

## **Bike Tour and Transit Disclaimer**

Although we endeavour to present information and descriptions of a given tour as accurately as possible, participants are encouraged to make independent investigations of their own in terms of the weather prospects for the duration of the tour, the condition of the roads and the terrain over which the tours may take place. It is the responsibility of participants to decide for themselves whether or not any tour organised by us is either suitable or appropriate for them in terms of the challenges and risks that may be encountered.

### **LIABILITY**

Bike the Highlands Ltd., its owners or employees shall not be liable for any delay or default in providing the service included in the tour if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, inclement weather, vehicle breakdown or any other cause beyond the reasonable control of our company or its directors and employees.

### **INSURANCE**

Cycling has inherent risks attached to it and Bike the Highlands Ltd and its employees shall not be liable for any damages relating to loss of property or injury of any kind to any participant. It is the responsibility of each participant to take out travel and personal accident insurance cover. Therefore, you must be adequately insured against personal injury, medical expenses arising from accident or injury, property loss, theft or damage.

By reserving a tour or meeting your guide to join a tour with us you will be deemed to have accepted our terms and conditions of service of which this Disclaimer is part.

Your booking is accepted on the understanding that you realize and accept the dangers, risks and hazards inherent in any cycling tour activity.

### **RESPONSIBILITIES**

All participants must agree to observe local laws and ensure that their conduct in no way puts at risk the welfare of any participant at an event or during a cycle tour. In case of a collision or accident which causes damage to the participant or another participants or participants on the tour, the participant causing the collision or accident will be liable for all damages.

Accepting confirmation of a booking and / or joining a tour signifies agreement and therefore during a tour if your conduct is considered by the tour and/or event organizers to be detrimental to the welfare of other tour and/or event participants in the group, you may be asked to leave the tour and/or event.

If for any reason you fail to arrive at the appointed time and place for any tour, we will not be responsible for any expenses incurred by you in missing the tour.

## CANCELLATION POLICY

You'll receive a refund if you cancel the tour at least 24 hours in advance. The refund will be reduced according to **card processing fees**:

- 1.4 to 1.5% + 0.25 € for Standard European cards
- 1.4 to 1.9% + 0.25 € for Premium European cards
- 2.5% + 0.25 € for UK cards
- 2.9% to 3.25% + 0.25 € for international cards

## PERSONAL INSURANCE

Bike the Highlands Ltd and employees shall not be liable for injury, damages, death, accident or delay to person or loss or damage to property due to negligence or default of any third party rendering any service included in the tour. You are responsible for any loss or damage to baggage, bicycles or personal possession or any consequential loss there from. You are also responsible for the safekeeping of all your valuables.

You must be adequately insured against personal injury, medical expenses arising from accident or injury, property loss, theft or damage. All participants must provide proof of applicable personal accident and travel insurance cover before the commencement of the tour and on request.

## ROAD SAFETY

When you book a tour with Bike the Highlands Ltd you undertake to conduct yourself in a manner that does not put at risk your own safety and that of other participants on the tour. In addition you accept all risks of the road, offroad terrain, bicycle-paths including challenging terrain, road hazards, road-posts and

signs, vehicles on the road, hazards from other cyclists and other road users.

Cyclists can and do sustain serious injuries from such hazards. Bike the Highlands and its employees or associates cannot accept any responsibility whatsoever for the state of the roads, trails or bicycle-paths or for the conduct of any participant or other road user.

## PHYSICAL ABILITY

It is the sole responsibility of the participant to determine his or her level of bike, road and off road bike handling ability and whether or not our cycling tour is suitable for the individual concerned. Participants accept all risks to their physical well-being associated with this activity, such as their ability to withstand exposure to the elements, level and extent of physical exertion, tolerance and endurance. We make no assumption about any cycling skill or equipment fitness or physical fitness levels of any participant.

Participants will be using public roads, bicycle-paths and various off road terrain while out cycling and it is for the participants to decide whether or not their cycle equipment, cycling speed, physical endurance and/or bike, road and off road handling are of an appropriate standard for a given tour.

If a staff-member or guide of Bike the Highlands deems it unsafe or irresponsible for a guest to participate in a tour lead by them due to the incapability to safely drive a bicycle, either due to inexperience, use of alcohol or drugs or any other reason, the guides reserve the full right to ban the guests from participating on the tour.

## EQUIPMENT

If Bike the Highlands makes use of bicycles provided by a third person, i.e. a bike-rental company all rules regarding the bicycle applicable for renting a bicycle as individual at one of the used companies are applicable to the participants of our bike-tours. Participants are responsible before commencing on a tour to check if their bicycle is in a road worthy condition meaning that the participant accepts all responsibility for equipment failure of any kind and any resulting problems and/or expenses that may occur.

In the case that Bike the Highlands Ltd. provides its own bicycles the exact similar rules are applicable. Cycle components and even cycle frames can fail unexpectedly for which we accept no responsibility whatsoever.

## PROTECTIVE WEAR

Participants are free to wear a suitable protective cycle helmet whether or not it is required by law. Bike the Highlands provides helmets for participants upon request, but any rider who chooses to wear or not to wear a cycle helmet whilst participating in any cycling tour, trip or event organized by Bike the Highlands and/or its associates proceeds at his or her own risk.

## PERIPHERAL EQUIPMENT

Each and every participant on a cycling tour assumes full responsibility for ensuring that any necessary snacks, food and water are included in their luggage to prevent delay, inconvenience, hardship and risk caused to themselves and other participants who may be indirectly affected.

## COMPLAINTS

If you should have a complaint during the tour about your guide or any matter related to the booked tour, you must report it immediately to our representative to enable us to help resolve matters. If you feel the matter is serious, you should also submit your complaint in writing to us either by post or by sending an email message using our Contact Us messaging service as soon as possible or within seven days from the date of your last day of the tour.

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