

## TERMS AND CONDITIONS

Please read these conditions carefully. They form part of the contract between you (the lead name) and Ticket2RideBC (us). A contract will exist when: we have received your completed booking form; your deposit; your proof of appropriate insurance, and we have issued confirmation of your booking.

### 1. Booking & Deposit Payments

Please make your booking by completing the online booking form & forwarding to us along with a 25% deposit of the total holiday cost.

### 2. Balance of Cost

The balance of your holiday cost is due 60 days before the start of the trip, we will send you an email reminder notice prior to this time.

If you are booking within 60 days of your departure date (the 1<sup>st</sup> day of your trip) the full amount is due when booking. If the balance is not received by the due date, we will consider the reservation cancelled. Our cancellation policy will apply and the space will be offered to those on the waiting list. All monies paid to us will be held in trust until your holiday is completed.

### 3. Booking Changes

If you wish to change your booking in any way you should contact us first by telephone, then in writing at the earliest possible opportunity. Wherever possible we will accept changes in booking, including the possibility of transferring a package to a suitable person of your choice with issue of a new confirmation of booking form: Ticket2RideBC reserve the right to charge a one off transfer fee of £30 for all transferred packages. If changes are not possible & cancellation takes place the associated cancellation charges will apply. If we are constrained before your departure to alter a significant part of your holiday, we will endeavor to notify you as soon as possible in order to discuss its impact to your schedule and revise our contract accordingly.

### 4. Cancellation Charges

Notice for cancellation of your holiday must be made to us in writing by the person identified as the lead/main name on the booking form. You will receive a refund less the deposit paid. The cancellation fee charged is a function of the time period prior to the trip commencement as follows:

| <b>Time to departure date</b> | <b>Cancellation charge</b> |
|-------------------------------|----------------------------|
| Over 60 days                  | deposit                    |
| Over 40 days                  | 40%                        |
| Over 20 days                  | 60%                        |
| Less than 20 days             | 80%                        |

If for reasons out of our control we have to cancel your holiday (for reasons other than default on your part) you will receive a full refund of all monies paid to us.

#### 5. Health & Accident Insurance

Participation in mountain biking carries an element of danger and all clients must be covered by an appropriate insurance policy. All clients must purchase health & accident insurance in order to participate in our trips. Ticket2RideBC assumes a reasonable 'duty of care' for all clients. Details of suitable travel insurance schemes are available upon request.

### 5. Force Majeure

A refund may be issued if we have to cancel or change your trip schedule in any way due to war, riot, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other unforeseen circumstances that may amount to force majeure.

### 6. Airport Transfers

We operate a transfer service from Vancouver International airport. The service is based around a limited number of flights arriving & departing on Saturdays. If you arrive on an incompatible flight or a different day you may incur a wait at the airport or an additional transfer charge – however we do aim to be as flexible as permissible. (Please call to discuss your details).

### 7. Single Person Supplements

Trip prices are calculated on a pp basis, based on a minimum of double occupancy per room, and a maximum of 4 sharing (unless otherwise specified in your booking agreement). Those registering singly will be assigned roommates of the same gender. If you would prefer a single occupancy, please contact us to discuss additional supplements.

## 8. Age Restrictions & Discounts

Bookings in respect of persons under 18 years of age must be countersigned by the parent or legal guardian. Group discounts are available to adult group bookings of above 8 persons.

## 9. Liability

Please note that Ticket2RideBC cannot accept responsibility for any loss or damage to your luggage or personal property, nor for any other loss, damage, inconvenience, delay, illness, fatal or other injury suffered by you as a result of making a reservation with Ticket2RideBC. Any information or advice provided by Ticket2RideBC regarding visas, permits, climate, clothing, baggage, special equipment etc is given in good faith we are unable to accept responsibility for any inaccuracies in such information.

## 10. Ticket2RideBC Vehicles

Both the airport transfer & excursion services are available to Ticket2RideBC clients. Clients travel in Ticket2RideBC vehicles at their own risk.

### 12. Health, Fitness & Riding Abilities

We at Ticket2RideBC assume that all clients have a good understanding of their own riding abilities. Bookings are accepted on the understanding that all persons traveling are in good health and physically capable of cycling to a required standard. The required standard may vary between individuals and alternating riding parties and will be assessed by Ticket2RideBC guides before or during commencement of your initial ride. Subsequent rides may require a further assessment of ability.

## 11. What Is Included?

Accommodation is provided as specified in clause 8. A 'free' transportation service is included to numerous riding excursion locations. All guiding services are included according to your package specification, as are the optional skills clinics. All local accommodation taxes are included as are all chalet utility costs & laundry charges. Note that it is your responsibility to arrange necessary visas and other travel documentation for your stay in Canada.

## 12. Behaviour

During your stay with Ticket2RideBC you will be solely responsible for your behaviour towards: members of Ticket2RideBC staff, Ticket2RideBC guests and other third parties. You will be liable for any damage or loss caused by you to any property belonging to us or a third party (including theft or damage to hired equipment, see clause 19). We cannot be held responsible for any loss, theft or damage for your personal belongings. If Ticket2RideBC staff deem your behaviour is causing or likely to cause danger, distress or annoyance to others we may terminate your holiday package with no liability on our part. Note that clients will not be able to participate in any organised Ticket2RideBC activity if under the influence of drugs or alcohol.

## 13. Personal Information

We hold the right to pass your personal contact details and numbers to any third party connected with the provision of your holiday. This information will not be used for any other purposes or be passed on to non essential third parties.

EQUIPMENT HIRE CONDITIONS

## 14. Booking Equipment

We are only able to guarantee provision of equipment for advanced bookings made as part of the main holiday package (clauses 1 to 4 apply), however all attempts will be made to provide equipment should a later booking be requested; a booking is not confirmed until receipt of payment has been issued.

## 15. Ownership of Equipment

Equipment (including accessories), is supplied on hire to you the renter. Equipment remains under the ownership of Ticket2RideBC or our supply company. The renter will not sell, hire, or otherwise part possession with their rental items.

## 16. Damage of Equipment

Equipment is rented in good faith. During the rental period any damage to equipment through improper use (ordinary wear and tear accepted) will be repaired by Ticket2RideBC, with Ticket2RideBC reserving the right to charge up to the full cost of repair (including reasonable labour charge) to the renter at our discretion. In the event of equipment failure not attributable to the renters misuse Ticket2RideBC will make every effort to repair or replace the equipment as soon as is reasonably possible.

## 17. Liability for Equipment Use

Notwithstanding claims for personal injury or death, the Owner shall not be held liable for any damage or loss whatsoever, through breakdown or other defects in the equipment or other circumstances beyond the owner's control. The renter shall be liable to the Owner in respect of all costs, claims, expenses and demands which he may suffer or incur and which arise directly or indirectly out of use of the equipment during the hire period. The Owner reserves the right to charge the Renter for partial or full settlement of any such claim.

## 18. Lost or Stolen Equipment

In the event of rented equipment being lost or stolen, the Owner reserves the right to hold the Renter liable for the replacement cost of the equipment. Should the equipment be recovered following the loss, the Renter shall only be liable for any repairs to the equipment, as covered in clause 18. The Owner will then undertake to refund the Renter any difference in cost within a 14 day period. The Renter must ensure that equipment is adequately secure when not in use and will alert the Owner to any loss as soon as is practically possible. The renter's passport will be held as security to any hire agreement and will be returned at the end of the hire period in exchange for full compliance of all Ticket2RideBC terms and conditions listed here.

## 19. Booking Conditions

These conditions may only be waived or amended by written mutual consent. Your signature on this form is an acceptance of these conditions; our acceptance of your booking confirms our obligation to providing your agreed holiday package. Both sides of this agreement are made subject to, and must be interpreted and enforced according to the non exclusive law and jurisdiction of England and Scotland.

## 20. Complaints Procedure

Any complaint should be communicated to us as soon as it arises. In the unfortunate circumstance of disputes that cannot be satisfied during the holiday duration, the complainant must make their case in writing within a week post the holiday completion. We will make every attempt to resolve all complaints swiftly and efficiently.

*Please note that prior to taking part in a T2R guided ride, you will be required to sign an Assumption of Risk, Indemnification, and Legal Release form that will be presented to you at your welcome meeting once in resort.*

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*I have read and understand the Terms and Conditions of booking this holiday with Ticket2RideBC Ltd.*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature Parent/Guardian:** \_\_\_\_\_

**Date:** \_\_\_\_\_

These terms and conditions have been set out in accordance with Statutory Instrument 1992 No. 3288, The Package Travel, Package Holiday and Package Tour Regulations 1992.