

1. CONTRACT

a. Terms and Conditions

These terms and conditions govern the contract between you and us to the exclusion of all other terms and conditions save for those implied by law, and no variation to these terms and conditions shall be valid unless in writing and signed by you and the company director. When you book a camp or training day, you are agreeing to this contract. If you have any questions, please ask. We suggest keeping a copy for your own reference.

b. Formation of Contract

No contract shall arise between you and us until we have received the deposit payable and we have sent to you written confirmation (This can be in the form of an email) of our acceptance of your booking.

2. MOUNTAIN BIKING

a. Safety

You accept that mountain biking can be hazardous, and that there are times when it can involve risk of injury or even death. It can also involve periods of discomfort. By agreeing to these terms and conditions, you agree to take full responsibility for your own actions. RACE OFF ROAD accepts no responsibility for injury, death or damage to personal equipment resulting from your participation.

You must ride within your own ability at all times. Please consider the effect your actions have on other trail users, including non-cyclists.

You agree to follow any instructions given to you by your leader or instructor and accept that anybody not doing so, or anybody acting in a way that could be dangerous to themselves or the rest of the group, may be asked to leave the activity with no refund from RACE OFF ROAD.

It is your responsibility to make sure your bike is in good, safe working order. You must tell your leader or instructor about any problems with your bike as soon as they occur. We reserve the right to prevent you from riding with us if we deem your bike unsafe.

RACE OFF ROAD reserves the right to change the days plans if the weather or any other unforeseen circumstance makes them unsuitable.

b. Fitness and health

You should be physically fit enough to participate in the activities you have booked on. We will always try to accommodate everybody, but we reserve the

right not to guide or instruct somebody if their lack of appropriate fitness will affect the safety or ruin the enjoyment of everybody else.

You must tell us, at the time of booking, of any medical conditions or injuries that might affect your riding or ability to partake in the day.

c. Clothing and equipment

RACE OFF ROAD will always try to help should you have any mechanical failures while riding, but it is your responsibility to judge whether the repair is safe or not before continuing. The cost of any spares provided by RACE OFF ROAD including inner tubes, will be met by the customer.

All riders must wear a bike helmet conforming to CE standard EN1078 at all times and we also recommend wearing gloves and riding glasses.

You must wear clothing that is suitable for the type of riding you will be doing and the weather on the day. You must also bring any equipment or spares required (a full equipment and clothing list is available for each trip).

If hiring a bike, we accept that there will be reasonable wear and tear on these bikes while riding with us but we are not responsible for any accidental damage to hired bikes while they are being used.

d. Our guides

All our guides are qualified with MBCUK and hold outdoor first aid qualifications.

BOOKINGS

a. Minimum Trip Numbers

We are happy to accept bookings from individuals or groups, but we usually require a minimum number of clients for a trip to run. We will advise you of the exact situation at the time of booking. If we do not have the required number of clients at your time of booking we will do our best to fill the other places before the trip begins but we reserve the right to cancel or postpone the trip, with a full refund to you, if we are unable to meet these minimum requirements. Sometimes we are able to negotiate alternative arrangements to accommodate smaller groups. It will be your decision whether these are suitable or not and the full refund will still be available.

b. Lead Name

The lead name on any group booking with us accepts the full responsibility of collecting the full balance payable for the booking and indemnifies RACE OFF ROAD against any loss from any individual failing to pay within your group. The lead name of the group is also responsible for ensuring that all group members are aware they are bound by our terms and conditions. The lead

name is also responsible for the completion of the online booking form on behalf of all persons on the booking. It is understood that those booking via email or telephone agree to, and accept our terms and conditions.

c. Payment & Deposits

Payment is usually made in full at the time of booking.

When it is possible to secure your booking with a deposit, this is payable at the time of booking and the balance of payments are split into the following phases:

An agreed non-refundable, non-transferable deposit is payable at the time of booking.

The final balance is to be paid no less than 10 weeks before the date upon which your trip is due to start.

If you do not make your deposit payments by the due dates given then you shall be deemed to have cancelled the event.

Deposits are used by us to enter into the contractual arrangements on your behalf and are non refundable. Payments can be made with a valid Credit Card or Debit Card, or online bank transfer.

d. Cancellation by Us

We may cancel the trip or any part of it: for safety reasons if we or our supplier(s) regard adverse weather conditions or other safety concerns as unacceptable and which cannot reasonably be overcome; If we reasonably believe that you may cause harm or damage to our reputation or to the reputation of our suppliers or to property belonging to our suppliers; If a supplier or suppliers are unable to host the trip for any reason; If changes you wish to make to the booking mean it is uneconomical or impractical to run the trip. If we cancel the whole of the trip we shall use our best endeavours to re-arrange it on a mutually convenient date, or provide a refund to you of the cost to us of the trip. Save as above we shall be under no further liability to you for cancellation of the trip or any part of it.

e. Cancellation by You

You may cancel your booking within a period of 10 days after the initial deposit. All cancellations must be made in writing from the lead name on the booking. After 10 days the amount of the cancellation fee is calculated according to the date on which we receive written notice of your wish to cancel.

If you cancel with us more than 10 weeks in advance of the travel date then the cancellation fee is a minimum of 10% the total booking cost, or the total amount paid to us at that time on the booking.

If you cancel with us within 10 weeks of the travel date then the cancellation fee is 100% of the total cost of the booking, unless we can fill your space.

f. Failure to Provide a Trip

If, due to reasons beyond our control, a trip is unable to take place due to (but without limitation); closure of premises, the ceases of trading, a change in supplier management, weather restrictions, we will provide you and your group with an alternative trip and if this is does not prove possible, a refund to you of the full cost of the trip.

g. Accommodation.

The actual type of accommodation, room and bed arrangements available are explained in the event information set out before each trip. It may be possible to provide alternative arrangements at an extra cost. Please ask at the time of booking. If your booking includes accommodation, the named accommodation may remain confidential to RACE OFF ROAD and only be disclosed to you upon receipt of the completed secondary deposit.

h. Meals

Meal arrangements will differ from trip to trip and even from accommodation provider to accommodation provide. Details for each trip are available in the specific information for that trip, but are dependent upon many different suppliers and can change due to circumstances beyond our control. We will endeavour to meet any specialist dietary requests for any member of your group, but cannot guarantee these requests. We accept no liability if our suppliers are unable to meet these requests in advance, or once at the venue.

i. Alterations + Surcharges Applied By Us

If due to circumstances beyond our control it becomes necessary to substitute an alternative supplier, or make any other alterations to the trip (including accommodation) we shall inform you of the changes as soon as possible. If the changes are, in the view of RACE OFF ROAD so substantial as to materially alter the trip, and you are unwilling to accept them then you may cancel the trip and we will give a full refund. Surcharges may be applicable where a trip requires a minimum number of participants to proceed, and the group does not meet this minimum number. This could lead to the cancellation of the trip of which we are not held responsible and alternatives may be offered of an equal or greater value. If this value is greater, then you must pay us the difference in price.

j. Alterations made by you

We shall try to accommodate any reasonable changes you wish to make to the trip. Alterations and amendment requests should be made with us and not end suppliers and should be made in writing to us by the lead name. These

changes shall not be deemed accepted until we have confirmed in writing to you. Subject to our written agreement you may transfer your booking to a person who satisfies all the conditions applicable to the event.

k. Your Obligations

You shall at all times behave in a safe, responsible and courteous manner; comply with all instructions; regulations and codes of practice issued by us or our suppliers; ensure that you comply with any age restrictions imposed by our suppliers and ensure that you comply with any arrival/meeting times.

If you breach these obligations we may cancel or curtail the trip or any part of it and in those circumstances you shall not be entitled to any refund. You shall take out insurance suitable for your needs (including delays for events involving travel by land, sea, or air) before the event.

l. Our Obligations

We shall take reasonable care and skill in arranging the trip and comply with all applicable laws in relation to the trip; wherever possible, re-schedule the trip instead of cancelling, or offer a refund to you. All of the photographs and illustrations we use on our website and in literature (including quotations) we send you are for marketing purposes and may not entirely represent the actual products received.

m. Customer Feedback

If you have a problem whilst actually on your trip then you must contact us or the appropriate person(s) at the earliest opportunity. Unless there is a valid reason why you did not report your problem to us or the appropriate person(s), we will not consider ourselves liable for those complaints. If we are unable to resolve matters to your satisfaction then you must write to us within 10 days of the conclusion of the event. No complaint will be accepted outside of this time frame thus deeming you fully satisfied with all aspects of the trip and the services we have provided to you. We will acknowledge any correspondence within 10 days and endeavour to deal with the complaint as quickly as possible.

n. Contracts (Rights of Third Parties) Act 1999

No part of this agreement shall confer on any third party any benefit or right to enforce any terms of this agreement.

o. Jurisdiction

This agreement shall be construed in accordance with the laws of England, Wales and Scotland and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising between you and us or our suppliers.

p. Changes to these Terms and Conditions

We may need to make changes to these terms and conditions. Any changes can only be made by us and not any third party member. We reserve the right to amend or improve these terms and conditions without prior notification. When it is necessary for changes to be made, we will forward you a copy of these changes and all reservations will abide by the amended terms, with the exception of reservations already made.

q. Insurance

We recommend that you are covered by your own travel insurance at the time of booking.

EXPLANATION OF TERMS

“We/us” refers to RACE OFF ROAD

“The Trip” refers to any training camp, accommodation or activity organised or advertised by us.

“You” refers to the person who has signed the booking form and includes all the people on whose behalf you have signed.

“Supplier” refers to the company or person that is providing any part of the trip

“Price” refers to the total cost of the trip.