

# Edinburgh Bike Tours

## Terms & Conditions

### **BOOKING TERMS**

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All of our tours operate rain or shine [and we have rain ponchos available to rent for 1GBP]. Please arrive 5-10 minutes before the advertised start time for your tour. If you are late the tour may leave without you and there will be no right of refund, though we will try to re-schedule you into a later tour in exceptional circumstances. [Participants must be over 14yrs of age and over 5ft (1.5m) tall.]

### **PRIVACY POLICY**

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Your information will not be disclosed to any third party and will only be used for the purpose of this website. We reserve the right to contact you after your trip to receive feedback in an effort to improve every level of our service. If you do not wish to be contacted please email [info@edinburghbiketours.co.uk] and we will remove you from our mailing list. Photographs taken on our rides may at times be used for promotional purposes through our social media networks and our website.

### **CANCELLATION POLICY**

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Edinburgh Bike Tours offers 100% refunds if the reservation is cancelled or amended by the customer more than 72 hours (3 days) prior to the scheduled tour. Edinburgh Bike Tours does not offer refunds for any reason within 72 hours of the scheduled tour. Edinburgh Bike Tours reserves the right to cancel a tour or to vary the time of departure without notice in the light of circumstances beyond its control.

### **CHARGE POLICY**

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PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

1. This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and Edinburgh Bike Tours. If you do not receive an invoice or acknowledgment in the mail, via e-mail, or with your Product, information about your purchase may be obtained by contacting us at [info@edinburghbiketours.co.uk](mailto:info@edinburghbiketours.co.uk)

2. Terms of payment are within Edinburgh Bike Tours' sole discretion, and unless otherwise agreed to by Edinburgh Bike Tours, payment must be received prior to Edinburgh Bike Tours' acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by Edinburgh Bike Tours.

3. EDINBURGH BIKE TOURS LTD DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, EDINBURGH BIKE TOURS WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, EDINBURGH BIKE TOURS IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT.

4. EACH CUSTOMER IS RESPONSIBLE FOR MAINTAINING HIS/HER OWN SAFETY AT ALL TIMES. EDINBURGH BIKE TOURS WILL NOT BE LIABLE

FOR ANY INJURIES CAUSED TO A CUSTOMER UNLESS THIS IS AS A RESULT OF NEGLIGENCE ON ITS PART. BY AGREEING TO TAKE PART IN A TOUR, ALL CUSTOMERS AGREE TO FOLLOW THE SAFETY INSTRUCTIONS GIVEN BY THE GUIDE AND TO EXERCISE DUE CARE AND ATTENTION WHILST CYCLING.

5. THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, DELICT, OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY AND COMMON LAW CLAIMS) BETWEEN CUSTOMER AND EDINBURGH BIKE TOURS arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, EDINBURGH BIKE TOURS advertising, or any related purchase SHALL BE GOVERNED BY SCOTS LAW, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

6. All products, tours and services offered by Edinburgh Bike Tours are valid as per the dates displayed at [www.edinburghbiketours.co.uk](http://www.edinburghbiketours.co.uk) or any affiliated website. Edinburgh Bike Tours is not responsible or liable for any information that it does not directly provide.

7. If you request a date change within three (3) days or less of your confirmed tour date, Edinburgh Bike Tours will attempt to honour your request; however any changes made within 72 hours of your scheduled tour may attract an additional fee. There are no refunds offered within three (3) days of the scheduled tour for any reason.

8. Prices listed on [www.edinburghbiketours.co.uk](http://www.edinburghbiketours.co.uk) or affiliated websites are per person, unless otherwise specified. Prices are based on the local tariff at the time of quoting, converted at the prevailing foreign-exchange rate as determined by Edinburgh Bike Tours.

9. Edinburgh Bike Tours accepts payment via PayPal.

- There is no charge or service fee for processing credit-card payments.
- Full payment by credit or debit card is required to make a reservation.
- No refunds are available once a tour or service has commenced, or in respect of any package, accommodation, meals or any other services utilised.

## **LIABILITY**

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I understand that travelling with Edinburgh Bike Tours may involve risks and that I am undertaking a cycling trip with inherent dangers. I accept these risks and obligations and I fully assume the risks of travel. I release Edinburgh Bike Tours from any liabilities connected to these risks to the maximum extent permitted by law. I understand that cycling helmets are available and that, should I choose not to wear one, that is my choice. I agree that all persons in this booking have understood all Edinburgh Bike Tours' terms and conditions as stated.