



eguide Scotland

Terms and Conditions of Service

1. Agreement

This written Agreement (together with the Booking Form) constitutes the entire agreement between the parties.

2. Bookings & Payment

eguides availability to participate in a guided e-bike ride ("Ride") is on a request and confirm basis at the time of enquiry.

To make a booking the participants ("You/ Your") must be 16 years or over. Those under 16 years of age should be accompanied on the Ride by a pre-booked parent or guardian. Under 14's are not allowed to participate on an e-bike.

Your booking shall be confirmed via email once You have paid a deposit of 50% of the total amount to eguide and eguide have confirmed that such deposit has been received. e-bikes and guides are not reserved until the booking has been completed.

The remaining balance shall be due on or before the day of the agreed Ride date.

For late bookings (less than one (1) week prior to the agreed Ride date) full payment shall be required at the time of booking. Prices include VAT.

eguide reserves the right to cancel the booking if payment is not received as stated above.

For e-bike hires, You agree to pay a refundable security deposit of £250 per e-bike on or before the day of the Ride. This payment may be taken by cash, cheque or credit/ debit card and will be refunded to You when the e-bike (and any accessories) is returned in the same condition as at the start of the Ride (ordinary wear and tear excepted). You will remain responsible for any damage; and repair costs will be deducted from the security deposit. In the unlikely event that repair costs exceed the security deposit then You will be liable to pay the difference.

In the event that You are booking on behalf of a group of two or more people You will automatically be allocated the status of 'party leader' and will be the primary contact and responsible person for all other participants and all information and matters concerning this Agreement.

You must advise eguide as soon as possible of any mistake in Your booking.

A kit list will be sent to You upon receipt of Your deposit. Meeting instructions will be sent to you one week prior to the Ride.

For Rides which include the hire of an e-bike, proof of Your identity shall be required prior to commencement of the Ride i.e. driving licence, passport or official photo I.D.

3. Cancellation Charges

- More than 6 weeks prior to Ride: Booking deposit
- 6 weeks - 2 weeks: 75% of total cost
- 2 weeks - No show: 100% of cost

If You are unable to Ride due to illness or other serious reason, then the Ride may be transferred to another date agreeable by eguide.

4. Itinerary Changes

You understand and accept that routes, timings, schedules, amenity-stops, etc are all subject to alteration or change without prior warning due to weather constraints, local circumstances or

other events out with eguides control. In the event that any of the foregoing require a change of date, eguide will endeavour to notify You at least 48 hours in advance and will offer You the opportunity to re-book or accept a full refund.

Eguide will use its reasonable endeavours to ensure that the Ride commences at the allotted time and it shall be Your responsibility to ensure that You arrive in sufficient time to participate in the safety briefing, bike fitting, etc. Late arrivals may not be permitted to Ride and no refunds or compensation will be payable to You in such circumstances.

5. Vehicle Transfers

From time to time the Ride may require vehicle transfer to the start of the planned route. eguide can transfer up to a maximum of five (5) passengers. All passengers are required to wear seat belts at all times when vehicles are in motion. It is the responsibility of parents or guardians of any passenger under the age of 16 to ensure that their seat belts are fastened properly and for the whole duration of any journey.

6. eguides Rights

The decision of eguide is final on all matters likely to affect the safety or well-being of You or any other person participating in the Ride. In the event that you fail to comply with a decision made by eguide, or interfere with the well-being of any other person participating in the Ride; eguide shall reserve the right to terminate Your Ride immediately, with no right of refund. Subject to the foregoing, and where safe and appropriate to do so, eguide shall have no further liability to You, and You shall be responsible for Your welfare and for any costs incurred by You in returning You to the starting point of the Ride.

7. eguides Liability

eguide shall accept liability for direct physical injury caused to You expressly as a result of eguides negligence and only to the extent that it is obliged under Scottish law.

eguides responsibility will not begin until the commencement of the Ride and at the place stipulated in the Booking Form and shall cease on completion of the Ride.

eguide shall not be liable for any injury, death, loss or damage sustained by You or caused by You to a third party as a result of your participation in the Ride.

eguide cannot accept any responsibility for losses incurred as a result of delay or cancellation of the Ride due to circumstances out with its control (sometimes referred to as "force majeure").

8. Waiver

You hereby acknowledge and confirm that You voluntarily booked onto the Ride. You agree that You participate in the Ride, conscious that pursuits such as cycling and mountain-biking can be dangerous, and with the knowledge that numerous risks, and conditions may exist which are outside the control of eguide.

You agree that you will, at all times, participate in the Ride within Your own ability and that You will always wear approved safety equipment (certified, in date, helmet to be worn as a minimum) . You confirm that Your bike and personal equipment are in safe working order.

You confirm that You are fit to participate in the Ride and that You have informed eguide of any medical conditions which may affect Your participation in the Ride. You hereby commit to notifying





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eguide of any specific medication condition which may materially impact your ability to participate in the ride at time of booking.

You confirm that Your fitness is sufficient to participate in the Ride and that You will truthfully inform eguide of Your technical capabilities prior to commencement of the Ride. In the event that You are unable to fully participate in the scheduled route as a result of eguide relying on information provided by You to plan the Ride; then eguide shall have the right to re-route or cancel the Ride with no liability to You.

You are encouraged to take out the appropriate sports and/ or travel insurance

You acknowledge and confirm that in cases of emergency, eguide have Your consent to arrange any necessary medical or surgical treatments and to sign any required form of consent-form on your behalf.

You hereby indemnify eguide from any claim, demand, liability, debt or whatsoever in connection with this Agreement or the Ride and release and hold harmless eguide from all liability to the maximum extent permitted by law.

You agree that You will be responsible for Your own welfare and that You will assume full risk and liability for You, Your family, any other minors traveling with You, any third parties together with any successors, assigns or legal representatives of the foregoing.

9. Your Property

Although eguide will make every effort to ensure the safe carriage of Your property, all property and equipment belonging to You will remain Your responsibility and shall be carried at Your own risk.

No responsibility for any loss or damage can be accepted by eguide.

eguide shall take all reasonable care when transporting bikes; however eguide shall have no financial liability for any damage caused by a third party during the Ride, or caused by You as a result of Your participation in the ride.

All of Your equipment should be clearly labelled.

10. Miscellaneous

This Agreement shall be governed by Scottish law. Any disputes which arise and cannot be settled between the parties shall be settled in accordance with Scottish Courts.

The personal information that You provide to eguide will be used to fulfil the Agreement only. eguide will not pass on any information to any 3rd party.

You hereby consent to eguide using any photographic or video images taken during the Ride which includes You for any future marketing or promotional reasons.

By signing this Agreement You agree that you have read and accepted the above Terms and Conditions and agree that they, together with the Booking Form, form a legally binding Agreement between Yourself and eguide.

Name of Participant:

Signature:

