



## **Terms and Conditions of Bookings**

These are designed to ensure safety, clarity, fairness to all parties and to ensure your experience from initial enquiry till your return home after your event is the very best we can provide.

### **1.Booking & Payments System**

Bookings are made with a 25% non-refundable deposit. We reserve the right to refuse a booking or to make changes to advertised prices until the point of confirmation of your event. If this occurs we will notify you and if you are not satisfied with this all monies paid will be returned. Full payment is due 8 weeks prior to commencement of your event. Bookings made within 8 weeks of any activity/accommodation will require full payment on booking. Payments can be made by cheque, postal order, bank transfer or paypal.

### **2.Cancellation / Changes by you**

Should you wish to change details of your booking after we have confirmed details, we will do our best to help accommodate you. Should you wish to cancel the event the following cancellation schedule will be used to ascertain any outstanding fees.

Cancellation Schedules  
More than 14 weeks prior to the start date – Loss of deposit only  
Between 10 & 14 weeks prior to the start date – 35% of the total cost + Deposit  
Between 8 & 10 weeks prior to the start dates – 60% of the total cost + Deposit  
Within 8 weeks of start date or during the event – Full payment is due

### **3.Cancellation / Changes by us**

a) Should we make changes or cancellation due to Mountain Bike Wales inability to provide resources or staff or when cancellation by others on your course makes continuation unviable or impractical, we will inform you as soon as possible with suggested alternatives. Should these not be satisfactory or suitable for you, we will refund all monies within 14 days.

b) We will always strive to provide you with the activity/venue/itinerary stated on your booking form/confirmation however the very nature of the outdoor environment means that the weather and other unforeseen circumstances can often determine that this is not possible. Any changes

we are forced to make due to these or similar circumstances will be based on ensuring your safety and providing you with a quality outdoor experience. We will inform you as soon as we have made an assessment that such a change is necessary so we can discuss /arrange suitably comparable alternative activities/venues /itineraries for your day/event/course. Refunds are not normally provided in such circumstances.

c) If, due to Force Majeure we are unable to fulfil our contract with you, you will not be due compensation. This relates to extremely unusual or unforeseeable circumstances beyond our control which generally affect us all. These can include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, extreme weather conditions which make normal operations impossible to continue or dangerous.

#### **4. Insurance**

Although we have full public liability insurance, we recommend that you arrange adequate personal insurance cover for activities, holidays and courses. You should note that many travel insurance policies exclude cover for certain sporting activities, so you should carefully check the terms of any proposed insurance policy to ensure that it meets your requirements.

#### **5. Liability**

In the absence of any negligence or other breach of duty by us or our employees, you will be responsible for any loss, theft, injury or damage to your own vehicles, their contents fittings or accessories. In the event of a breach of this contract by Mountain Bike Wales, we shall not be liable for any loss, damage cost or expense arising out of the breach which was not reasonably foreseeable at the date the contract is made, except in respect of death or personal injury resulting from any act or omission on the part of Mountain Bike Wales. Mountain Bike Wales will only be liable for loss or damage caused by the proven negligence or default of the company or its employees in performing their obligations under this agreement.

#### **6. Health and Safety**

It is your responsibility when booking to ensure that you and members of your group are fit enough to cope with the activity and the environment associated with your booking. Clients must inform us prior to the event of any medical condition/ illness / disability (including medication which may affect their performance) so we can discuss your needs and make appropriate arrangements.

All clients should inform their instructor immediately if they feel unwell during the activity. Clients must adhere to the instructions, guidance and decisions of our instructors as they have specialist knowledge & skills and are committed to keeping you safe. Alcohol or illicit drug use is not permitted prior or during activities. Clients must show respect to equipment / vehicles / buildings / other clients / neighbors/ staff / centre rules

Abuse or causing distress to others or loss/damage due to negligence will result in repair / full replacement costs. This may also lead to exclusion from activities / accommodation / courses without refund. As a sensible precaution, we recommend that: if you have not recently taken regular exercise outdoors, you have a disability, or have a previous injury or illness, which could affect your health, enjoyment or your ability to join in fully, that you consult your doctor before booking an event with us.

## **7.Booking Forms & Medical Declaration**

Medical Declaration and Consent Forms must be completed and returned before the commencement date for the chosen activity.

We value your privacy and therefore do not disclose information to third parties. We are committed to protecting your privacy. We will only use the information that we collect about you lawfully in accordance with Data Protection Law. We will collect any information given at the time of the booking process only to enable us to input and process your order. All digital information is secured safely in an encrypted digital locker. All paper based material including medical forms are destroyed following your tour.

## **8.Hire of equipment**

When hiring bikes you are making a personal judgement that you have the necessary skills and experience to use this equipment safely in the environment that you choose to use it. MBW is not liable for any personal injury or incident that may occur due to your choices whilst the hire equipment is with you. You are also liable for any damage, loss or theft of the equipment while it is hired in your keeping.

## **9.Service and feedback**

We want you to enjoy your experience in the outdoors to its fullest, if you are dissatisfied with any aspect of the service provided by Mountain Bike Wales please inform us as soon as possible and we will take appropriate action.

## **10.Photographs, Marketing & Social Media**

Photographs and videos may be taken by Mountain Bike Wales Staff during your activity for marketing purposes. A selection of these will be uploaded to our social media sites of you to review and may be used for other marketing purposes and publications. It is our policy to retain the anonymity of our clients, we therefore never identify any group or person by their name or location.