

Bike Bus Booking Conditions

Dec 2018

Your booking is with SPORTS TOURS INTERNATIONAL LTD (trading as Sports Tours International, Club La Santa UK, Graham Baxter Sporting Tours, Wheel2Wheel Holidays, Walk2Walk Holidays, Freewheel Holidays, Whereabouts Holidays, MyFirst, Race Force and the Golf Travel Club). Registered office: Spectrum, 56-58 Benson Road, Birchwood, Warrington WA3 7PQ. Company registration number 2207655 (we, us, the **Company**).

1. A booking will exist as soon as we issue our confirmation invoice. This booking is made on the terms of these booking conditions. When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions.

2. Paying for Your Services

When you make your booking you must pay a deposit of at least 50% per person. The balance of the price of your arrangements must be paid at least 12 weeks before your departure date, unless otherwise noted. If the deposit and/or balance is not paid in time, we shall cancel your arrangements. If the balance is not paid in time we shall retain your deposit

We reserve the right to alter the prices of any of the services. You will be advised of the current price of the services that you wish to book before your booking is confirmed.

3. If You Cancel Your Booking

a. As a consumer, you are entitled to a 7 day cooling off period. This means that during those 7 days if you change your mind or for any other reason you decide you do not want to receive the Services, you can notify us of your decision to cancel the Contract and receive a refund. Your legal right to cancel a Contract starts from the day after your purchase online and continues for 7 days. You will not be able to cancel any Service that has commenced.

b. You, or any member of your party, may cancel your arrangements at any time. Written notification from the person who made the booking must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable cancellation charges as follows: (See also the exception below):

<i>Period before departure in which you notify us</i>	<i>Cancellation charge</i>
More than 84 days	Deposit (together with any non-refundable costs which are incurred by us)
84 – 57 days	75% of the price (together with any non-refundable costs which are incurred by us)
Less than 57 days	100% of the price (together with any non-refundable costs which are incurred by us)

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges

4. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your arrangements in any way, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £50 per booking, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible.

You may be able to transfer your booking to another person who satisfies all the conditions that apply to this booking, by giving us notice in writing at least 7 days before departure. Both you and the new traveller are responsible for paying all costs we incur in making the transfer

If the number of people on a booking changes, the price of the services will be recalculated on the basis of the amended party size and you will need to pay any difference in the price of the services. Note: any resulting increase in the price per person is not a cancellation charge..

5. If We Cancel Your Booking

We reserve the right to cancel your booking. We will not cancel less than 4 weeks before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the delivery of the services to go ahead has not been reached.

Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required will be provided to you with the services description, along with the time limit for us to tell you if the booking has to be cancelled

If your booking is cancelled you can either have a refund of all monies paid or accept an alternative service of comparable standard from us, if we offer one (we will refund any price difference if the alternative is of a lower value).

In the event a refund is paid to you we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (see definition above)

<i>Period before departure in which we notify you</i>	<i>Amount you will receive from us</i>
More than 84 days	Deposit Only
84 – 57 days	£10 + monies paid
56 – 29 days	£10 + monies paid
28 – 15 days	£10 + monies paid
Less than 15 days	£25 + monies paid

This does not exclude you from claiming more if you are entitled to do so.

6. If We Change Your Booking

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it.

If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the services that make up your booking you will have the rights set out below.

- i. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative services, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescales given your booking may be cancelled.
- ii. If you choose to accept a refund, we will pay compensation as detailed below except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The Compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<i>Period before departure in which we notify you</i>	<i>Amount you will receive from us in compensation</i>
More than 84 days	Nil
84 – 57 days	£10
56 – 29 days	£10
28 – 15 days	£10
Less than 15 days	£25

7. Bike Bus Service

- a. On signing up for this service you agree to be available on your selected pick up or drop off period
- b. We reserve the right to change the pick up and drop off dates to accommodate changes in travel services used (such as ferries). If we change these dates we will give you as much notice as possible
- c. During transit your bike will be fork mounted to our bespoke frame and your front wheel placed in a wheel bag.. This is a proven industry method of travel for bikes. In some cases we may need to remove the saddle but the seat post will be taped to ensure your settings are unchanged.
- d. Your bike and luggage will be available to collect at the event at the agreed time. This time is agreed prior to the event. If there is a large volume of bikes to be collected Race Force Reserve the right to add additional pick up times.
- e. We aim to find a suitable location to operate from for the entire Event. Where possible this will be within 10/15 minutes of registration or transition. The exact location will be confirmed before you arrive at the Event.
- f. You must return your bike and luggage to us at the pick-up location at the Event within the designated time periods. You accept that if your bike is not returned within the designated times we will not be responsible for getting your bike back to your agreed address.
- g. It is your responsibility to test your bike at the event. You agree that once you have received and signed for your bike then you are accepting the bike back to you in an acceptable condition to race.

8. luggage

- a. You agree to keep your luggage to within reasonable size and weight measurements (up to a maximum of 10kg and within the following dimensions 50cm W x 20cm H x 40cm D) and to itemise all contents using the inventory form provided by us.
- b. Additional luggage can be added to any booking for £30
- c. All items including helmets and track pumps must fit inside your sealed luggage.
- d. You accept that luggage may need to be searched by customs who will need access to contents. If your luggage is locked customs may need to break this lock to perform a search and we are not liable for any loss or damage in this circumstance.
- e. You agree to keep your nutrition separated and clearly labelled within your luggage. It is your responsibility to ensure no narcotics or banned substances are in your luggage. We accept no liability for this.
- f. It is your responsibility to ensure your luggage is correctly packaged to ensure no damage to contents. We are not liable for any damage to luggage, locks or contents.
- g. Once you have collected your luggage and signed for it then Race Force do not accept any liability should you leave your luggage within the Race Hub or any Race Force Vehicle or Space.

9. Race Hosted & Workshop Service

- a. We provide a range of services to help you understand the course logistics, this could be rides, runs, swims & transition walk through. You are responsible for your own safety during these activities and we do not accept any liability for accidents & injuries therefore it is recommended that you have your own comprehensive multi sport insurance.

10. Event Servicing & Maintenance

- a. We will provide Technical Support at Events with qualified mechanics who are available to carry out servicing & minor works on your bikes. Any bikes that are worked on are done so with the owners consent and on completion of the works are subject to a satisfactory handover. You agree that once you have received and signed for your bike then you are accepting the bike back to you in an acceptable condition to race.

11. Our liability

- a. You must inform us, without undue delay, of any failure to perform or improper performance of the services included in this booking. If any of the services included in your booking are not performed in accordance with your booking, or are improperly performed by us or the service suppliers and this has affected the enjoyment of your arrangements you may be entitled to an appropriate price reduction or compensation or both. We will not be liable where any failure to perform or improper performance of the services is due to: you or another member of your party; a third party unconnected with the provision of the services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- b. Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the booking terms of the companies that provide the services. These terms are incorporated into this booking.
- c. The Events you attend carry risks including personal injury, property damage or death. We are not responsible for the risks integral to these Events.
- d. You understand that you will receive your bike before your race in a 'safe-to-ride' condition but that you are ultimately responsible for the safety of your bike and release us from all liability.
- e. Once you have collected your bike at the Event you accept liability for the bike and agree that the bike is in the condition it was when it was passed to us. At that point we are released from liability of any bike loss or damage
- f. An inspection of your bike will be recorded at Pick Up as well as collection back from you after the event locations. Both parties will agree the condition of the bike and equipment.
- g. We have designed & built our racking based on industry best practice to ensure bikes are not in contact with any other bike during transit. For this reason we do not accept liability for any cosmetic damage caused during the period of transport. In extraordinary cases we may look into damage of which you notify us, however this notification must be at the point of collection of your bike from us.
- h. Our liability for any loss or damage resulting in your bike not operating as expected is limited to £5,000

While Race Force have the appropriate business insurance in place, It is still your responsibility to ensure you have the appropriate insurances to fully cover your bike & bag while using our services. Should an incident occur you must raise this with your insurance company as the owner of the item in question.

12. Insurance

- a. While we have the appropriate business insurance in place, It is still your responsibility to ensure you have the appropriate insurances to fully cover your bike & bag while using our services. Should an incident occur you must raise this with your insurance company as the owner of the item in question. We have partnered with Endsleigh to develop a bespoke insurance policy that is specifically designed for sports enthusiasts.. We are working together to ensure you have adequate Insurance for your tour and to provide complete peace of mind. The policy is available to UK and Non UK residents and will cover trips in the UK, Europe and Worldwide. For more details visit <https://www.sportstoursinternational.co.uk/travel-insurance/> You must arrange adequate insurance for your own possessions, including bicycles, golf clubs and other sports equipment, etc. Please note, we are unable to insure your possessions, as we do not have an "insurable interest" in these. We are not liable for these possessions should something happen to them.

13. EVENT OUTSIDE OUR CONTROL

- a. We will not be liable or responsible for any failure to perform, or delay in performance of any of our obligations under a contract that is caused by an event outside our control. An **Event Outside Our Control** means any act or event beyond our reasonable control.
- b. If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:
 - i. we will contact you as soon as reasonably possible to notify you; and
 - ii. our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

We will endeavour to communicate with you throughout any Event Outside Our Control. We are not liable for any loss or expense incurred as a result of a delayed delivery caused by an Event Outside Our Control.

- 14. COMPLAINTS** - If you have a complaint about any of the services included in your booking, you must inform our representative without undue delay who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our Customer Services Department at Sports Tours International Limited/Race Force, 91 Walkden Road, Walkden, Manchester M28 7BQ giving your booking reference and all other relevant information. Please keep your letter concise and to the point.

15. OUR RIGHT TO VARY THESE TERMS

- a. We may revise these Terms from time to time in the following circumstances:
 - i. changes in how we accept payment from you;
 - ii. changes in relevant laws and regulatory requirements.
- b. Every time you order Services from us, the Terms in force at that time will apply to the Contract between you and us.
- c. Whenever we revise these Terms in accordance with this clause, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.
- d. You may only purchase Services from us if you are at least 18 years old.

16. This booking is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.