### **Terms and Conditions**

Fearon Sholto Investments ABN 6048 124 7646 Trading as Segway Tours Sales and Leasing NT and Segway Tours NT operate with the following Terms and Conditions:

Segway Tours NT may change its Terms and Conditions from time to time subject to law. By-laws, rezoning and other issues and reserves the right to withdraw, add, vary, substitute any advertised routes, prices, booking times for tours, activities and Gift Certificates, without notice. However, every effort will be made to maintain the advertised product.

### **SEGWAY TOUR NT BOOKINGS and CHECK-INS:**

Arrival and check-in for a tour or experience is required 10 minutes prior to the agreed commencement time. If this does not occur, Segway Tours NT may, at its discretion, refuse participation of the tour or adventure without refund.

### **CANCELLATION POLICY**

## **Segway Bookings:**

A minimum of 24 hours' notice is required. Bookings will be rescheduled to a mutually convenient date and time.

## **Guided tour bookings:**

- Cancellations received more than 14 days prior to the tour date will receive a full refund
- Cancellations received from the third day up to and including 13 days prior to the tour date will incur a cancellation fee of 20% of the full tour cost
- Cancellations received within 2 days prior to the tour date will incur a full cost of tour cancellation fee.

Failure to arrive for the scheduled Guided Tour or pre-booked Segway Experience will incur a full cost of tour cancellation fee. A refund will not be given for any part of a Guided Tour or Experience after the participant has commenced the training section. A refund will be granted only when it is deemed by the instructor that the participant is incapable of riding a Segway Personal Transporter (PT).

## POOR WEATHER CONDITIONS:

Inclement weather will not normally prevent the tour to be cancelled therefore we do encourage participants to wear weather-appropriate dress and shoes.

Segway Guided Tours and/or Segway will not proceed should Segway Tours NT decide in its absolute discretion, whether for safety reasons or otherwise, to cancel these activities.

Should any tour or experience session not proceed, participants will be rescheduled at their convenience, be issued with a refund voucher, in the case of purchases bought through a third party reselling Segway Tours or Experiences or be reimbursed the price paid for the activity, but otherwise shall have no claim whatsoever (including no claim for travel expenses or any other out-of-pocket expenses) relating to the cancellation of a Your or Experience.

Segway Tours NT Guided Tours and Adventure Tours Gift Vouchers are not refundable.

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### **RIDER REQUIREMENTS:**

Minimum participant age for a Segway PT Guided Tour is 12 years old. It is the responsibility of the purchaser to ensure they have read and understood the age and weight restrictions for each of the ride types.

### Also

- Riders must wear a helmet. Helmets will be provided.
- It is recommended riders wear suitable covered toe footwear (e.g. trainers). Thongs and similar footwear are not safe when riding a Segway PT.
- Riders must be able to stand for the duration of the guided tour or experience
- Rider must be able to stand and walk unassisted.
- Riders must be able to step on-to and off the base of their machine unassisted (following training). The step is approximately 8 inches / 20cm tall.
- Riders must be able to lean from side to side and forwards and backwards, whilst standing upright on the machine.
- Riders must not be under the influence of drugs or alcohol.
- Riders must follow the instructions of their Trainer, Tour Leader or other Supervisors at all
  times. Failure to follow such instructions will result in the Segway Tour or Experience for the
  offending rider being cancelled.
- Riders must have adequate vision in order to safely operate a Segway PT, and must wear any prescribed glasses where appropriate.
- Riders must inform their Trainer and/or Tour Leader of any vision impairments that may affect their safety before participating in a Segway Experience and/or Segway Guided Tour.
- Pregnant women or people with back injuries and/or other serious health problems should not participate in any of the Segway Experiences or Segway Guided Tours.

### **RIDE AGREEMENT:**

All customers will be required to sign a Release of Indemnity and Disclaimer Form. The form includes but is not limited to the statements that the participant has read and understood their obligations and participates at their own risk. All participants under the age of 18 MUST be accompanied by a parent or guardian and the parent or guardian must sign the forms.

## **PERSONAL ITEMS:**

Segway Tours NT excludes all responsibility for damage or loss of personal items whilst storing property at the site of the Segway Tour or Experience or carrying the property on the person or Segway PT during the Segway Tour or Experience activity.

## **RIGHT OF REFUSAL:**

Segway Tours NT reserve the right to prohibit any participant prior to commencement, during training or during the activity, from participating in any of our Segway Tours or Experiences, if they fail to meet the Rider Requirements or do not maintain, at the tour guide's discretion, acceptable behaviour, as specified in these terms and conditions. In such cases, no refunds or alternative dates will be given.