liability and will not be responsible for any loss, damage or injury arising from or connected with the Bike Hire, no matter how that loss, damage or injury is caused. In particular, Beach Safaris will not be responsible for loss or damage arising from a Participant's failure to obey Beach Safaris' instructions or from any pre-existing medical or psychological condition. Further, but only to the

extent permitted by law, Beach Safaris will not be responsible for loss or damage arising from any negligent act or omission of Beach Safaris or any person for whom Beach Safaris is responsible. Certain laws imply non-excludable conditions and warranties. This provision does not exclude those conditions and warranties but limits Beach Safaris' liability in relation to these, to provision of services provided by Beach Safaris again, or refund of the cost of those services.

- b. Beach Safaris is also not liable for any loss, damage or inconvenience arising from or incidental to any delay in a scheduled Bike Hire taking place.
- c. Beach Safaris requests that valuables are not brought onto and/or left on the premises and it accepts no responsibility for any loss through theft, breakage or otherwise, if valuables are brought onto the premises.

8. Where an agent on behalf of Beach Safaris enters into a sale, booking or any other transaction then that agent shall indemnify Beach Safaris for any loss, damage or expense incurred by Beach Safaris as a result of any misrepresentation, breach of contract or act of negligence by the agent.

9. Gift Certificates

Terms applicable to the sale of a Gift Certificates are as follows:

- a. Gift Certificates will be sold either for a specific Bike Hire, or for a specific amount. Gift Certificates are non-refundable but transferable. Gift Certificates must not be offered as prizes or resold or used for any commercial purpose, including promotion of any supplier or any supplier's products or services, without Beach Safaris' prior written permission.
- b. Beach Safaris reserves the right to discontinue the sale of any item purchased on a Gift Certificate, but agrees to replace the item discontinued with any other item to the same value
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- d. A Gift Certificate must be redeemed within 12 months from date of purchase and the Bike Hire must take place within the 12 months.

10. Governing Law

These Terms are governed by the laws of Queensland, Australia. Beach Safaris and each Rider submit to the non-exclusive jurisdiction of the Courts of Queensland in respect of these Terms and any dispute between them.