



HARLEY DAVIDSON

TRIKE TOURS MELBOURNE

Call: 0416 012 858

At Harley davidson Trike Tours Melbourne we treat all our passengers the same, and therefor the following applies to everyone whether you have a disability or impairment, or not;

- All passengers must be able to board the Trike on their own or with their support person assisting them. This means climbing onto the seat via possibly a slippery foot pedal , without damaging the Trike;
- You must be able to physically fit comfortably onto the seat , as no seat belts are required , therefor large people may not fit (refer terms and conditions);
- You must be able to walk a pace or two up to the Trike before boarding – Wheelchairs or other Aids to be kept at a distance to protect damage to our Trike;
- All passengers must be capable of keeping their feet on the foot pedals at all times – as there is an extreme risk of severe injury to any passenger who puts their feet below the pedals and onto the road;
- We have a Behaviour Policy that must be adhered to, and complied to at all times. This may mean not being affected by substance abuse, being in control of bodily functions, practicing suitable hygiene, or no unruly behaviour such as screaming, swearing or flailing of limbs, for example, as this can distract the rider etc.;
- Passengers cannot wear other items on their heads if this restricts correct fitment of motorcycle helmets. For example, a turban or personal safety helmet;
- Some passengers may need additional time to prepare for the tour as Helmets, safety Jackets and Gloves are available at an extra charge, prior to departure. You are therefor asked to arrive earlier than the normal induction requirement of 15mins – at

least 30 mins preferred. If passengers are significantly impaired, fitting of the above items during the tour may not be practical therefore must be done before departure;

- All passengers are asked to be on time and prompt so that our Tours and Services can be kept to our time schedules without penalty to the passenger(refer Terms and conditions);
- All Tours will depart from your designated location;
- Our Behaviour policy states, in part “where safety is of a concern to any party on or off the Trike (including the person themselves) the Tour Manager may refuse to carry the passenger and the service for that Passenger or Passengers will be cancelled immediately, either before or during the Tour;
- Wheelchairs, personal belongings etc. must be left in your vehicle / home / Office during the Tour.

To prevent disappointment, we welcome all enquiries prior to your bookings to discuss any individual needs and requirements. We may ask questions regarding the person’s capabilities to ensure the safety of all those on the Tour, so we can adapt to their needs on Tour if possible – for example, a visually impaired person can have their tour enhanced by us providing additional tour options for what they cannot see. In addition, it is expected that a person who would normally require a carer or support person, will need to accompany that person on the Tour, (therefore a 2 person booking must be booked) – we reserve the right to make that decision prior to your departure. Prior to comply may result in cancellation of your tour.

Ride on Folks.



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WHAT TO WEAR AND BRING;

- Clothing that allows for the relevant temperature and winds that are impacted by the speeds of the Victorian speed limits. Our Safety gear offered will comply and assist with this.
- Layers of clothing is recommended on day tours as mornings and evenings can be quite cool;
- Feel free to bring a Camera / mobile phone
- Your glasses , some of our helmets have Visors(your choice)
- Our trikes contain a luggage boot to carry a small amount off items eg: small backpack
- Our trike has been engineered in both USA and Australia, fully imported by the Manufacture, and conversion completed here in Australia and fully complied by Australian standards.

HOW TO MEASURE YOUR HELMET;

- Use a flexible belt, tape measure or similar option to measure around the widest part of your head (place it approx. 2cm above your eyebrow, just above the ears and at the point on the back of your head that will give you the largest measurement for your Helmet) then measure that length and compare it to the chart below.

Helmet Size	Head Circumference (cm)	Head Circumference (inches)
XS	53 - 54	20 7/8" – 21 1/4"
S	55 – 56	21 5/8" – 22"
M	57 – 58	22 3/8" – 23 3/4"
L	59 – 60	23 1/4" – 23 5/8"
XL	61 – 62	24" – 24 3/8"

IF YOU HAVE ANY QUESTIONS PLEASE CALL US ON 0416 012 858



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Terms and Conditions of Harley Davidson Trike Tours Melbourne (ABN: 59 452 690 660) ("the supplier")

1. Application

These Terms and Conditions ("T&Cs"), will apply to any supply of Goods and/or Services supplied by the Supplier to the Customer.

2. Definitions

In these T&Cs:

"Booking" means any written, electronic or verbal order or booking by the Customer to the Supplier for Goods and/or Services;

"Cancellation Fee" means an amount equivalent to 50% of the Price of the booked Services;

"Claim" means any actual, contingent, present or future claim, demand, action, suit or proceeding for any Liability, restitution, equitable compensation, account, injunctive relief, specific performance or any other remedy of whatever nature and however arising, whether direct or indirect, and whether in contract, tort (including but not limited to negligence) or otherwise;

"Contract" means the contract formed as a result of an acceptance of a Booking by the Supplier. It includes these terms, any covering letter, quotation, estimate and any other document that refers to these terms;

"Control" has the meaning set out in the Corporations Act 2001 (Cth);

"Customer" means the customer set out in any quotation, offer or other document provided by the Supplier (or, in the absence of such information, the customer who made the booking);

“Goods” means the goods in the Contract;

“Liability” means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

“Passenger(s)” means any person identified by the Customer as a participant for the Services in the Booking form or Booking process;

“Personnel” means any employee, servant, contractor, subcontractor, agent, partner, director or officer of the Supplier;

“Price” means the price of the Goods and/or Services (including but not limited to any Installation or other charges);

“Rescheduling Fee” means a fee equivalent to the Supplier’s 0.5 hour single passenger service (currently \$90.00); Inc Equipment Charges

“Security interest” means a security interest within the meaning of the Personal Property Securities Act 2009;

“Services” means the tours and services in relation to the Contract and any Goods associated with those Services; and

“Tour Manager” means a person employed by the Supplier, who is responsible for providing the Services.

3. Booking and Payment Terms

3.1 The Supplier welcomes your call if you require assistance prior to making a Booking. If you are not able to make a Booking due to the Supplier’s Booking Notice Periods, please contact the Supplier on 0416 012 858 so the Supplier’ staff can check availability.

3.2 It is a condition of the Supplier’s license from the Taxi Services Commission that all services must be pre-booked. The Supplier therefore requires all Services to be pre-paid.

3.3 Payment may be made by the Supplier’s electronic payment options.

3.4 The Customer must provide the Supplier with written details of the following at the time of Booking:

3.4.1 Pick up point / Departure Address Requirements on Booking Page

3.4.1.1 The Booking process requires the Customer to select one of several options for pick up point/departure address (starting point of your service) and to type/enter the location details in the required field.

3.4.1.2 It is the Customer's responsibility to be precise and accurate when completing the pickup point/departure address details.

3.4.1.3 The Supplier will pick you up from the specified address provided that it is:

- a) Accessible by road; and
- b) The pickup point is clearly specified.

3.4.1.4 The Supplier will be entitled to rely on the accuracy of any specifications or other information provided by the Customer in relation to the pickup point/departure address.

3.4.1.5 If there are any errors in any information provided by the Customer to the Supplier, or if any information provided by the Customer regarding the pickup point/departure address is incomplete or vague, the Supplier will be entitled to impose the "No Shows or Late Arrivals Penalty Fee" contained in Clause 15 of these T&Cs.

3.4.2 Helmet Requirements on Booking Page

3.4.2.1 The use of an approved motorcycle helmet ("helmet") is mandatory as part of the Supplier's Services.

3.4.2.2 A helmet that is loose or not securely fitted breaches Victorian Road Safety Rules.

3.4.2.3 The Booking Process required the Customer to provide the helmet sizes of the Passengers taking part in the Service.

3.4.2.4 It is the responsibility of the Customer to accurately measure and provide the helmet sizes of all Passengers to the Supplier to ensure a safely fitted helmet.

3.4.2.5 Failure to select and advise the Supplier of the proper helmet size or any errors in the information provided by the Customer regarding the helmet size of any Passenger may allow the Supplier to impose the Rescheduling Fee under clause 14.2 of these T&Cs.

3.5 Any booking made by the Customer to the Supplier and/or any acceptance of any Services by the Customer will constitute agreement to these T&Cs by the Customer.

3.6 If the Supplier accepts a Booking, the parties will have created a binding Contract and the Supplier will supply the Services to the Customer, and the Customer will pay the Price to the Supplier in accordance with clause 3.2 of these T&Cs.

4. Price

4.1 The Price is inclusive of GST unless otherwise stated by the Supplier in writing.

4.2 The Customer must not withhold, make deductions from, or set-off, payment of any money owed to the Supplier for any reason.

4.3 The Supplier may charge, in addition to the Price, any other fees and charges that the Supplier notifies to the Customer from time to time.

5. Carrying Weight and Capacity

5.1 For the Passenger's comfort and safety, the Supplier must comply with restrictions on size and weight limits for the vehicles.

5.2 The combined two (2) Passenger weight limit per vehicle is 150kg. This is a legal requirement that cannot be exceeded.

5.3 Passengers must be able to fit on the seat of the vehicle with the safety bar secured in order to comply with the size limit of the vehicle:

5.3.1 The distance between the seat back and the safety bar (uncompressed) is 34 cm.

5.3.2 Should a Passenger's size reach or exceed the limit in clause 5.3.1 of these T&Cs, then they may not fit comfortably in the seat of the vehicle.

5.4 It is the responsibility of the Customer to ensure that the Passengers fit in the seat prior to Booking. If in any doubt, please contact the Supplier on 0416 012 858 to discuss options prior to Booking.

5.5 Failure to fit in the seat of the vehicle on commencement of the Service will result in cancellation of the Service for the Passenger affected and a Cancellation Fee in accordance with clause 13.2 of these T&Cs will apply.

5.6 The vehicle is not wheelchair accessible. Passengers must be able to access the vehicle safely on their own. Persons with impaired mobility may not be able to do so. The Supplier will not lift people on board nor permit others to do so, for safety reasons. Failure to access the vehicle on commencement of the Service will result in cancellation of the Service for the effected passenger and a Cancellation Fee in accordance with clause 13.2 of these T&Cs will apply.

6. Age of Passengers

- 6.1 The Supplier requires all Passengers to be at least eight (8) years old, in accordance with Victorian Road Safety Rules.
- 6.2 The Supplier requires a responsible adult (18 years or older) to accompany any child under the age of thirteen (13) during the Service.
- 6.3 Proof of age may be required from any Passenger on request from the Supplier at any time.
- 6.4 Failure to comply with Clause 6.1-6.3 inclusive of these T&Cs may result in the Supplier imposing a Rescheduling Fee contained in clause 14.2 of these T&Cs.

7. Force Majeure

The Supplier will not be liable to the Customer for any failure to perform, or delay in performing, the Supplier's obligations under these T&Cs if the failure or delay is due to any causes beyond the Supplier's reasonable control. If any such failure or delay continues for a period of 14 days the Supplier may terminate any affected Contract.

8. Traffic and Weather Conditions

- 8.1 The Supplier does not take any responsibility for traffic and/or weather conditions.
- 8.2 If the Supplier is delayed by traffic and/or weather in providing the Services, the Customer acknowledges that the Supplier may not be able to take Passengers to all documented places outlined on the Tour Information Page, prior to returning to the departure address.
- 8.3 In extreme circumstances the Supplier may, at its sole discretion, provide an extension of service or a complimentary reschedule.
- 8.4 The Supplier will not be liable to the Customer for any failure to perform, or delay in performing, the Supplier's obligations under these T&Cs if the failure or delay is due to any traffic or weather conditions beyond the Supplier's reasonable control.

9. Warranties

- 9.1 Except to the extent prohibited by law, the Supplier does not warrant the Goods and/or Services are fit for any purpose whether or not made known by the Customer or any third party to the Supplier or any member of the Supplier's Personnel.
- 9.2 The Supplier excludes all express and implied conditions and warranties in relation to the Goods and/or Services and this Agreement except those conditions or warranties that cannot be excluded by law.

9.3 Nothing in these T&Cs are intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or any equivalent Act of any State or Territory of Australia except to the extent permitted by such Acts.

10. Liability

10.1 The Supplier's liability for any Liability or Claim in relation to these T&Cs, the Contract, and any supply of Goods and/or Services will be limited to the amount of the Price paid by the Customer to the Supplier.

10.2 The Supplier will not be liable to the Customer or any other person for any Liability or Claim of any kind whatsoever arising directly or indirectly (whether under statute, contract, tort, negligence or otherwise) in relation to any indirect or consequential loss (including but not limited to any loss of actual or anticipated income, revenue, savings, production, business, opportunity, goodwill, reputation, publicity, or use) or any other remote, abnormal or unforeseeable loss or any similar loss whether or not in the reasonable contemplation of the parties.

11. Behaviour Policy

11.1 Safety is paramount to the Supplier, therefore:

11.1.1 Smoking is prohibited on the vehicle and in the immediate vicinity of the vehicle.

11.1.2 Consuming alcohol and illegal/illicit substances is strictly prohibited on the vehicle and in the immediate vicinity of the vehicle.

This policy is in the interests of all Passengers participating in the Services, the Tour Manager as well as third parties un-associated with our Services such as, the general public and other road users.

11.2 If, in the sole opinion of the Tour Manager, a Passenger appears to be affected by substance abuse or is intoxicated, unruly or careless to a point where safety is of a concern to any party on or off the vehicle (including the person themselves) the Tour Manager may refuse to carry the passenger and the Service for that Passenger will be cancelled immediately, either before or during the Service.

12. Indemnity

The Customer indemnifies the Supplier and each member of the Supplier's Personnel on a full and continuing indemnity basis from and against any Liability or Claim arising directly or indirectly in relation to:

- (a) the Customer's breach of these T&Cs or any Contract;
- (b) the negligence or wilful misconduct of the Customer or any member of the Customer's Personnel;
- (c) damage to the property of the Customer or any third party during provision of the Services;
- (d) any breakage, spillage or contamination during provision of the Services;
- (e) the Goods and/or Services not being fit for any particular purpose;
- (f) the Customer directly or indirectly causing any delay in the supply of any Goods and/or Services; or
- (g) the Customer purporting to cancel a Contract.

13. Cancellation Fees

13.1 Cancellation of the Services with a minimum of 12 hours' notice of the Booking start time will incur no cancellation fee and your payment is refundable.

13.2 Cancellation of the Service with less than 12 hours' notice of the Booking start time will incur a Cancellation Fee. The remainder of the booked Service fee will be refunded.

13.3 Only one (1) cancellation is permitted per Customer within a seven (7) day period.

13.4 All third party fees, paid as part of the Supplier's Service are not refundable if the Service is cancelled, unless the third party refunds their fee to the Supplier.

14. Rescheduling Fees

14.1 Rescheduling of the Services with a minimum of 12 hours' notice of the Booking start time will incur no Rescheduling Fee.

14.2 Rescheduling of the Services with less than 12 hours' notice of the Booking start time will incur a Rescheduling Fee.

14.3 Only one (1) rescheduling is permitted per Customer, otherwise a Cancellation Fee in accordance with clause 13.2 of these T&Cs may be imposed by the Supplier.

14.4 All third party fees, paid as part of the Supplier's Service are not refundable if the Service is rescheduled, unless the third party refunds their fee to the Supplier.

15. No Shows and Late Arrivals Penalty Fees

15.1 No Shows – The Supplier/Tour Manager will wait at the specified departure address/pick up point for 15 minutes from the booked departure time. Should the Customer/Passengers not attend within the 15 minute period, they will forfeit all fees paid and the Services and Contract will be terminated, due to abandonment of the Services by them.

15.2 Late Arrivals – Should the Customer contact the Supplier during the 15 minute wait time at the departure address/pick up point, the Services may be delivered for the remaining tour time, provided that the Customer can attend the departure address/pick up point prior to the halfway point of the duration of the booked Service. If the Customer/Passengers fail to contact the Supplier within the 15 minute wait time they will be regarded as a “No Show” and forfeit all fees in accordance with 15.1 of these T&Cs.

15.2.1 Rescheduling in accordance with clause 15 of these T&Cs is not available, under this clause 15.2.

15.2.2 All late arrival Customers/Passengers agree that the Service will finish at the pre-booked time.

16. Termination

The Supplier may immediately terminate, or suspend the performance of, any Contract and the Customer must immediately pay any money owed to the Supplier if:

- (a) the Customer breaches a term of these T&Cs and does not remedy the breach within 7 days; or
- (b) the Customer breaches a term of these T&Cs or any Contract which is not capable of remedy.

17. Dispute Resolution

17.1 All disputes or complaints will be considered on their merits by the Tour Manager or Supplier with the aim of achieving a positive outcome for both parties.

17.2 The Customer acknowledges that the decision of the Supplier will be final.

18. Photos and Images

During the Services, the Tour Manager or Personnel of the Supplier may from time to time take photographs or make recordings of the Passengers and tour activities that may identify them. The Supplier reserves the right to use any and all photographs and/or recordings made on tour for promotional reasons in printed materials, on the Internet or other media. In using

such images, the Supplier undertakes not to reveal your name, contact details or other personal information. The Customer consents to the use of such images or recordings by the Supplier and acknowledges that the Customer and/or Passengers will not be entitled to payment or other compensation for the giving of consent or for the use of such images or recordings. The Supplier may keep such images or recordings of Passengers on record. If you do not wish for images or recordings of Passengers to be collected, stored or used, you must advise the Supplier to that effect at the time of Booking.

19. Miscellaneous

19.1 These T&Cs or any Contract may only be amended with the Supplier's express written agreement. Any waiver by the Supplier must be express and in writing.

19.2 The Supplier's rights under these T&Cs or any Contract do not exclude any other rights the Supplier may have at law.

19.3 If any provision of these T&Cs or any Contract is unenforceable, the provision will be severed and the remaining provisions will continue to apply.

19.4 The Customer must immediately provide written notice to the Supplier if there is any direct or indirect change in the Control of the Customer.

19.5 The Supplier may assign any rights or benefits under any Contract or these T&Cs or any Contract to any third party.

19.6 The Customer may only assign any rights or benefits under any Contract or these T&Cs or any Contract with the Supplier's prior written consent.

19.7 These T&Cs and any Contract will be governed by the law of the state in which Supplier's address is located.

19.8 In these T&Cs:

- (a) the headings do not affect interpretation;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to a party to a document includes the party's executors, administrators, heirs, successors in title, permitted assigns and substitutes;
- (e) a reference to a person includes a natural person, body corporate, partnership, trust, association or any governmental, administrative or judicial body, tribunal, department, commission, authority, agency, minister, corporation or instrumentality or any other entity;
- (f) a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations,

amendments, re-enactments or replacements;

(g) a word or expression defined in the Corporations Act has the meaning given to the word or expression in the Corporations Act;

(h) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions;

(i) any agreement, representation, warranty or indemnity by two or more parties binds those parties jointly and severally;

(j) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on the next business day.