

TRAPP BYRON BAY MOTORCYCLE TOUR

BOOKING AGREEMENT FOR GUIDED TOURS

Attention

This document contains important conditions of hire.

By signing this document you acknowledge that you have read and understood these conditions.

If you cannot read English or require a translator you must tell us before agreeing to this document.

DEUTSCH

Aufmerksamkeit

Dieses Dokument enthält wichtige Bedingungen der Miete. Indem Sie dieses Dokument unterzeichnen, bestätigen Sie, daß Sie die Bedingungen verstehen und zustimmen.

Wenn Sie nicht Englisch lesen oder einen Übersetzer benötigen, müssen Sie erklären uns, bevor Sie dieses Dokument unterzeichnen.

FRANÇAIS

Attention

Ce document contient des états importants de location. En signant ce document vous reconnaissez que vous avez lu et avez compris ces conditions.

Si vous ne pouvez pas lire l'anglais ou exiger un traducteur vous devez nous dire avant de signer ce document.

ITALIANO

Attenzione

Questo documento contiene gli stati importanti di noleggio. Firmando questo documento riconoscete che avete letto e capite queste circostanze.

Se non potete leggere l'inglese o richiedere un traduttore dovete dirci prima di firmare questo documento.

ESPAÑOL

Atención

Este documento contiene condiciones importantes del hire. Firmando este documento usted reconoce que usted ha leído y ha entendido estas condiciones.

Si usted no puede leer inglés o requerir un traductor usted debe decirnos antes de firmar este documento.

TERMS AND CONDITIONS

By reading this document you certify that you have fully read and understood these terms and conditions and agree to be bound by these terms and conditions.

1. Licence requirement

- 1.1 Australian citizens or permanent residents must hold a current, motorcycle riders licence issued by a State or Territory of Australia (Learner license accepted).
- 1.2 Foreign nationals must hold either a current International Motorcycle licence or an motorcycle licence issued by the government of your country of origin.

2. Identification

- 2.1 You must supply us with a photo ID that matches your credit card details used for the payment of the tour.
- 2.2 You authorise us to take (and retain) photocopies of the above.

3. Cancellations of Tour

3.1

1. More than 21 days prior to departure date – 75% is refunded.
2. Between 21 and 14 days prior to departure date – 50% is refunded.
3. Between 14 and 7 days prior to departure date – 25% is refunded.
4. Less than 7 days prior to departure date – No refund.

3.2 Failure to engage in the guided tour for any reason for which the reservation fee has been taken will result in the forfeiture of the reservation fee.

3.3 Upon receipt of the motorcycle, a security deposit of \$400 will be drawn from the customer's credit card.

3.4 The security deposit will be refunded upon return of the motorcycle in good order and condition in the opinion of Trapp Tours.

4. Bookings and Cancellations for Tours 3 to 6 (inclusive)

4.1 A reservation fee/deposit of \$500.00 is payable in advance on all bookings.

- 4.2 Bookings are not confirmed until such time as payment is made by an authorised credit card owned by the hirer.
- 4.3 Trapp Tours reserves its right to cancel any guided tour on the basis of weather or other “act of god”.

5. Pillion Passengers

- 5.1 You must not, at any time, carry a pillion passenger.

6. Use

- 6.1 You may use the vehicle only for the purpose of the guided tour indicated on web page.

7. Other Riders

- 7.1 You must not allow others to ride the motorcycle at any time and you must take adequate precautions to prevent unauthorised use.
- 7.2 It is your responsibility to ensure that no unauthorised person rides the motorcycle.
- 7.3 You indemnify and forever hold Trapp Tours harmless for injury loss or damage suffered by any rider of the motorcycle irrespective of the cause of that injury loss or damage.
- 7.4 You accept full responsibility for all damage loss or breach of this agreement arising out of the use of the motorcycle by any other person whether or not that person was authorised by you to ride the motorcycle.

8. Guided Tour Charges

- 8.1 You agree to pay the rates set out thereon for the duration of your hire of the vehicle.

9. Accidents

- 9.1 By signing this Agreement, you acknowledge that motorcycling is a dangerous activity.
- 9.2 Trapp Tours is not responsible or liable for any loss or damage to personal belongings or for personal injury, accident or illness, however caused.
- 9.3 Personal Insurance is not the responsibility of Trapp Tours. If you wish to have Travel Insurance, please arrange this prior to departure.
- 9.4 Riders must comply with Trapp Tours rules and regulations, agree to this indemnity form and be licensed for a motor cycle. The operator reserves the right to alter the itinerary due to road, weather, operational or safety considerations.
- 9.5 Insurance for injury to third parties is not included in the cost of hire.

- 9.6 Should any event require a claim upon that policy of insurance you agree to pay to us an excess in the sum of One Thousand Dollars (AUD\$1,000.00).
- 9.7 Any decision as to whether or not to make a claim on a policy of insurance is solely at the discretion of Trapp Tours.
- 9.8 The excess is payable irrespective of who may have been at fault.
- 9.9 The above insurances cover only damages payable to *other people*. Where you are involved in an accident that results in damage to the motorcycle you are solely responsible for that damage.
- 9.10 Trapp Tours provides no insurance coverage for injuries suffered by yourself or your travelling party as a result of your use of the motorcycle and Trapp Tours accepts no responsibility whatsoever for injuries arising out of your use of the motorcycle, irrespective of how those injuries arose, including by alleged negligence of Trapp Tours. Should you require such coverage we highly recommend you make appropriate inquiries regarding personal accident insurance and carefully check any policy of travel insurance to ensure that you have adequate coverage. You certify that we have warned you of the necessity to procure such insurance and that we will rely upon this document in our defence if you suffer such injury without adequate insurance coverage.
- 9.11 In the event of any accident, you:-
- (a) Must report the incident to Police and obtain a reference number and the name of the officer and station the matter was reported to;
 - (b) Must not admit liability to any other person;
 - (c) Must report the incident to us as soon as reasonably practical;
 - (d) Must, as far as reasonably practical, take such steps as may prevent further damage to the motorcycle or the property or persons of others.
- 9.12 The motorcycle is not insured for theft or damage. If the motorcycle is either stolen or damaged you will be personally liable for all losses.
- 9.13 You agree that any losses suffered by Trapp Tours as a result of accident, damage, theft or otherwise during the period of your hire are recoverable from you and you agree to pay such losses to Trapp Tours on demand. You also authorise AMCR, at their discretion, to bill your credit card for any such losses.
- 9.14 Where you are involved in an accident which is not your fault, Trapp Tours will make all reasonable efforts to obtain compensation for any losses from the party at fault however you agree to secure those losses by deposit in full which will be refundable to you only to the extent that any compensation is received from the party at fault.

10. Traffic Infringements

- 10.1 Speeding, parking or traffic fines of any nature are solely the responsibility of the renter and Trapp Tours will under no circumstances accept responsibility or liability for such fines or infringements.
- 10.2 You acknowledge that many States and Territories of Australia enforce traffic laws by the use of radar and stationary “automatic” cameras for the detection of speed or traffic offences. The issuing of a fine or infringement notice is also automatic in some cases and it may not be immediately apparent to the renter that such a fine or infringement has been incurred. It is your responsibility at all times to ensure that you drive in accordance with the laws of the relevant State or Territory.
- 10.3 In the event of a fine or infringement being received by the renter you must inform Trapp Tours as soon as possible.
- 10.4 You expressly authorise Trapp Tours to charge to your credit card during or after the period of hire the total of any fine incurred by you or noted against the vehicle during the period of your hire.
- 10.5 You agree to pay to Trapp Tours, on demand, the total of any fine incurred.

11. Availability of Vehicle

- 11.1 All guided tour arrangements are subject to availability of suitable vehicles.
- 11.2 Trapp Tours does not guarantee the availability of a particular make or model of motorcycle. Whilst we make every effort to supply the reserved model we reserve the right to supply a suitable alternative.
- 11.3 Trapp Tours reserves the right to withdraw any vehicle from service at any time and for any reason.

12. Accessories and other items supplied with vehicle

- 12.1 All keys, security locks, maps, brochures, spare parts, tools or other materials and equipment supplied with the vehicle remain the property of Trapp Tours and must be returned with the vehicle at the end of the hire period. Failure to do so will result in a charge for replacement materials

13. Serviceability of vehicles and fitness for purpose

- 13.1 You acknowledge and confirm that prior to the guided tour, you have inspected the vehicle and have found it to be in good repair and condition and suitable for the use to which you intend to put it.
- 13.2 Whilst we maintain our vehicles in good condition, unexpected breakdowns are beyond our control and do not attract a refund or credit.
- 13.3 In the event of a breakdown, you must advise us as soon as possible and comply with any instructions we provide at that time regarding repairs.

14. Liability Waiver

- 14.1 The renter expressly acknowledges that motorcycle riding is a hazardous activity which may result in personal injury or property damage.
- 14.2 The renter hereby expressly indemnifies and holds Trapp Tours harmless for any injury to the hirer's person or damage to the hirer's property arising in any way out of the hire of the motorcycle and notwithstanding any fault or defect in the motorcycle or alleged negligence on the part of Trapp Tours.
- 14.3 The renter agrees to indemnify Trapp Tours where necessary for any injury occasioned to others or damage to the property of third parties arising out of the renter's use of the motorcycle.

15. Fuel Policy

- 15.1 Trapp Tours will provide all fuel for the duration of tour.

16. Food and Drinks

- 16.1 Trapp Tours does not provide food or drink in any guided tour.

17. Jurisdiction and Conflict of Laws

- 17.1 This agreement is entered into pursuant to the laws of the State of New South Wales in the Commonwealth of Australia and the parties agree to be bound by the laws of that jurisdiction.
- 17.2 Any dispute arising out of this agreement is to be determined only by a Court of competent jurisdiction within the State of New South Wales in the Commonwealth of Australia and not by any other Court in any other jurisdiction including any foreign jurisdiction.
- 17.3 Insofar as possible Trapp Tours exclude any right or remedy or warranty granted to the Renter by statute or at common law except as contained within this Agreement.
- 17.4 Where any provision of this agreement is illegal or unenforceable by virtue of statute or common law then the offending provision of this agreement shall be read down only to the extent necessary to resolve the conflict between the provision of the agreement and the relevant law and the remainder of this agreement shall not be affected.