



## Mountain High Cycling Ltd Terms and Conditions

The following terms and conditions are related to the excursions, trips & holidays provided by Mountain High Cycling Ltd which are sold subject to these terms and conditions. All our respective rights and obligations are set out, so please read these carefully before making your booking with us.

### 1. Booking with Mountain High Cycling Ltd

- Each person making a booking must be over the age of 18 years old.
- Before booking your holiday with us, please make sure you have read the trip description, what's included and any trip-specific conditions.
- Each person making a booking should complete a booking form that we will provide to you. In the event that a group organiser elects to complete a single booking form on behalf of a party of riders, then the group organiser's acceptance of these terms & conditions will be treated as an acceptance of the terms & conditions by each rider in the group. The completed booking form, whether e-mailed to us, posted to us or otherwise delivered will be treated as an offer from you to purchase the excursion, trip or holiday according to these terms and conditions.
- Upon receipt of this booking form, a confirmatory email will be sent to you detailing any special arrangements that we have agreed. Please check that all of the details are correct. It is your responsibility to check both the confirmation email and invoice. If there are any errors, please email us at [MountainHighCycling@gmail.com](mailto:MountainHighCycling@gmail.com) for these to be corrected. You should notify us of any errors within 7 days of receiving your booking confirmation. The handling of errors notified after that 7 day period has elapsed may incur an additional administration fee. In some instances, we may not be able to correct errors notified to us more than 7 days after the booking has been confirmed.
- Once the confirmatory email has been sent, a binding contract between the Customer and Mountain High Cycling Ltd shall come into existence.

Please note we strongly advise that you take out appropriate insurance cover at the time that you make your booking (see Section 7). Delaying the arrangement of insurance e.g. until shortly before you travel may mean you are not protected against key risks arising between the date of booking and the date of travel.

### 2. Making payment

In line with our statutory obligations, all customer booking-deposit and final-balance payments paid to Mountain High Cycling Ltd will be held securely and separately to the Company's main bank account balances until after the trip or holiday has been delivered by Mountain High Cycling Ltd to the customer.

In conjunction with the confirmatory e-mail that we send to you, we will send you an invoice detailing the payments required to secure your place(s) on the holiday. Initially we will require a non-refundable booking deposit. Unless otherwise agreed with us in advance, then:

- for trips priced at £500 or less, the booking deposit will be £250 per person – or the agreed price of the holiday if less than £250 - unless the booking is made less than 3 months before departure, in which case payment in full will be required at the time of booking.
- for trips priced at over £500, the booking deposit will be 50% of the trip price per person, unless the booking is made less than 3 months before departure, in which case payment in full will be required at the time of booking.

Our invoice will provide details of the methods of payment which we can accept. We will provide prompt acknowledgement of safe receipt of all customer payments.

The remaining balance of the trip price must be paid no later than 3 months prior to departure. The invoice sent with the confirmatory mail will detail when that 3 month before departure date falls. No further reminders will be sent. If the balance is not paid by the due date, we reserve the right to treat your booking as being cancelled by you. In such cases, cancellation charges as set out in accordance with our cancellation policy (see Section 4) will be payable. In the event that any cheque sent in payment is dishonoured by the drawing bank, we will charge an administration fee of £50 to cover our costs.

### 3. Prices & changes in prices after booking

Prices quoted in any brochure, on our website, in any other Mountain High Cycling Ltd literature or notified to you by e-mail, may change at any time up to the point that you pay your final balance (due 3 months prior to departure).

Changes in transportation costs (including the cost of fuel, duties & taxes) or exchange rate fluctuations mean that the price of your holiday may change after you have booked. However we will apply no change within 3 months of your departure.

Prices on our website are calculated as at September 2016 based on an assumed exchange rate of 1 GBP = 1.2 Euros. We will not change the GBP price of any holiday if the GBP/Euro exchange rate remains within the range of 1 GBP = 1.12 Euros to 1.28 Euros. The exchange rate is defined as the mid-market rate displayed on the website [www.xe.com](http://www.xe.com) at 18.00 on the day before your final balance payment falls due.

However, in the event that the exchange rate at the time your final balance payment falls due has moved outside of the range 1 GBP = 1.12€ to 1.28€ then the GBP price of any holiday will vary in line with the table shown below:

<b>GBP/Euro exchange rate 3 months prior to departure</b>	<b>% change in originally quoted GBP price of your holiday</b>
1 GBP = 1.00 to 1.03 Euros	Price increases by 12.5%
1 GBP = 1.03 to 1.06 Euros	Price increases by 9.9%
1 GBP = 1.06 to 1.09 Euros	Price increases by 7.5%
1 GBP = 1.09 to 1.12 Euros	Price increases by 5%
1 GBP = 1.28 to 1.31 Euros	Price decreases by 5%
1 GBP = more than 1.31 Euros	Price decreases by 8%

If exchange rate changes mean that you have to pay an increase of more than 10% of the original price of your holiday, you will have the option of accepting a change to another holiday if we are able to offer one (if this is a lower priced holiday you will be refunded the difference in price), or cancelling your holiday and receiving a full refund of all monies paid.

If you cancel your participation in a holiday where exchange rate movements mean that we have to increase the original price of your holiday by less than 10%, then you will receive no refund of your booking deposit or other monies paid.

Should the price of your holiday go down due to the changes mentioned above, then any refund due will be paid to you as a reduction in the final balance payable (or as an electronic bank transfer if you pre-paid the original higher price in full prior to 3 months before departure). However, please note that services/features which make up your holiday are not always purchased in local currency and some apparent changes in e.g. fuel prices or exchange rates have no impact on the price of your travel due to contractual and other protection in place.

#### 4. Cancellations

a) If you cancel your trip with us

If you wish to cancel your holiday with us, this must be done in writing (including by email to admin@mountainhigh.cc). Cancellation charges will then be payable as set out below to cover costs already incurred by us and the risk that we may be unable to re-sell your cancelled place on the trip. You will be liable for the following cancellation charges, which are calculated from the date that written notice of the cancellation is received by us:

- 3 months or more prior to commencement of the trip - your booking deposit will be held by Mountain High Cycling Ltd
- 2-3 months prior to commencement of the trip – 80% of the total price paid or payable, will be held by Mountain High Cycling Ltd
- Less than 2 months prior to commencement of the trip, or after the trip has started – 100% of the total price paid or payable will be held by Mountain High Cycling Ltd.

If, when you notify us of your cancellation you have already identified a substitute participant, we may be able to transfer your place to that substitute participant, but we reserve the right to choose not to at our own discretion (if for example the inclusion of your substitute participant might necessitate that male & female riders occupy shared-room accommodation).

b) If we have to cancel or curtail your trip

Cancelling - On rare occasions, it may be necessary for us to cancel a confirmed holiday. We reserve the right to do so.

However, we will endeavour not to cancel within 3 months of departure unless:

- (1) you have failed to make payment in full and on time
- or
- (2) we are forced to do so as a result of circumstances beyond our control, the consequences of which we could not have avoided even with all due care

Where an insufficient number of people book your chosen holiday – the minimum number of riders required for us to run a trip is provided (if any minimum applies), as part of the trip or package description at the time of booking and enquiring - and we notify you that we are cancelling for this reason we will do so not less than 3 months before departure.

Where your holiday is cancelled by us other than due to your default in payment, we will offer you the choice of:

- purchasing an alternative holiday of a comparable standard if available. If the holiday is less expensive than the original holiday chosen, we will refund you the difference, if the replacement holiday is more expensive, you will have to pay the difference
- receiving a full and prompt refund of all monies you have paid to us.

Curtailing - Very rarely, we may be forced to curtail your holiday after the date of departure where circumstances amounting to "force majeure" as described in **Clause 5** below occur. In this very unusual situation, we regret we cannot make any refunds (except where refunds are obtained from any supplier), meet any costs or expenses you may incur as a result or pay any compensation.

We cannot be responsible for any costs or expenses you may have or incur as a result of cancellation or curtailment.

## **5. Force majeure**

We regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by "force majeure." In these booking conditions, "force majeure" means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riots, civil or political strife, terrorist activity, industrial dispute, natural or nuclear disaster, dangerously adverse weather conditions, fire and all similar events outside our control.

## **6. Changes**

a) If you wish to make changes to your trip

We will do all we can to help accommodate change requests, but where these might create additional cost, logistical complexity or inconvenience to other guests we cannot guarantee we will be able to deliver all such requests.

Please notify us of any change requests as early as possible. Early amendments are more likely to be accommodated than those received shortly before a trip commences.

Any changes you wish to make to your holiday that are notified to us after you have paid your booking deposit may be subject to administration charges.

b) If we need to change elements of your trip

Wherever possible we will deliver your trip exactly in accordance with the trip description published on our website or in our literature. In the event that changes are unavoidable then we reserve the right to make such changes, at our absolute discretion. If we need to make a major change to your holiday, such as change of arrival or departure times by more than 12 hours, you will be notified as soon as is practical to do so. Once notified you will have the option to:

- accept the change(s)
- purchase an alternative holiday of comparable standard if available (if the price of the replacement trip is more expensive than the one you originally booked you will be liable to pay the difference; if the replacement trip price is less than the price of the trip you originally booked we will refund you the difference)
- cancel your holiday and we will refund the full amount of monies paid by you to Mountain High Cycling Ltd in relation to the original booking

If we need to make a minor change to your trip, such as the re-routing of a ride due to bad weather or roadworks, or the alteration of an airport rendezvous time by less than one hour, then we reserve the right to make such changes without your prior agreement. We will notify you of such changes as soon as possible, but they do not constitute a breach of contract nor do they entitle you to the option of an alternative trip, nor any refund of monies paid, nor any compensation.

## 7. Insurance

Any holiday carries some forms of risk (for example lost baggage, medical expenses & repatriation costs if you fall ill, costs incurred as a result of delays) and a cycling trip carries additional, specific risks related to the physical activity of cycling. It is your responsibility to ensure you have adequate insurance to cover you for your trip. It is a condition of your contract with us that you are adequately insured for taking part in the activities of the trip including and without limitation, medical expenses, personal accident, personal liability, emergency rescue, repatriation if you become too ill to travel, legal expenses, cancellation or curtailment of your holiday, travel delay and loss or theft of baggage, equipment & personal effects.

We will ask you to provide a copy of your insurance policy before you can commence any of the activities on your holiday. We reserve the right to cancel your holiday without compensation or refund if you are not able to provide these details or we reasonably judge that the insurance policy is inadequate. If you are not sure of the risks for which you should seek cover, then please consult an insurance broker or insurance company. You agree to indemnify us from any claim arising from your failure to comply with this condition.

## 8. Surcharges

Once we have received your booking form & booking deposit and sent you a confirmatory e-mail, then the price of your holiday is fixed (subject to the exchange rate exceptions described in Section 3, above). The trip information page on our website details what is included within the trip price. If you have arranged a bespoke holiday/trip (i.e. one not specifically described on our website) then we will provide you with a separate trip itinerary/description document, together with details of what is included within the trip price. No surcharges will be added. You may incur extra costs if you choose to partake in activities or avail yourself of services which are not included in the trip description.

## 9. Flights

We do not provide flights, rail travel tickets or car hire with any of our trips or holidays. It is your responsibility to book your own travel arrangements for getting to the start of the trip and to ensure that the dates and timings fit with the start date and rendezvous time with Mountain High Cycling Ltd representatives. We cannot be held liable for any impact upon your trip or costs arising as a result of delays or timing errors occurring during your travel to the start of the trip.

## 10. Medical requirements

It is your responsibility to ensure that you are sufficiently fit and healthy to take part in a cycling excursion. We reserve the right, at our discretion, to ask you to produce a medical certificate of fitness. If you have any pre-existing medical condition that may affect your ability to participate in cycling, you must advise us before the commencement of the trip. By submitting the booking form you undertake and confirm to us that your state of health is fit to participate in the cycling trip that you have booked.

We welcome people with restricted mobility, medical or particular care requirements or a disability and aim to ensure that our services are as accessible as possible to everyone. However in order to ensure this, we ask that you inform us at the time of booking, of details of needs, requirements and conditions so that we can discuss these and make any potential reasonable adjustments.

## 11. Participating in group cycling trips

On all of our trips, it is important that you follow any instructions which might be provided by the Trip Leader(s). Your contract with us includes an agreement to this.

There is a need for flexibility on any cycling excursion/trip. Day-to-day itineraries we may publish in advance are provided only as a guide and we reserve the right to make changes to these as may be judged appropriate by the Trip Leader(s) in light of prevailing conditions. Those may include (but not exclusively):

- re-routing as a result of adverse weather, road or traffic conditions
- re-routing if the group's (or individuals') ability level is judged insufficient to safely follow a pre-published course
- amending the timings of lunch-breaks or other intermediate stops
- curtailing a rider's participation in an individual ride or the remainder of the trip in the event of health concerns, excessive fatigue or dehydration

We can provide generic advice on suitable cycle clothing, cycle equipment, riding technique and other pre-trip preparations. Where provided, any advice is offered in good faith and as such we are not liable if the information proves inappropriate for an individual rider.

Cycling participants in each trip group can vary in terms of age, nationality and gender. We accept bookings from solo riders, couples and larger groups and reserve the right to combine those into one overall trip group as we see fit.

## 12. Passports and Visas

British citizens: Current and official information about passport and visa requirements for British citizens travelling abroad can be found on the Foreign and Commonwealth Office website - [www.fco.gov.uk](http://www.fco.gov.uk) – within the 'Travelling and living abroad' section.

Other nationalities: If you are a citizen of any other jurisdiction, please consult your country's government foreign office website to obtain your relevant passport and visa advice relevant to your trip.

You are responsible for making sure that you have the correct passport, visa or other documents necessary to visit the country in which your trip is taking place and we cannot accept any liability if you are refused entry into any country due to a failure on your part to do this.

## 13. Our liability to you, including limits to that liability

### Responsibility and liability

Mountain High Cycling Ltd accepts our responsibility to be liable to you for the proper delivery and performance of the contracted trip or holiday, in line with our obligations as set down in Section 15 of the Package Travel, Package Holidays and Package Tour Regulations 1992.

As outlined in these Regulations, we shall not be held liable for any failure to deliver, improper performance or damages if such failure is:

- a) attributable to you, or due to the acts and/or omissions of the person(s) affected or any member(s) of their party
- b) unforeseeable or unavoidable and attributable to a third party not connected with the provision of your holiday; or
- c) as a result of information given to us by you with regards to your booking being inaccurate; or
- d) as a result of an event that was unforeseeable or beyond our control even after exercising all due care; or
- e) damage or loss of any nature due to a defect in or failure (whether partial or complete) of any travel services not provided by us; or
- f) due to injury or illness occurring as a result of cycling and in particular injuries occurring as a result of inadequately maintained personal equipment or the failure to wear correct safety equipment, in particular cycle safety helmets.

Please note it is a requirement of your contract with us that you accept to wear a cycle helmet at all times whilst cycling during any rides forming a part of the trip.

### Limits to the liability of Mountain High Cycling Ltd

We cannot accept any liability for any losses related to any business of yours, such as lost data, lost profits, loss of business, loss of contracts, loss of goodwill or other business loss that you may incur.

In all cases except where personal injury, illness, death, loss of luggage or personal possessions (including money) results or a lower limitation applies, our maximum liability to you is limited to the price paid by you or on your behalf shown on our invoice (excluding amendment fees).

In the case of lost luggage or personal possessions our liability is limited to £35 per person. Our contract with you stipulates that you must have adequate personal insurance in place to cover such losses and that you have arranged this insurance at the time of booking.

Where any claim or part of a claim concerns or is based on any travel arrangements made by us or any stay in a hotel arranged by us, the maximum we will have to pay you in respect of that claim or part of the claim if we are found liable to you on any basis is the maximum which would be payable by the travel-carrier or the hotel keeper concerned under the applicable international convention in that situation. You must give credit for all payments due or received from any travel-carrier or hotelkeeper which in any way relate to the claim in question. Where any payment is made to you or any member of your party that person must assign to ourselves or our insurers any rights they may have to pursue any third party. You must also provide ourselves and our insurers with all assistance required.

## 14. Suppliers' liability

Please note that all services are provided subject to the conditions of the relevant supplier. In some instances these conditions may limit or exclude the supplier's liability to you in accordance with the appropriate international conventions.

### **15. Your conduct / behaviour during the trip**

Your behaviour should not be excessive, noisy or disruptive especially at night and should be appropriate to the culture of the host country you are in. Illegal, offensive or aggressive behaviour (including to our staff) will not be tolerated. We reserve the right to ask you or any member of your party to leave the trip immediately if you or your party's conduct is considered illegal, offensive, aggressive, likely to cause harm or to impair the enjoyment, comfort or safety of other guests, staff or the general public. No refunds or compensation will be provided under these circumstances, nor will we accept responsibility for meeting any costs or expenses incurred by the party/parties leaving the trip. We reserve the right to decline any future bookings from yourself or members of your party.

### **16. Complaints**

If you are dissatisfied with any element of your trip, in the first instance please report your concern to the trip leader who should normally take immediate and appropriate action. If however at the end of your holiday you feel that your complaint has not been dealt with properly or there was not a satisfactory outcome/response, please notify us in writing within 14 days of the end of your holiday. In all cases we aim to try to agree a satisfactory resolution with you.

### **17. Governing Law and Jurisdiction**

Your contract with us is made in England and shall be governed by English Law. You submit to the exclusive rights of the jurisdiction of the courts in England.