



## RIVERLAKE DISCOVERIES WATERBIKE HIRE

### RIVERLAKE DISCOVERIES – TERMS AND CONDITIONS

LAST UPDATED: JUNE 9TH, 2025

WELCOME TO RIVERLAKE DISCOVERIES! BY BOOKING OR PARTICIPATING IN OUR WATERBIKE HIRE SERVICES ON THE MITCHELL RIVER, OR PURCHASING ANY OF OUR PRODUCTS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS. PLEASE READ THEM CAREFULLY.

- **DEFINITIONS**

- "WE," "US," OR "RIVERLAKE DISCOVERIES" REFERS TO THE WATERBIKE HIRE BUSINESS OPERATING IN EAGLE POINT, EAST GIPPSLAND, VICTORIA, REGISTERED UNDER THE TRUSTEE FOR DSLHO TRUST, WITH DSLHO PTY LTD AS THE ORGANISATIONAL REPRESENTATIVE (ABN: 54900572987).
- "YOU" OR "CUSTOMER" REFERS TO THE INDIVIDUAL BOOKING, PARTICIPATING IN OUR SERVICES, OR PURCHASING OUR PRODUCTS.
- "SERVICES" REFERS TO THE WATERBIKE HIRE AND RELATED ACTIVITIES PROVIDED BY RIVERLAKE DISCOVERIES.
- "PRODUCTS" REFERS TO ITEMS SOLD BY RIVERLAKE DISCOVERIES, INCLUDING WATER BOTTLES, PHONE HOLDERS (WORN AROUND THE NECK WITH A WATERTIGHT PLASTIC POUCH), HATS, AEROGUARD, SUNBURN CREAM, AND WATERPROOF BAGS.

- **BOOKINGS AND PAYMENTS**

- ALL BOOKINGS FOR WATERBIKE HIRE MUST BE MADE IN ADVANCE THROUGH OUR WEBSITE, PHONE, OR IN PERSON.
- FULL PAYMENT FOR SERVICES OR PRODUCTS IS REQUIRED AT THE TIME OF BOOKING OR PURCHASE.
- PRICES ARE IN AUSTRALIAN DOLLARS (AUD) AND INCLUDE GST AS PER AUSTRALIAN TAX LAWS.
- WE RESERVE THE RIGHT TO REFUSE SERVICE OR SALE IF PAYMENT IS NOT RECEIVED OR IF YOU FAIL TO COMPLY WITH THESE T&CS.

- **CANCELLATION AND REFUNDS FOR SERVICES**

- CANCELLATIONS FOR WATERBIKE HIRE WITH AT LEAST 24 HOURS' WRITTEN NOTICE (VIA EMAIL OR TEXT) ARE ELIGIBLE FOR A FULL REFUND.
- CANCELLATIONS WITH LESS THAN 24 HOURS' NOTICE WILL NOT BE REFUNDED BUT MAY BE RESCHEDULED AT OUR DISCRETION.
- IF WE CANCEL DUE TO UNSAFE WEATHER CONDITIONS (E.G., HIGH WINDS, STORMS) OR UNFORESEEN CIRCUMSTANCES, YOU WILL RECEIVE A FULL REFUND OR THE OPTION TO RESCHEDULE.
- NO REFUNDS WILL BE PROVIDED FOR NO-SHOWS OR LATE ARRIVALS.





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- REFUNDS FOR SERVICES WILL BE PROCESSED WITHIN 5-7 BUSINESS DAYS TO THE ORIGINAL PAYMENT METHOD.
- **PRODUCT SALES AND DISCLAIMER**
  - WE SELL THE FOLLOWING PRODUCTS: WATER BOTTLES, PHONE HOLDERS (WORN AROUND THE NECK WITH A WATERTIGHT PLASTIC POUCH THAT FLOATS IF DROPPED IN WATER), HATS, AEROGUARD, SUNBURN CREAM, AND WATERPROOF BAGS.
  - DISCLAIMER: ALL PRODUCTS ARE PROVIDED "AS IS" AND USED AT YOUR OWN RISK. WE DO NOT GUARANTEE THE PERFORMANCE, DURABILITY, OR EFFECTIVENESS OF THESE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE WATERTIGHT FUNCTIONALITY OF PHONE HOLDERS OR WATERPROOF BAGS, THE PROTECTIVE CAPABILITIES OF AEROGUARD OR SUNBURN CREAM, OR THE DURABILITY OF HATS AND WATER BOTTLES.
  - TO THE EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY LOSS, DAMAGE, OR INJURY RESULTING FROM THE USE OF THESE PRODUCTS, INCLUDING DAMAGE TO PERSONAL ITEMS (E.G., PHONES) OR HEALTH ISSUES (E.G., SUNBURN OR ALLERGIC REACTIONS).
  - UNDER THE AUSTRALIAN CONSUMER LAW (ACL), YOU ARE ENTITLED TO A REFUND OR REPLACEMENT FOR PRODUCTS WITH A MAJOR FAILURE, BUT THIS DOES NOT APPLY IF THE FAILURE IS DUE TO MISUSE, NORMAL WEAR AND TEAR, OR FAILURE TO FOLLOW INSTRUCTIONS (IF ANY). ALL PRODUCT SALES ARE OTHERWISE FINAL, AND WE DO NOT OFFER REFUNDS FOR CHANGE OF MIND.
- **CUSTOMER RESPONSIBILITIES**
  - YOU MUST BE AT LEAST 18 YEARS OLD TO BOOK A WATERBIKE OR PURCHASE PRODUCTS, OR BE ACCOMPANIED BY A PARENT/GUARDIAN IF UNDER 18.
  - FOR WATERBIKE HIRE, YOU ARE RESPONSIBLE FOR ENSURING YOU ARE PHYSICALLY CAPABLE OF PARTICIPATING. PLEASE INFORM US OF ANY MEDICAL CONDITIONS THAT MAY AFFECT YOUR SAFETY.
  - YOU MUST FOLLOW ALL SAFETY INSTRUCTIONS PROVIDED DURING THE WATERBIKE BRIEFING AND WEAR THE PROVIDED LIFE JACKETS AT ALL TIMES.
  - YOU ARE LIABLE FOR ANY DAMAGE TO THE WATERBIKES OR EQUIPMENT DUE TO MISUSE OR NEGLIGENCE AND MAY BE CHARGED FOR REPAIR OR REPLACEMENT COSTS.
  - FOR PRODUCTS, YOU ARE RESPONSIBLE FOR USING THEM APPROPRIATELY AND UNDERSTANDING THEIR LIMITATIONS AS OUTLINED IN THE DISCLAIMER.





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- **WATERBIKE USAGE GUIDELINES**

- CHILDREN ON WATERBIKES: CHILDREN MAY RIDE ON THE WATERBIKE WITH AN ADULT, PROVIDED THE CHILD'S WEIGHT IS LESS THAN 45KG AND THE COMBINED WEIGHT OF THE ADULT AND CHILD DOES NOT EXCEED 150KG.
- AGE AND HEIGHT REQUIREMENTS: MINIMUM AGE TO TRAVEL AS A PASSENGER IS 5, THE MINIMUM HEIGHT TO RIDE A BIKE IS 135CM (4'4"). THE MAXIMUM HEIGHT IS 198CM (6'5"), AND THE MAXIMUM WEIGHT IS 150KG PER WATERBIKE.
- SAFETY COMPLIANCE: ALL RIDERS MUST MEET THESE CRITERIA AND FOLLOW SAFETY INSTRUCTIONS. FAILURE TO COMPLY MAY RESULT IN TERMINATION OF THE HIRE WITHOUT REFUND.

- **SAFETY AND WEATHER CONDITIONS**

- WE RESERVE THE RIGHT TO CANCEL OR MODIFY WATERBIKE BOOKINGS DUE TO UNSAFE WEATHER CONDITIONS OR OTHER FACTORS BEYOND OUR CONTROL, SUCH AS RIVER HAZARDS OR ENVIRONMENTAL RESTRICTIONS.
- YOU MUST COMPLY WITH ALL SAFETY GUIDELINES AND INSTRUCTIONS PROVIDED BY OUR STAFF FOR WATERBIKE HIRE. FAILURE TO DO SO MAY RESULT IN TERMINATION OF YOUR HIRE WITHOUT REFUND.
- WATERBIKE ACTIVITIES INVOLVE INHERENT RISKS, INCLUDING BUT NOT LIMITED TO INJURY, DROWNING, OR EQUIPMENT FAILURE. BY PARTICIPATING, YOU ACKNOWLEDGE AND ACCEPT THESE RISKS.

- **LIABILITY**

- TO THE EXTENT PERMITTED BY LAW, RIVERLAKE DISCOVERIES IS NOT LIABLE FOR ANY INJURY, LOSS, DAMAGE, OR DEATH CAUSED BY YOUR NEGLIGENCE, FAILURE TO FOLLOW INSTRUCTIONS, OR PRE-EXISTING MEDICAL CONDITIONS, WHETHER RELATED TO WATERBIKE HIRE OR PRODUCT USE.
- WE COMPLY WITH THE AUSTRALIAN CONSUMER LAW (ACL). NOTHING IN THESE T&CS EXCLUDES YOUR STATUTORY RIGHTS, INCLUDING GUARANTEES OF SAFETY AND FITNESS FOR PURPOSE FOR SERVICES. HOWEVER, AS NOTED IN SECTION 4, PRODUCTS ARE USED AT YOUR OWN RISK, AND LIABILITY IS LIMITED ACCORDINGLY.
- OUR LIABILITY FOR BREACHES OF CONSUMER GUARANTEES FOR SERVICES IS LIMITED TO A REFUND, REPLACEMENT, OR COMPENSATION, AS PER ACL PROVISIONS.

- **EQUIPMENT AND USAGE (WATERBIKES)**

- ALL WATERBIKES AND SAFETY EQUIPMENT (E.G., LIFE JACKETS) ARE PROVIDED IN GOOD WORKING CONDITION AND MUST BE RETURNED IN THE SAME CONDITION, BARRING NORMAL WEAR AND TEAR.





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- YOU MUST NOT USE THE WATERBIKES OUTSIDE THE DESIGNATED AREAS OF THE MITCHELL RIVER AS OUTLINED DURING THE SAFETY BRIEFING.
- USE OF ALCOHOL OR DRUGS BEFORE OR DURING THE HIRE IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF THE HIRE WITHOUT REFUND.
- **PRIVACY**
  - WE COLLECT PERSONAL INFORMATION (E.G., NAME, CONTACT DETAILS) TO PROCESS BOOKINGS, SALES, AND ENSURE SAFETY. THIS INFORMATION WILL BE HANDLED IN ACCORDANCE WITH THE PRIVACY ACT 1988 (CTH) AND OUR PRIVACY POLICY, AVAILABLE ON REQUEST.
  - WE WILL NOT SHARE YOUR INFORMATION WITH THIRD PARTIES UNLESS REQUIRED BY LAW OR FOR OPERATIONAL PURPOSES (E.G., PAYMENT PROCESSING).
- **INTELLECTUAL PROPERTY**
  - ALL BRANDING, LOGOS, AND CONTENT RELATED TO RIVERLAKE DISCOVERIES ARE OUR PROPERTY. YOU MAY NOT USE THEM WITHOUT PRIOR WRITTEN CONSENT.
- **GOVERNING LAW**
  - THESE T&CS ARE GOVERNED BY THE LAWS OF VICTORIA, AUSTRALIA. ANY DISPUTES WILL BE SUBJECT TO THE JURISDICTION OF THE COURTS OF VICTORIA.
- **CHANGES TO TERMS**
  - WE MAY UPDATE THESE T&CS FROM TIME TO TIME. THE LATEST VERSION WILL BE AVAILABLE ON OUR WEBSITE, AND CONTINUED USE OF OUR SERVICES OR PURCHASE OF OUR PRODUCTS CONSTITUTES ACCEPTANCE OF THE UPDATED TERMS.

**CONTACT US**

FOR QUESTIONS OR CONCERNS, PLEASE CONTACT US AT:

RIVERLAKE DISCOVERIES

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