

# Ride-tribe Booking Conditions

## 1. Important notice

Please read these conditions very carefully and retain for future reference as they form the basis of your contract between us (ride-tribe) and you (the party leader) and all members of your party listed on the booking form on whose behalf the party leader is acting as agent. A contract will only exist when we have received from you a completed and signed booking form and your deposit and we have sent to you written confirmation of your booking together with an invoice for the balance due.

## 2. The cost of your holiday and what it includes

Prices quoted on the ride-tribe website are per person in Euros. The following services only are included:

- Guided mountain biking rides;
- Where required by you, airport transfers from/to Málaga or Granada airport (operated by third party supplier). **Note:** the price includes one two-way transfer per party, even if the members of your party are arriving and leaving by more than one flight;
- Accommodation for the duration of the holiday (supplied by a third party);
- Provision of bike workshop facilities;
- Provision of groceries for you to prepare breakfast and lunch. **Note:** this is not a catered service;
- Where appropriate, vehicular uplift from your accommodation to the ride start-point;
- Where appropriate, vehicular uplift from the ride end-point to your accommodation.

## 3. Booking your holiday

To make your booking you must complete fully our booking form, which you can download from our website. This must be filled out and signed by the party leader who will be responsible for all payments in respect of arrangements booked on behalf of all members of the party named on the booking form and confirming acceptance of these booking conditions on behalf of all members of the party.

A deposit of €150 per person is required to be provided to confirm the booking. Once we receive your deposit and a signed booking form, we will send written confirmation of the booking together with an invoice for the balance due. At this point a contract will exist between us and you and all other members of the party named on the booking form.

## **4. Payment**

The full balance of your holiday cost, as indicated in our booking confirmation and invoice, is due no later than 8 weeks before your start (arrival) date. If you are booking within 8 weeks of your start (arrival) date the full amount is due when booking. Failure to pay the full amount by the due date will be considered as a cancellation of the holiday on your part and we reserve the right to impose cancellation charges as detailed in condition 9 below.

## **5. Young persons**

Bookings can only be accepted for persons less than 18 years of age when accompanied by an adult who will be responsible for them. The parent or legal guardian must countersign the booking form in respect of persons less than 18 years of age as at the start (arrival) date of your holiday.

## **6. Changes to your holiday by us**

We reserve the right to make alterations to our website and/or holiday details before and after bookings have been confirmed. Should these be significant changes we will notify you as soon as reasonably possible and you may within 7 days of such notice elect, in writing, to cancel your holiday and to receive a full refund of the monies already paid to us.

## **7. Changes to your booking by you**

If you wish to make changes to your booking in any way after confirmation has been issued, you should advise us in writing at the earliest opportunity. Wherever possible we will endeavour to assist but cannot guarantee to accept any changes to your booking, which will be subject to the payment of any increased costs relevant to the change, and if requested less than 8 weeks prior to departure, an additional charge of €50 will be made together with any communications costs incurred. Any changes we do accept will only apply if we have issued to you a new confirmation of booking. If changes are not possible and you cancel your booking, cancellation charges as set out in condition 9 will apply. The accommodation booked is only available for use by those persons included on the booking form.

## **8. Cancellation by us**

In the event of any exceptional circumstances beyond our reasonable control, we may have to cancel your holiday, for which we must reserve the right to do so. Any such cancellation by us will result in a full refund of the monies already paid to us. We cannot be held liable for any other costs, expenses or losses that you, or any other member of your party, might incur as a result of us cancelling your holiday.

## **9. Cancellation by you**

Notice of cancellation of your holiday by you or any other member of your party must be made or confirmed in writing to us by the person identified as the party leader named on

the booking form. You will be subject to cancellation charges. If you do cancel, you must still pay any amendment charges that arose before the cancellation, and any deposits paid for any pre-booked items or services. Cancellation charges will be calculated from the date we receive written notice of cancellation. Charges for cancellation of your holiday are as follows:

- Over 8 weeks prior to holiday start (arrival) date – loss of deposit;
- 6 to 8 weeks prior to holiday start (arrival) date – 40% of holiday cost;
- 4 to 6 weeks prior to holiday start (arrival) date – 60% of holiday cost;
- Less than four weeks prior to holiday start (arrival) date – 100% of holiday cost.

## **10. Force majeure**

We regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented, delayed or affected by 'force majeure'. In these booking conditions, 'force majeure' means any event or circumstance which we, or our third-party suppliers, could not reasonably foresee or avoid. Such events or circumstances include war or threat of war, riots, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions and all events or circumstances outside our reasonable control.

## **11. Insurance**

Before coming on holiday with ride-tribe, all party members must be covered by suitable outdoor activity travel insurance. Please note that many standard travel insurance policies do not cover the insured for mountain biking. Insurance policies taken out by party members must specifically include cover for mountain biking and must cover all medical expenses that could be incurred, including assistance by emergency services as a result of an accident. It is an essential condition of booking your holiday that you take out adequate holiday insurance to our reasonable satisfaction. We will ask you to let us have evidence of the insurance at the time of booking. We reserve the right to cancel your booking, and consider it a cancellation on your part, if you fail to provide to us proof of adequate travel insurance at least 8 weeks prior to the holiday start (arrival) date. In such cases the cancellation charges set out in condition 9 shall apply. It is the responsibility of you and all members of your party to ensure the insurance cover purchased is suitable and adequate for your particular requirements. Ride-tribe cannot be responsible for your costs if you fail to do so.

## **12. Our liability**

Ride-tribe is responsible for any personal injury or death, damage or loss if proven to be caused by our direct negligence but not for any other personal injury or death, damage or loss that might occur. We are not liable for any personal injury or death, damage or loss caused directly or indirectly by our third-party suppliers.

### **13. Mountain biking**

Your holiday will include mountain bike rides led by a guide. As with all types of outdoor activities, mountain biking involves elements of risk and discomfort, and your booking represents full knowledge and acceptance of this by all members of the party named on the booking form. It is imperative that all party members ride within their capabilities at all times. If anyone is unsure of their capabilities, they must walk when they are not confident riding. No members of the party will be obliged to ride anything that they do not want to. Ride-tribe takes no responsibility for loss, damage, death or personal injury caused to or by any members of the party as a result of participation in mountain bike activities, except where ride-tribe is directly negligent as covered in condition 12.

All members of the party are responsible for keeping their bike in good working order and must notify us of any defects as soon as possible. Any member of the party bringing their own bike must ensure it is in good working order at all times during the holiday. We reserve the right to prevent any member of the party from using their bike on a guided ride if it is not in good working order.

All party members agree to abide by the authority of the guide at all times.

Ride-tribe insists that all participants have the following safety and protection equipment when they ride: an approved safety helmet, elbow, knee and shin pads. All party members must provide their own helmets. Ride-tribe can provide elbow, knee and shin pads, if required. Helmets must be worn at all times during rides. Elbow, knee and shin pads must be worn when requested by the guide.

Given the possibility of an accident, emergency or mechanical breakdown during a ride, certain items of equipment and spares must be carried on the ride. It is not practical for a single person to carry all this equipment alone. Therefore at the start of each ride, the guide may request of members of the party to carry one or more items of this group equipment. You, and the members of your party, are obliged to honour such a request. If a party member does not have suitable means of carrying such equipment (e.g. a rucksack) we can provide this to them.

At all times all party members should ride with due care and consideration to others in the group and other users of the trails being ridden.

All party members must commit to turning up to rendezvous points in good time. We reserve the right to carry on with any activity in the absence of anyone who does not turn up on time.

### **14. State of health**

By making the booking and by completing the booking form, you have confirmed that all members of the party named on the booking form are fit to participate fully in your chosen holiday and that you have informed us of any medical conditions affecting your participation in the activities. You must notify us of any specific medication and dietary requirements at time of booking. You must inform us immediately if circumstances change at any time after the time of the original booking.

## **15. Weather conditions**

We cannot be responsible for any loss, delay, cost, expense or detriment to the enjoyment of your holiday due to weather conditions. No refunds can be made if weather conditions are unfavourable.

## **16. Behaviour and damage**

Ride-tribe expects all our guests to conduct themselves in an orderly and acceptable manner and to have consideration for their fellow guests and all members of the public. We reserve the right to terminate the provision of the whole or any part of our services listed in condition 2 to any guest whose behaviour is deemed by ride-tribe to be detrimental to the health, safety or enjoyment of other guests or which threatens the condition of the accommodation or workshop facilities provided. You will be liable for any damage or loss caused by you or any member of your party to any property belonging to us or a third party supplier (including theft or damage to hired equipment). Full payment for any such damage or loss must be made at the time to us or the third party concerned. If you fail to do so, you must indemnify us against any claims (including legal costs) subsequently made against us as a result of your actions or the actions of any member of your party. We cannot be held responsible for any loss, damage or theft of your or any member of your party's personal belongings.

## **17. Travel**

Ride-tribe does not provide transport to your holiday accommodation except for airport transfers to/from Málaga or Granada airports. We cannot accept responsibility for delays, cancellations or other problems with your party's own travel arrangements. Such travel arrangements are made independent of ride-tribe.

## **18. Passports and visas**

It is the responsibility of all party members, arriving from outside of Spain, to ensure that they are in possession of a valid passport and all other travel documentation, such as visas, required for entry into Spain.

## **19. Complaints**

Ride-tribe has a procedure in place to try and resolve any complaints or problems as soon as possible. Any complaints should be made clear to ride-tribe staff as soon as they arise. You must allow us at least 24 hours to investigate the matter and to take action in light of your complaint. If at the end of your holiday you feel that your complaint has not been properly dealt with, you must notify us in writing within 30 days of your scheduled date of return.

## **20. Communications**

All communications and notices shall be made or confirmed in writing. All communications to us (ride-tribe) shall be sent by e-mail to [info@ride-tribe.com](mailto:info@ride-tribe.com) or by letter to the following address:

Ride-tribe  
Casa Los Alegas  
C/Buenavista s/n  
Bubi3n 18412  
Granada  
Spain

All communications and notices to you (the party leader) shall be sent by letter or e-mail to the relevant addresses given on the completed booking form.

## **21. Governing Law**

These booking conditions shall be governed by English Law and subject to the non-exclusive jurisdiction of the English Courts.