



Terms And Conditions

1. Interpretation 1.1 In these Conditions:

Client means the person for whom the Supplier has agreed to provide a Service in accordance with these Conditions

Contract means contract of the provision of the Service as set out herein

Service means the service to be provided by the Supplier for the Client

Supplier means Driving Shows Ltd, Registered Company Number 07589287. Registered Office is 25 Conduit Street, Gloucester. GL1 4XF

TNBH means Tri Nations Bike and Hike

1.2 In headings these Conditions are for convenience only and shall not affect their interpretation.

2. Responsibility and personal safety

2.1 The Supplier recognises and advises that due to the very nature of the trip and activities it offers accidents are possible and the Client must be aware of the risks. The Client travels at their own risk, and except as expressly provided for in these conditions, the Supplier shall not be liable to the Client by reason of any representation or any implied warranty, condition or other term, or any duty at, common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, cost, expenses or claims whether caused by the negligence of the Supplier or its agents, servants or otherwise, which arise out of or in connection with the provision of the Service or their use by the Client. The entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's charges for the provision of the Service.

2.2 The Supplier shall not be liable to the Client or deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations to the Service.

2.3 The Supplier warrants to the Client that the Service will be provided using reasonable care and skill, as far as reasonably possible. Where the Supplier supplies in connection with the provision of the Service any goods supplied by a third party, the Supplier does not give any warranty, guarantee or other term as to their quality of fitness for purpose or otherwise.

3. Legal and health requirements

3.1 It is the Client's responsibility to ensure that they have taken out the necessary insurance, to include air rescue and cancellation cover, which is compulsory for participation in the Supplier's TNBH Challenge. The cost of this is not included in the TNBH price. Failure to do this will result in any air rescue bill for the repatriation of the Client being the responsibility of the Client.

3.2 The client certifies that he/she is in good physical and mental health and is able to take part in the course he/she is subscribing to.



4. Booking Procedure and Payment Terms

- 4.1 Completed a booking form online at www.trinationsbikeandhike.co.uk
- 4.2 TNBH will then send you an email to confirm your place on the event.
- 4.3 A non-refundable deposit of £250 will be payable immediately on a successful application.
- 4.4 Any outstanding balance must be paid no less than 6 weeks before the event start date.
- 4.5 In making a booking you are entering a binding contract to pay the balance six weeks prior to the commencement of the event.
- 4.6 If you reserve your place within 6 weeks of the start date then the full cost is required at time of booking.
- 4.7 Payment can be made by cheque (payable to Driving Shows Ltd), credit or debit card, cash or bank transfer. Balance payment in full must be received 6 weeks prior to departure. The company charges a 3% fee for any balance payments made by credit card. This charge may only be waived at the discretion of one of the directors of Driving Shows Ltd.

5. Client Cancellation/Amendment

- 5.1 If the Client cancels then the following cancellation charges will apply:
 - 5.1.1 more than 60 days before departure: loss of deposit.
 - 5.1.2 between 30 days and 60 days before departure: 80% of the charge of the Service.
 - 5.1.3 less than 30 days before departure: no refund will be paid.
- 5.2 Notice of cancellation must be given in writing. Date of receipt of written cancellation by Maximum Adventure applies for 5.1.1 – 5.1.3.
- 5.3 The Supplier advises the Client to take out holiday insurance and to ensure that this includes cancellation cover.
- 5.4 The Supplier reserves the right to cancel the holiday/course for any reason. These may include, but are not exclusive to:
 - (a) for reasons of force majeure;
 - (b) a minimum group number has not been reached;
 - (c) non-payment by the Client of the due sum by the due date. If the Client does not pay the balance by the due date, the Supplier reserves the right to cancel the Client's booking and pursue any monies owing.

If the Supplier cancels TNBH, the Supplier will refund all payments made by the Client to the Supplier, except in the case of 6.4 (c) above, and this will be the extent of the Supplier's liability. The Supplier will not be liable for any incidental expenses the Client may have incurred.
- 5.5 Should the client wish to change an existing booking with the supplier, then an amendment/administration charge will apply of £5.



6 Alterations

- 6.1 Due to the nature of the Service the Supplier reserves the right to alter travel arrangements, accommodation and itinerary at any time. In the unlikely event of this happening these will usually, but not necessarily exclusively, be minor changes. No compensation will be payable.

The Supplier will always endeavour to maintain the quality of the offer if changes have to be made.

- 6.2 The Supplier shall be entitled to vary the Supplier's charges to the Client from time to time. If circumstances make it necessary for the Supplier to levy such charges, the Supplier shall levy such charges as appropriate and will notify the Client at the earliest opportunity. This will only be done with reasonable cause where the cost basis for the Supplier has risen (e.g. exchange rate fluctuation) and the cause will be stated. Should this be necessary, the Client will be given the option to cancel his/her participation in the holiday and will be refunded the value of the holiday minus any expenses already incurred.

7. Event numbers

- 7.1 We reserve the right to cancel an event or offer an alternative date if there are not enough people on the event. In the unlikely event this should happen we will notify you no later than 4 weeks before your departure date. A full refund of monies paid including any deposit paid will be made to the client

8. Bikes & Equipment

- 8.1 In the interests of safety we reserve the right to refuse entry to those we do not consider to be competent cyclists.
- 8.2 You are responsible for the care & safe keeping of any equipment you use which is provided by TNBH.
- 8.3 The security of your cycle and related equipment whilst on the road sections is your own and we accept no responsibility for loss or damage.
- 8.4 Equipment transported by TNBH (as highlighted in the info pack) will be covered by event insurance.
- 8.5 Cycles left at the start section whilst participant is on mountain section will not be left unattended and we will ensure they are secured until your return to ensure maximum security.
- 8.6 In the event that any equipment provided by TNBH are lost, damaged or stolen you shall indemnify us for the cost of replacing those items.

9. Accommodation

- 9.1 Accommodation on this event is provided on a camping and hotel basis.
- 9.2 We will always do our best to ensure that accommodation is within accordance to our advertising.
- 9.3 In some locations accommodation is limited and it may be necessary to change some of the details from those advertised or requested. We will notify you of any such alterations as soon as we can, offering alternative arrangements of at least equivalent standard.



10. General

- 10.1 The Client will in certain situations during the Service be led by guides and the Client agrees that their decision is final (including regarding their continuing participation in the course) and will be guided by them in all situations.
- 10.2 The Supplier reserves the right to reject any Client as a member of their tour at any time. Reasons for this may include, but are not exclusive to, illegal actions or foolish behaviour which endangers the Client, the guide or any other participants. In this event no refund will be made and the Supplier will not accept any further liability or responsibility to the Client.
- 10.3 The Client books with the Supplier. The Client accepts responsibility for any damage or loss caused by the Client or any member of the Client's party to property of the Supplier or any 3rd party. Proper payment for such damage or loss must be made at the time direct to the accommodation owner or manager or other Supplier. If the Client fails to do so, the Client must indemnify the Supplier against any claim (including legal costs) subsequently made against the Supplier as a result of the Client's actions.
11. These conditions constitute the entire agreement between the parties, and supersede any previous agreement or understanding and may not be varied except in writing between the parties.
12. Should the Client feel that any part of the Service has been unsatisfactorily supplied, then he/she is entitled to file a complaint with the Supplier. This complaint must be filed in writing within 7 days of completion of the service. Should this not be the case, then the Service will be deemed to have been satisfactorily supplied.
13. English law shall apply to this Contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.
14. Any disputes arising under or in connection with these Conditions or the provision of the Service shall be referred to arbitration by a single arbitrator appointed by agreement or (interval) knowledge on the application of either party by the person for the time being of the law society.
15. Should any part of this agreement prove unenforceable in law, then the rest of the Contract still applies.



Risk Awareness

Mountain and cycling travel carries risks. This page is to inform you of the kinds of risks you could encounter in the mountains and associated with the activities we undertake. It is designed to enable you to make informed choices about your participation in our courses.

Whilst we take our responsibility for your safety very seriously, we cannot eliminate risk. Please find below a listing of the various dangers that can be encountered on our courses, the consequences of which may be serious injury or prove fatal. Please be aware this is an inexact science and it is not an exhaustive list.

- Physical and mental exertion (in some cases extreme).
- Adverse/rapidly changing weather conditions (wind/rain/hail/sleet/snow/sun/storm/lightning).
- Uneven/slippery/dangerous surfaces (slate/snow/stone/rock/snow/ice etc).
- Falls Road travel/road travel accidents.
- Avalanche danger.
- Rock/ice fall.
- Strong sun/UV exposure.
- Acute mountain sickness (e.g. pulmonary/cerebral oedema).
- Cold related injuries.
- Crevasse fall.