



ENJOY THE RIDE

Terms and Conditions – Tours and Cycling Holidays

1. Identification of the parties

The parties of these terms and conditions are Bikesul Unipessoal Lda, as the first party, a company incorporated and registered in Portugal with legal person number PT509 730 512 whose registered offices are at Rua Cândido dos Reis, nº62 São Bartolomeu de Messines and Poço das Canas, EN 125 Km 68 8200-564 Guia, represented of any of its duly identified staff members (“us, we, our”) and you, as second party, purchaser of a product or /and hirer of our Equipment, and here and after referred as “the client”.

Bikesul is registered at the Portugal National Tourism Organization, the National Board for Tourism activities:

RNAAT – 361/2015

RNAVt – 8803

The Contract is between the Company and you (“Bikesul” and “you /client” in these conditions), being any person travelling or intending to travel on a trip operated by us including any person who is added or substituted after booking. We both agree that Portuguese law (and no other) will apply to your contract and to any dispute, claim or other matter of any description /and whether or not involving any personal injury) which arises between us must be dealt with by the Courts of Portugal only. No employee of the Company other than the Director has the authority to vary or omit any of these Terms. No promise of a discount or refund will be binding on us unless confirmed by us in writing.

www.bikesul.pt

2. Booking and Paying Conditions

2.1. To Secure booking, we must receive a payment of the minimum deposit of 50% of the total trip price, per person, (or full payment if booking within 40 days of the start of your trip or at an earlier stage for some trip.) A higher deposit will be payable if any supplier(s) requires additional payment at the time of booking /prior to balance due date. The applicable deposit will be confirmed at the time of booking. All Clients (including anyone who is added or substituted at a later date), whether booking in person, by telephone, via our website, by e-mail or facsimile or by any other means, will be deemed to have agreed to the following four conditions:

2.1.1. They have read and accepted our Booking Conditions and general information pages contained in our brochure and /or on our website.

2.1.2. The Client appreciate and accept the risks involved in adventure travel

2.1.3. The Client do not suffer from any pre-existing medical condition or disability which may prevent him from actively participating in the trip. If any person suffers from any medical condition or disability which will or may affect their trip arrangements, please contact us before making your booking to discuss your requirements.

2.1.4. The person making the booking confirms that he /she is at least 18 years old and has full authority to enter into a contract on the basis of these conditions on behalf of all persons named on the booking and confirms that all such persons are fully aware of and accepts these conditions.

2.1.5. With the exception of self-guided trips (see below), a booking is accepted and becomes definite only from the date when we issue a confirmation invoice to you or your authorized travel agent. It is at this point that a contract between us comes into existence. If you book online, any acknowledgment of your booking request we send to you in the meantime is not a confirmation of your booking. Before your booking is confirmed and a contract comes into force, we reserve the right to increase or decrease holiday prices.

2.1.6. Certain documents may need to be sent by post. References in these conditions to “send” and “in writing” or similar include communication by e-mail. You should contact us by e-mail if you need to do so for any of the reasons mentioned in these booking conditions (for example, to request an amendment).

2.1.7. Self-guided trips: We may not be in a position to confirm the costs for all services forming part of your self-guided holiday at the time of booking until your services are confirmed. Where any costs cannot be confirmed, we will provide you with an estimated price for your holiday which will be based on anticipated rates and costs. If you wish to

www.bikesul.pt

proceed with the booking and we are in a position to do so, we collect the necessary deposit on the basis that the price you have agreed to pay will be the one applicable to your holiday after confirmation of all costs. Once we have confirmation of all applicable costs, we will issue a confirmation which will show the confirmed price. This price may be higher or lower than the estimated price. It is at this point that our price guarantee will take effect. Any such difference will not be a surcharge and, if an increase, will be payable in full. If, however, any increase between the estimated price and the confirmed price shown on your revised invoice is greater than 8% of the estimated price, you may cancel your holiday and receive a full refund of all monies you have paid us notifying us in writing within 7 days. No compensation will be payable after this period.

2.2. Individual Programs

2.2.1. For Any Tour Lasting more than 1 (one) day a deposit of 50% of the total value must be made at the time of the booking.

2.2.2. Remaining payment is due 45 days prior to departure.

2.2.3. For any tour lasting under 1 (one) full day a deposit of 100% of the total value is required at the time of the tour booking.

2.2.4. Payments can be made through our booking platform and payment gateway in our website or by bank transfer.

2.3. Business Events

2.3.1. A deposit of 50% must be made at the time of the booking. The remaining 50% plus any agreed corrections must be paid one week prior to the event.

2.3.2. Included and Not Included Items:

2.3.2.1. The Tour price is per person and includes those items mentioned in the "INCLUDED" section of our website or, in case of a custom proposal, in the included section of the proposal sent to you by e-mail.

2.3.2.2. Any item not mentioned on the included section is not included. We sometimes mention some "NOT INCLUDED" items or services we consider important to call your attention to.

2.4. Payment methods

2.4.1. Payments accepted directly in our official webpage bikesul.pt through the payment gateway.

www.bikesul.pt

2.4.2. Payments can be made directly in a Bikesul store in cash or by credit card or debit card.

2.4.3. Payments by bank transfer must be made to our bank account which details are informed in the invoice.

2.4.4. We do not accept checks.

3.Booking Changes

3.1. A confirmed booking can be changed or transferred free of charge to a different trip date, up to 45 days prior to departure. Thereafter all changes will be treated as cancellations and subject to the cancellation charges below.

3.2. A confirmed booking for any tour lasting under 1 (one) full day can be changed or transferred up to 24h before the tour start.

3.3. Changes are subject to availability.

3.4. Upon a booking change request the Client can request a credit voucher for the amount paid in respect of any cancelled booking, less any non-refundable charges incurred by us or imposed by our suppliers. This must be redeemed within 12 months of issue against a new booking directly and only in Bikesul website. No further credit vouchers can be requested against the new booking. No cash refund will be provided if the cost of the new booking is less than the value of the credit voucher. In this case the Client can use the remaining balance for Bikesul equipment renting.

3.5. If you are unable to travel, in circumstances which we consider reasonable, the booking or your place on the booking may be transferred to another suitable person (introduced by the client) up to 15 days prior to departure. Any costs or charges incurred by us or incurred or imposed by any supplier(s) in making the transfer must be paid before the transfer can be made. Any overdue balance payment must also be paid.

4. Cancellations and Refunds

4.1. By Bikesul's Initiative:

Bikesul has the right to cancel a program according to the following circumstances:

4.1.1. Force Majeure: Refunds and compensation payments are not liable in circumstances beyond our control or our supplier's control. This includes but is not limited to changes due to war, threat of war, acts of terrorism, civil strikes, natural disaster, fire, adverse weather or similar circumstances. If possible we will supply an alternative program.

www.bikesul.pt

4.1.2. Extreme weather conditions that may compromise the security of the program. In this case we will offer an alternative program as close as possible to the original one.

4.1.3. Programs for individual guests with set date and minimum number of participants to given price: if the minimum number of participants is not achieved then you may choose one of the following options:

4.1.3.1. Price for an inferior group, to be accepted or not by the client; Alternative program;

4.1.3.2. Money refund.

4.1.4. Bikesul has the right to change the program or the routes whenever it's necessary for any reason as per example road works, health, safety etc. No refund will apply in these situations.

4.1.5. In the unlikely event that we have to cancel your tour for any reason, we will refund you 100%.

4.2. By Client's Initiative

4.2.1. Individual package activities - including accommodation and activities:

4.2.1.1. We highly recommend you to make a trip cancelation insurance.

4.2.1.2. Should you be unable to proceed with your tour for any reason you should inform us immediately. Our cancellation and refund policy for all multi day tours is as follows:

4.2.1.2.1. For cancelations until 56 days before the tour start date we refund your deposit minus 50 € for handling charges.

4.2.1.2.2. For cancelations between 55 and 42 days before the tour start date, we will keep your deposit but we will not charge anything else.

4.2.1.2.3. For cancelations between 41 and 21 days before the tour start date, you can choose one of the following options:

4.2.1.2.3.1. 50 % refund of the total paid

4.2.1.2.3.2. Rebook the tour on another date

4.2.1.2.3.3. Choose another tour

4.2.1.2.4. For cancelations between 20 and 2 days before the tour start there will be no refunds.

www.bikesul.pt

4.2.1.2.5. No refunds are available once the tour starts. THERE ARE NO EXCEPTIONS, including weather or other factors beyond our control.

4.2.2. Individual activities up to 1 day

4.2.2.1. If you cancel at least 24 hours before the tour start date, your deposit is returned

4.2.2.2. If you cancel in less than 24 hours before the tour start date, we will keep your deposit but we will not charge anything else.

4.2.2.3. No refunds are available once the trip starts. THERE ARE NO EXCEPTIONS, including weather or other factors beyond our control.

4.2.3. Business Events

4.2.3.1. If you cancel at least 56 days before the tour start date, your deposit is returned, except for 200 € of handling charges.

4.2.3.2. If you cancel between 55 and 42 days before the tour start date, we will return the deposit except for 200 € of handling charges and any costs that we already incurred such as hotel advance payments, research costs, etc).

4.2.3.3. If you cancel between 41 and 1 days before the start date, there will be no refund.

4.2.3.4. No refunds are available once the trip commences. THERE ARE NO EXCEPTIONS, including weather or other factors beyond our control.

4.2.3.5. Cancelling conditions may be negotiated BEFORE the booking of the trip and not after.

5. Risks and Liabilities

5.1. The tour difficulty level is explained in each tour description. If you have any doubts please contact us.

Your booking is accepted on the following conditions:

6. Warranties, Insurances and liabilities

6.1. Bikesul Unipessoal Lda is fully insured according to the Portuguese law in force for its activity. This means that those participating in our programs are covered by insurances as described below:

www.bikesul.pt

6.1.1.(Personal) Accident insurance policy – Number AG64352505

6.1.1.1. You will inform us if you have any medical condition that may be affected by, or affect the activity.

6.1.1.2. You understand and accept the risks associated with bicycle, canoeing, walking or jeep travel (depending on the tour you chose)

6.1.1.3. You are fit and medically able to undertake the activity you booked.

6.1.1.2. This insurance is nominal which means we need to know each participant's full name and age before starting date.

6.1.1.3. Coverage per accident:

Medical treatment: Limited to 3 500,00€

Death or Permanent Disability: Limited to 20 000,00 €/person.

6.1.2. Civil liability insurance policy – Number RC64352512

6.1.2.1. Civil liability insurance covers damages caused to third parties or clients and that occurs because of the activity and of our responsibility.

6.1.2.2. Limits: 55% per accident and per year with 10% penalty for recreational activity and 75.000€ per accident and per year with 10% penalty for tour operation activity.

7. Responsibilities

7.1. Bikesul accepts no liability for illness/injury suffered by you or loss/damage to your property during the holiday save that is covered by its insurances.

7.2. Travel insurance should be arranged by you at the time of booking.

7.3. Trip cancellation insurance is not included in the tour price but is strongly recommended. This will protect you should you need to cancel for unpredictable reasons such as illness, and should provide for your air and tour refunds in full. Additional insurance for baggage, health/accident is also strongly recommended.

7.4. Our programs are run by experiment guides. We have emergency plans and procedures for all activities.

Procedure:

www.bikesul.pt

In case of an accident you or a member of our team will call the Emergency service. Transport costs to hospital are of your responsibility. If the emergency service considers an ambulance is not necessary you must pay for a taxi and this is never refunded by the insurance company. Hospital bills must be paid by you. We will file a report to the insurance company. The insurance company will then decide the amount to be refunded and will refund you directly or through us.

8. Available emergency means

8.1. Portugal has a national emergency system that can be used anywhere in the country through the number 112.

8.2. Human resources: all Tour leaders have a 1st aid certificate.

8.3. Material resources: in all our programs, we have a basic 1st aid kit and mobile phones. We may also use our bikes or cars as emergency means.

9. Trip participation and client responsibility

9.1. You agree to accept the authority and decisions of our employees, Bikesul Tour Leaders and agents whilst on trip with us. If in the opinion of any such person(s) or any other person in a position of authority (such as, for example, a hotel manager), your health, level of fitness or conduct at any time before or during a trip is endangering or appears likely to endanger your health or wellbeing or any third party (including any other clients of the Company) or the safe, comfortable or happy progress of the trip, you may be excluded from all or part of the trip without refund or recompense. Where you are excluded, we will have no further responsibility towards you (including any return travel arrangements) and we will not meet any expenses or costs incurred as a result of the exclusion.

9.2. In the case of ill health, we may make such arrangements we see fit and recover the costs thereof from you.

9.3. If you commit an illegal act (including, for example, causing any damage) you may be excluded from the trip and we shall cease to have responsibility to/for you as above. No refund will be given for any unused services. When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be made direct to the accommodation owner or manager or other supplier or to us as soon as possible. The Client will also be responsible for meeting any claims subsequently made against us and all costs incurred by us (including our own and the other party's full legal costs) as a result of your actions.

www.bikesul.pt

9.4. The Client should ensure to have appropriate travel insurance to protect you if this situation arises.

9.5. If you have any medical condition or disability which may affect your active participation in your trip or the trip arrangements of any other person or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the proposed trip and/or making the booking. In any event, you must give us full details at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your active participation in your trip or the trip arrangements of any other person develops after your booking has been confirmed.

10. Itinerary changes

10.1. We reserve the right to make changes to your itinerary. Should this be necessary we will do our utmost to ensure that any such changes do not substantially alter the nature of the tour.

11. Routes

11.1. We cannot guarantee the condition or accessibility of routes, since they follow public roads that are subject to road works, diversions, landslips etc.

12. Support Car (Guided or Supported / Assisted Tours)

12.1. Depending of the Tour booked the support car might not ride always with the group. It will be sometimes at a reasonable distance from the group in order to be able to reach it in a maximum of 60 minutes in case of need.

The support car also does other services like setting up water and feed assistance points, preparing light snacks or doing shopping for the day.

13. Photographs

13.1. Bikesul is entitled to use the photographs taken during the activities for promoting and marketing purposes for our tours only. No images shall be used when the image of a person is equal to or larger than 50% of the photograph size.

14. Queries and Complaints

14.1. We will respond to email and telephone queries concerning your tour within 48 hours.

www.bikesul.pt

14.2. If you have a problem during your tour, you should talk to your guide or phone Bikesul and we will do our utmost to resolve the matter there and then. Otherwise, you should notify us in writing with the details of your complaint within 30 days of your tour finish date.

14.3. Our first goal is to serve you well. Whenever you have a complaint please try to inform us in time to solve it during your trip.

According to legislation, we do have a complaint book. We also have a Compliment's book.

www.bikesul.pt

Poço das Canas, EN125 - Km 68
8200 - 564 Guia - Albufeira

T. +351 289 561 310
M. +351 919 012 705

NIF. 509 739 512
E. geral@bikesul.pt



@bikesulportugal

**LET THE
JOURNEY
BEGIN**