

# Terms & Conditions

We'll do everything we can to make sure your Ticket To Ride experience is safe and fun. To ensure you know exactly what our (and your) responsibilities are please read the following terms and conditions. We've tried to keep them as brief and simple as possible but should you have any questions please ask prior to committing to your booking.

## Definitions

When the following words with capital letters are used in these Terms and Conditions, this is what they will mean:

- **Event Outwith Our Control:** has the meaning given in the section "Events Outwith Our Control" below;
- **Booking:** your order to Us for Services (whether placed online, by telephone, in person or otherwise).
- **Confirmation:** the written confirmation of your Booking.
- **Service:** the services of (i) bicycle hire and/or the hire of ancillary bicycle equipment and/or (ii) cyclist and/or bicycle transportation in Our motor vehicles and/or (iii) couriering of packaged bicycles and/or (iv) baggage transfer, as set out in the Confirmation;
- **Terms and Conditions:** the terms and conditions set out in this document;
- **We/Our/Us:** Ticket to Ride, The Pavilion, Bellfield Park, Inverness, IV2 4SZ including services marketed as John O'Groats Bike Transport and Great Glen Canoe Transport.
- **Working Day:** a day other than a Saturday, Sunday or public holiday in Scotland.

## Making a Booking

On receiving your enquiry we will contact you by email or phone to confirm the details. Your trip is not booked and no contract exists until we have confirmed availability and taken payment. You should check the details of your confirmation document carefully to ensure that it reflects the booking you have requested and inform us immediately of any discrepancies. It may not be possible to make changes later. By booking a Ticket To Ride service you are acknowledging that you have read our terms and conditions and agree to be bound by them.

## Payments

We accept payment by bank transfer or card. We do not store any card details, it is all held by the card services company, currently Square. A non-refundable deposit of 25% of the cost of our services must be paid at the time of booking. The balance is payable 28 days before the start of the service. For bookings made within 28 days of the start of the service or for bookings made at any time with a total value under £100 or bookings which consist only of our bike couriering service we request full payment at the time of booking. If the balance has not been paid at the start of the service we reserve the right to cancel the agreement.

## Identification

We require a current, government-issued ID card, driving licence or passport which includes photo as identification and may keep a copy for the duration of the service.

## Insurance

We recommend that you are adequately insured. We cannot be responsible for your own illness or injury or for damage or loss to your luggage or possessions during the period of our service. This insurance should also cover the possibility of you having to cancel your trip, curtailment, injury, death, lost & damaged property, money, liability, medical expenses and repatriation.

## Bike Hire Services

### Safety First

Your booking is accepted on the understanding that you realise the risks and hazards of cycling either on the road or off the road. Helmets & high visibility vests are not compulsory on Britain's roads but we supply them free and we recommend you wear them. We cannot be held responsible for any damage or injuries incurred as a result of

clients not wearing a helmet or high visibility vest. Where We do provide a helmet or high visibility vest, you will be responsible for ensuring that they fit and are worn properly. No rider may ride a cycle unless he/she does not suffer from any physical or mental defects which would affect the rider's ability to drive the cycle in accordance with legal requirements and/or the rider has not been advised not to drive on medical grounds by a doctor or other medical personnel. We may refuse to hire you the bike for any reason whatsoever at our sole discretion. Cyclists under the age of 18 should be supervised by a responsible adult at all times. If guiding services have been provided by us it is essential that you abide by the authority of the guide. If you commit any illegal act when on the trip or if in the reasonable opinion of the guide your behaviour is causing or likely to cause danger, distress or annoyance to others we may terminate your trip without any liability on our part. You may be required to wear personal protective equipment that we deem appropriate.

## **Accidents**

If you are involved in an accident the following procedures should be followed:

1. Obtain the names and addresses of third parties and witnesses.
2. Report the accident to the police, regardless of estimated cost.
3. Do not accept blame or insist the other party is at fault.
4. If possible photograph damage to all cycles and other vehicles involved and registration numbers.
5. Phone Ticket To Ride on 01463 419160.

You agree to provide all reasonable assistance to Ticket To Ride in handling any claim including providing information and attending Court to give evidence. Under no circumstances should you attempt to ride a cycle that has been involved in an accident without our permission. Depending on availability, and at our discretion, we will endeavour to provide a substitute cycle.

## **Bicycles And Equipment**

If your chosen specification of cycle is not available we will aim to offer you another cycle in its place if one is available. If the replacement cycle is less well equipped than your original booking we will refund the difference in price only. If you choose not to accept our replacement cycle offer, or we are unable to provide a replacement cycle for whatever reason, we will only be liable to refund the monies paid by you to us. You are responsible for the care and safekeeping of the bicycle and ancillary equipment which remain the property of Ticket To Ride at all times. You undertake to ensure that the bike is securely locked, with the bike lock provided, to an immovable object in a safe location when left unattended. All bicycles and equipment must be kept in a securely locked building overnight. You agree to indemnify us for any loss or damage arising from any act or default on your part, or on the part of any member of your party. Whilst you are hiring the cycle you will not:

1. Ride or permit to ride any person unfit through drink or drugs or with blood alcohol concentration above the limit prescribed by road traffic legislation.
2. Ride in a reckless, imprudent or unlawful manner.
3. Carry passengers other than children of the appropriate age for a child seat or trailer provided by us.
4. Allow the cycle to be overloaded.
5. Remove the cycle from England, Scotland, Wales or Ireland without our prior written consent.
6. You will take all reasonable steps to maintain the cycle, ensuring that chain lubrication & tyre pressure are correctly maintained during your hire.

You will contact us immediately should anything indicate a potential malfunction.

## **Mechanical Failure**

In the event of a mechanical failure, notify Ticket To Ride by telephone as soon as possible in order to give us the opportunity to rectify the problem. You are authorised to approve repairs up to £50. Any repairs in excess of £50 must first be authorised by us, prior to the work being undertaken. In all cases receipts must be submitted for any repair or the claim will not be paid. You will be liable for the cost of any repairs, or other costs incurred, resulting

from reckless, negligent or imprudent use of the cycle by you or permitted by you including the cost of return carriage to Ticket To Ride.

If a repair cannot be completed within 24 hours, and it is not the result of reckless, negligent or imprudent use of the cycle by you or permitted by you, we will endeavour to help you by providing a replacement cycle (if available). We will not be liable for any other costs incurred. Compensation may be paid at our discretion. In all cases compensation is limited to double the cost of the disrupted rental days. Compensation will only be paid where the breakdown occurs as a result of our failure to use reasonable care & skill (e.g. in relation to servicing the cycle).

### **Hire Period & Duration**

We calculate rental days on the basis of calendar days. Late pick-up or early return of the cycle does not entitle you to any refunds. Late return charges are one full day's hire rate per cycle plus ancillary equipment. If you are in any doubt as to whether you will make the delivery or return time you should contact Ticket To Ride as soon as possible to notify us.

### **Passenger Services**

The Vehicle is constructed to carry the number of passengers licensed, and under no circumstances should the number of passengers exceed this. Smoking is not permitted in any vehicle. The driver is responsible for the safety of the vehicle, any passenger whose conduct is considered to be unacceptable by the driver may be removed on the driver's authority. The hirer will be responsible for any damage or soiling caused to the vehicle by the passengers during the period of service. We reserve the right to withdraw all services in the event of unruly conduct by passengers or damage caused to company vehicles. There is no guarantee that a vehicle will perform a journey in a given time and we shall not be accountable for any loss, inconvenience, or damage, which may arise, from delay, or breakdown. Drivers have the sole discretion as to the suitability of road or locations that a vehicle can travel through. No liability can be accepted if a vehicle is unable to complete a journey due to the unsuitability of a road or location. The right is reserved to subcontract a vehicle from another taxi or private hire operator. You may be required to wear personal protective equipment that we deem appropriate.

### **Bike Courier Services**

#### **Bikes Despatched By Us**

You must inform us of the expected date and time of drop-off. Drop-off is when bikes are delivered by you to one of:

- our workshop in Inverness
- our partner in John O'Groats the Seaview Hotel for our subsequent collection
- an agreed third party for our subsequent collection e.g. accommodation provider

We despatch bikes via a third-party courier of our choosing. The courier company will send you an email with a tracking link and estimated date of delivery. If you do not receive your bike on that date please contact us immediately. Disassembly may require the removal of seatpost, pedals, front wheel and handlebars. Please ensure these parts are not seized. A surcharge will be applied at the rate of £30 per hour for removal of seized parts. It is your responsibility to ensure that your bike is correctly re-assembled and is safe to use and an experienced bike mechanic should be consulted if you need help. We will send bikes to the delivery address supplied by you and they will be deemed to be delivered to you when receipt of the bicycle(s) is one of:

- acknowledged by you or on your behalf following our courier's or sub-contractor's normal procedures
- when uplifted from the courier's depot by you or on your behalf
- when your instructions for alternative delivery (such as, but not limited to, delivery to a neighbour or to a nominated place such as a garage or shed) are complied with

as evidenced by our certificate or that of our courier or sub-contractor to that effect. Any timescales for delivery given by Us are estimates only and, if we are unable for any reason to fulfil any delivery by an estimated timescale, We will not be deemed to be in breach of the contract for your Order or have any liability to you.

## **Bikes Received By Us**

We will conduct an examination of your bike on receipt and after re-assembly. We will advise you of any faults we observe. It is your responsibility to ensure your bicycle is roadworthy prior to use. We do not accept liability for damage in transit of bikes not packed by ourselves.

## **Damage Or Loss**

In the unlikely event of substantial damage or total loss to your bike(s) you must make a claim within 7 days of the scheduled delivery date supported by evidence of the current value of your bike (ie not the new value). We will settle the claim only after our own investigation has been completed to our satisfaction and any total loss would also be subject to police investigation. Any damage in transit must be recorded on the courier's documentation or electronic system at time of receipt and must be photographed. We disassemble, and pack bikes carefully but can not be held liable for cosmetic damage, or damage due to worn, damaged or corroded components. Liability due to damage or loss is limited to the actual cost of repair, or in the event of total loss the current "second-hand" value of the bike / goods as determined by us, our insurers or the courier company with a maximum limit of £500 per bike and an excess of £100 on our standard service. You may opt at additional cost to increase the limit of this liability however the same conditions regarding valuation and excess apply. Liability for delayed delivery is limited to that which is recoverable from the courier company.

## **Photographs Submitted**

Any photographs submitted to us directly or via our listings on review websites may be used on our web site or marketing material free of copyright. A photo credit will be included if requested.

## **Liability**

You must take all necessary steps to safeguard your personal property and any liability which you may incur to others during the course of the service. We will be liable only for loss or damage caused by the proven negligence of us or our suppliers in performing our services under this booking. We shall not be liable for any damages caused that are attributable to you or any member of your party, or the fault of a third party unconnected to the company.

## **Events Outwith Our Control**

Except as expressly set out elsewhere, we regret that we cannot accept liability or pay any compensation where the prompt performance of our contractual obligations is affected by, or you otherwise suffer any damage or loss as a result of "force majeure". In these terms and conditions, "force majeure" means any event which we could not even with all due care, foresee or avoid. Such events may include threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, public health crisis, fire and all similar events outside our control.

## **Cancellations/Alterations By Ticket To Ride**

In the event that we have to cancel a service due to circumstances beyond our control we will make a full refund. We will not be liable to refund you for any damages and incidental expenses that you may have incurred as a result of your booking, such as visas, non-refundable connecting flights etc. We reserve the right to change our itinerary if the circumstances require it. At our discretion compensation may be paid in the event that we are obliged to cancel all or part of your booking. In all cases this will be no more than double the cost of the cancelled period. Compensation will not be payable where changes or cancellations are made as the result of circumstances outside of our control. You acknowledge that we may terminate this agreement and repossess the cycle at any time in the circumstances set out below. The customer will pay reasonable costs of repossessing the cycle if you are in contravention of this agreement in any manner, or we believe that you have hired the cycle through fraud or misrepresentation, or the cycle appears to be abandoned, or the cycle is not returned on the agreed day or we believe that the cycle may not be returned on the agreed date, or on reasonable grounds, we believe that the safety of the riders or condition of the cycle is endangered. You understand that, in the event of such termination or repossession you have no right to a refund of any part of the rental charges or the deposit.

## **If You Need To Cancel**

When a booking is made we allocate resources and incur some costs and liabilities. If you need to cancel we can offer a refund as outlined here:

- 84 days before start of the service - we will retain 25% of the total cost
- 29 days or more before start of the service - we will retain 50% of the total cost
- 28 days or fewer before start of the service - nil

We cannot offer any refunds if you fail to attend the agreed meeting place. If we agree to deliver the service at a re-arranged time a proportionate charge not less than £30 will be made. We do not accept any responsibility for any failure of any person to complete any journey on one of Our bicycles to due their lack of fitness or suffering from any physical or mental impairment, illness or injury.

## **Law**

This agreement is governed by the laws of Scotland. The customer warrants that all information supplied by them to Ticket To Ride in connection with this agreement is true. This agreement constitutes the entire agreement of the parties and there are no other undertakings or agreements between the parties relating to the subject matter of this agreement. We reserve the right to vary the rates and conditions of service at any time.

## **Complaints**

In the unlikely event of a complaint please let us know immediately by telephone. Problems should be rectified there & then but if you remain dissatisfied we need a written complaint within 28 days of your return home. Once this has been received we will respond within 14 days. As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms and Conditions will affect these legal rights.

## **Information About Us And How To Contact Us**

We are a sole trader business established in Scotland. Our trading address is

Ticket to Ride  
The Pavilion  
Bellfield Park  
Inverness  
IV2 4SZ.

Our registered VAT number is GB176253692. You can contact Us by telephoning 01463 419 160 or e-mailing [info@tickettoridehighlands.co.uk](mailto:info@tickettoridehighlands.co.uk) or by post at:

Ticket to Ride  
Cantraybruich Cottage  
Culloden Moor  
Inverness  
IV2 5EG