

## General Terms and Conditions for Bicycle Fix Pty Ltd trading as The Fox Run

Please read carefully as all bookings with The Fox Run are subject to the following terms and conditions.

In completing and submitting the online booking you, and any person within your party using our service, agree to be bound by these terms and conditions, which form an agreement between The Fox Run and you (and your party). Making a booking will be taken as acceptance of these Terms and Conditions.

### Changing a booking

Any requests to change a booking must be emailed to [info@thefoxrun.com.au](mailto:info@thefoxrun.com.au)

This does not guarantee your change will be accepted, changes are only possible if the requested time slot is available. If the requested time slot is not available, and your request was received more than 72 hours prior to your shuttle service, a full refund will be provided. Any change requests received within 72 hours of your shuttle service are subject to the cancellation policy.

Refunds can take up to 48 hours to process, we apologise for any inconvenience.

### Cancellation requests

Please call us immediately if you wish to cancel your service.

The following refund policies apply to cancellations:

- If your cancellation request is within 48 hours or less of your agreed shuttle service, no refund will be provided.
- If your cancellation request is within 48 – 72 hours of your agreed shuttle service, a 50% refund will be provided.

### Unaccompanied Minor Policy

Children under the age of 15 years are not permitted to travel unaccompanied on The Fox Run. All children under the age of 15 must be accompanied by an adult over the age of 18. Proof of age for the accompanied person may be requested and must be shown prior to the service being provided. If no identification is provided, travel may be refused for both passengers. Any costs incurred due to the refusal of service will be incurred by the customer, The Fox Run does not assume any liability for these costs.

The person accompanying the child under the age of 15 years old must accept full responsibility for the child during the journey.

### Timetable and Travel Conditions

All schedules are correct at the time of placement on the <http://www.thefoxrun.com.au> website. The Fox Run reserves the right to alter the schedules as it deems necessary. Whilst every effort is made to maintain the scheduled service, no responsibility will be taken for inconvenience due to delayed service, or for any additional cost or expense that may be incurred by you as a result of scheduling changes. Travel duration times are subject to change due to traffic and weather conditions. The Fox Run recommends that when making travel plans, you ensure that a contingency is in place for unforeseen circumstances that may occur and are out of our control.

### Travel Insurance

Personal travel insurance is not included in the price of the service. It is a condition of booking with The Fox Run that you are adequately insured in respect of illness, injury, death, loss of personal items, damage to or loss of bicycle and cancellation or curtailment. It is your responsibility to make such insurance arrangements.

### Bike / Accident Insurance

We carry your bike or equipment without accepting any liability for any accident or damages. Bike insurance is not included in the price of the service and we recommend you have your bike privately insured in case of a mishap, accident or damage. We also will not be liable for any additional bike hire expenses in the event your bike is damaged and not rideable.

### Route Changes

Departure or conclusion of the service or to modify any aspect of the service, to postpone, cancel or delay any such aspect of the service is at the absolute discretion of the driver, if it is necessary to do so due to inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions which may affect the safety of participants.

In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the service price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

The Fox Run, in its absolute discretion, holds the right to cancel any shuttle due to any government or emergency services agency warning or advice, or any change in such warning or advice. In this event condition we will offer a full refund or transfer of a shuttle. We suggest you have travel insurance.

### Right to Refuse Travel

The Fox Run reserves the right to refuse travel or remove from the vehicle any passenger, regardless of whether the passenger holds a valid ticket, where the passenger;

- Behaves in a disruptive, threatening or unlawful manner and may pose a threat to themselves, other passengers, The Fox Run staff or property; or
- is observed smoking, consuming alcohol or taking illicit drugs or attempting to smoke, consume alcohol or take illicit drugs on board.

In the event travel is refused or a passenger is removed from the vehicle, The Fox Run take no responsibility for inconvenience due to refusal of service, or for any additional cost or expense that may be incurred by you as a result of the refusal of service. The Fox Run will not provide a refund for the cost of the booking in this event.

The Fox Run further reserves the right to refuse booking requests or refuse travel to those passengers who are in breach, or have previously breached The Fox Run Terms and Conditions.

### Passengers Travelling with a Medical Conditions

For passengers who have a medical condition it is recommended that a carer/chaperone accompany you on your journey. In the event that a passenger becomes ill during their journey the appropriate emergency services will be contacted and the continuation of travel will be determined by the emergency services personnel.

Our drivers are not trained or permitted to administer any medicines or perform medical tasks.

### Luggage / Personal Equipment

The Fox Run does allow for the carriage of luggage and passengers' bikes and associated riding equipment.

The Fox Run may refuse carriage of any equipment, if in its opinion the luggage is:

- unsafe;
- a hazardous substance or dangerous good;
- likely to be damaged during travel;
- likely to cause damage to our vehicle; or
- likely to cause damage to other passengers' luggage or any other property.

In the event luggage is refused travel by The Fox Run, the passenger holds sole responsibility for any and all costs of alternate travel for their luggage. All luggage, including carry-on luggage, is the sole responsibility of the passenger.

The Fox Run accepts no responsibility and will not be liable for any damage to, theft or loss of any passenger luggage whilst using our service, including when on board a vehicle. Personal travel insurance is not included in the price of the service and we recommend you obtain adequate insurance prior to travel.

### Unclaimed Personal Items

In the event a passenger leaves personal items on The Fox Run vehicle:

- We will make all reasonable efforts to identify the owner of the items and notify them of the unclaimed personal items. Collection of the personal items will be the sole responsibility of the passenger.
- Any freight fees incurred in transporting the items to an alternate location will be borne solely by the passenger. The Fox Run will store the item as lost property for a period of 30 days. Should the item remain unclaimed at the expiry of that storage period, the item will be disposed of at The Fox Run sole discretion.
- The Fox Run will not be liable for any loss, expense or inconvenience incurred by the passenger.

### Digital Representations

We reserve the right to take and collect digital representations of our services and use these for advertising and public media activities. By accepting these terms and conditions, you accept that your image may, from time to time, be in the social media or associated websites or other media outlets. We will not link these representation to your personal details without your consent.

Bicycle Fix Pty Ltd trading as The Fox Run

Woodside SA Australia 5244

## PRIVACY POLICY

The Fox Run

### 1. We respect your privacy

(a) The Fox Run respects your right to privacy and is committed to safeguarding the privacy of our customers and website visitors. We adhere to the Australian Privacy

Principles contained in the Privacy Act 1988 (Cth). This policy sets out how we collect and treat your personal information.

(b) "Personal information" is information we hold which is identifiable as being about you.

### 2. Collection of personal information

(a) The Fox Run will, from time to time, receive and store personal information you enter onto our website, provided to us directly or given to us in other forms.

(b) You may provide basic information such as your name, phone number, address and email address to enable us to send information, provide updates and process your product or service order. We may collect additional information at other times, including but not limited to, when you provide feedback, when you provide information about your personal or business affairs, change your content or email preference, respond to surveys and/or promotions, provide financial or credit card information, or communicate with our customer support.

(c) Additionally, we may also collect any other information you provide while interacting with us.

### 3. How we collect your personal information

(a) The Fox Run collects personal information from you in a variety of ways, including when you interact with us electronically or in person, when you access our website

and when we provide our services to you. We may receive personal information from third parties. If we do, we will protect it as set out in this Privacy Policy.

### 4. Use of your personal information

(a) The Fox Run may use personal information collected from you to provide you with information, updates and our services. We may also make you aware of new and

additional products, services and opportunities available to you. We may use your personal information to improve our products and services and better understand your needs.

(b) The Fox Run may contact you by a variety of measures including, but not limited to telephone, email, sms or mail.

### 5. Disclosure of your personal information

(a) We may disclose your personal information to any of our employees, officers, insurers, professional advisers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes set out in this Policy. Personal information is only supplied to a third party when it is required for the delivery of our services.

(b) We may from time to time need to disclose personal information to comply with a legal requirement, such as a law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request.

(c) We may also use your personal information to protect the copyright, trademarks, legal rights, property or safety of The Fox Run, [www.thefoxrun.com.au](http://www.thefoxrun.com.au), its customers or third parties.

(d) Information that we collect may from time to time be stored, processed in or transferred between parties located in countries outside of Australia.

(e) If there is a change of control in our business or a sale or transfer of business assets, we reserve the right to transfer to the extent permissible at law our user databases, together with any personal information and non-personal information contained in those databases. This information may be disclosed to a potential purchaser under an agreement to maintain confidentiality. We would seek to only disclose information in good faith and where required by any of the above

circumstances.

(f) By providing us with personal information, you consent to the terms of this Privacy Policy and the types of disclosure covered by this Policy. Where we disclose your personal information to third parties, we will request that the third party follow this Policy regarding handling your personal information.

### 6. Security of your personal information

(a) The Fox Run is committed to ensuring that the information you provide to us is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure information and protect it from misuse, interference, loss and unauthorised access, modification and disclosure.

(b) The transmission and exchange of information is carried out at your own risk. We cannot guarantee the security of any information that you transmit to us, or receive from us. Although we take measures to safeguard against unauthorised disclosures of information, we cannot assure you that personal information that we collect will not be disclosed in a manner that is inconsistent with this Privacy Policy.

### 7. Access to your personal information

(a) You may request details of personal information that we hold about you in accordance with the provisions of the Privacy Act 1988 (Cth). A small administrative fee may be payable for the provision of information. If you would like a copy of the information, which we hold about you or believe that any information we hold on you is inaccurate, out of date, incomplete, irrelevant or misleading, please email us at [info@thefoxrun.com.au](mailto:info@thefoxrun.com.au).

(b) We reserve the right to refuse to provide you with information that we hold about you, in certain circumstances set out in the Privacy Act.

### 8. Complaints about privacy

(a) If you have any complaints about our privacy practises, please feel free to send in details of your complaints to 33 Onkaparinga Valley Road, WOODSIDE, South Australia, 5244. We take complaints very seriously and will respond shortly after receiving written notice of your complaint.

### 9. Changes to Privacy Policy

(a) Please be aware that we may change this Privacy Policy in the future. We may modify this Policy at any time, in our sole discretion and all modifications will be effective immediately upon our posting of the modifications on our website or notice board. Please check back from time to time to review our Privacy Policy.

### 10. Website

(a) When you visit our website

When you come to our website ([www.thefoxrun.com.au](http://www.thefoxrun.com.au)) we may collect certain information such as browser type, operating system, website visited immediately before coming to our site, etc. This information is used in an aggregated manner to analyse how people use our site, such that we can improve our service.

(b) Cookies

We may from time to time use cookies on our website. Cookies are very small files which a website uses to identify you when you come back to the site and to store details about your use of the site. Cookies are not malicious programs that access or damage your computer. Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. However, this may prevent you from taking full advantage of our website. Our website may from time to time use cookies to analyse website traffic and help us provide a better website visitor experience. In addition, cookies may be used to serve relevant ads to website visitors through third party services such as Google Adwords. These ads may appear on this website or other websites you visit.

(c) Third party sites

Our site may from time to time have links to other websites not owned or controlled by us. These links are meant for your convenience only. Links to third party websites do not constitute sponsorship or endorsement or approval of these websites. Please be aware that The Fox Run is not responsible for the privacy practises of other such websites. We encourage our users to be aware, when they leave our website, to read the privacy statements of each and every website that collects personal identifiable information.