



RIDE IN PEACE
A d v e n t u r e s

Ride in Peace Adventures Limited
Beechwood Manse
Glenkindie
Alford
Aberdeenshire
AB33 8SH
Tel: 07399 564842

TERMS AND CONDITIONS OF SERVICE

Introduction

Ride in Peace Adventures Limited (RIPA, we, us, our) is a limited company registered in Scotland (Registration number SC754670) having its registered address at Beechwood Manse, Glenkindie, Alford Aberdeenshire AB33 8SH.

Agreement

This contract for the provision of mountain bike coaching and guiding services is made between you and RIPA.

The full contract comprises the terms and conditions set out below and the Rider Information and Consent Form. It also includes any specific information that we bring to your attention or additional matters that we have agreed with in writing (including email) before you complete the booking. It does not include any material on our website or set out in any of our advertising and marketing materials or on social media.

By completing booking information & Consent Form you are entering into a contract with us for the provision of the activities stated.

The Booking Information and Consent Form acts as your booking for the activity (coaching session or guided ride) named in it. Once a booking has been made, we must agree in writing to any changes.

If a court holds that any provision of this contract is unenforceable, you agree that the provision in question should remain enforceable to the greatest extent permitted by law and that the remainder of the contract will remain in effect.

Provision of Coaching and Guiding Services

Our coaching and guiding services are normally provided by Christopher Roper, but we may engage other coaches or guides to support or to substitute for him. Unless it has been separately confirmed prior to booking that the contracted service will be provided by him, you accept that this contract is not an agreement for the personal provision of coaching or guiding services by Christopher Roper.

Group Bookings

If you are making a group booking you are entering this contract on behalf of all the persons named in the booking. You confirm that all the persons named in the booking are over the age of the 16; that all are aware of the terms of this contract (including the contents of the Rider Information and Consent Form and any prior communications) and that each agrees to and accepts them; that the information you provide in the Rider Information and Consent Form in respect of each rider is materially correct; and that you have the authority of each person named in the booking to enter into this agreement on his or her behalf.

You also confirm that you will take responsibility for full payment for the services booked, irrespective of how the cost is actually divided between the persons named in the booking. If you wish to include a Young Rider (under the age of 16) in a group booking a separate Rider Information and Consent Form must be completed by his or her parent/ guardian.

Payment, Cancellations and Refunds

You agree to pay to RIPA the fee for the services of your coach/ guide in full upon booking. Should you subsequently wish to cancel your booking no refund will be made.

You may not transfer your booking for another person without our written consent. If you wish to transfer your booking to another person you must tell us at the earliest reasonable opportunity. You (or the other person) must provide us with a fully completed and signed Rider Information and Consent Form, we must agree to the transfer and we may charge an administrative fee. We may not agree to transfer your booking to another person if your coach/ guide reasonably considers that person unsuited to the activity you booked. If we decline to transfer your booking you will not receive a refund.

RIPA will always try to avoid canceling or amending confirmed activities; however you accept that for operational or safety reasons (e.g. deer stalking, forestry operations, severe adverse weather conditions) it may on occasion be necessary to alter routes, use alternative facilities or cancel an activity at short notice. Activities will not normally be canceled because of inclement (as opposed to severe adverse) weather and you should be suitably prepared. Should it not be possible to run your booked activity as advertised, your coach/ guide will use reasonable endeavors to offer an alternative to the booked activity. This might, for example, be a low-level ride instead of a high mountain trail, riding an alternative route to avoid a closed area or relocating to an accessible alternative location. If we are unable to offer an alternative, we will refund you in full. If you decline the alternative(s) offered, or if it necessary to cancel an activity for reasons beyond our reasonable control, no refund will be given. If any alternative that we offer you involves additional costs (e.g. for transport, accommodation or uplift), we will tell you. If you accept the alternative, you agree to reimburse us such additional costs on demand.

RIPA accepts no responsibility for any additional costs that you may incur as a result of cancellation or amendment of an activity (e.g. for travel and accommodation or cancellation of other arrangements). You are strongly advised to consider appropriate travel insurance to meet such costs.

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Public Activities

RIPA provides its coaching and guiding services on both a public and private basis. We advertise public coaching sessions and guided rides (public activities) on our website and sales literature. This section applies only to public activities.

Bookings for public activities are accepted on a first come, first served basis and we do not guarantee that places will be available. You may make a booking without payment. If there are sufficient places remaining at the time we receive your booking we will confirm their availability in writing and reserve them for you for a period of 24 hours. If you do not pay us for the activity within that period, we may release the places booked to another person. Until we receive your payment your booking is purely provisional.

If you choose to pay us at the time of booking and there are insufficient places remaining, we may offer alternative dates or activities. If we decline your booking any payment received will be refunded in full unless you choose to apply it towards an alternative date or activity.

Some public activities may not be run unless they attract a minimum number of participants. The number of participants required and the date by which bookings must be received will be made clear on the literature and/or advertising related to the activity or if you contact us to express an interest in the activity. Your booking will remain provisional until sufficient total bookings are made. We may cancel a public activity that does not attract sufficient participants by the stated date. If we decide to cancel a public activity because insufficient bookings have been made, we will tell you at the earliest practicable opportunity, which may be after the cut-off date. We may offer alternative dates or activities. Your payment will be refunded in full unless you choose to apply it to an alternative date or activity.

We accept no responsibility for any additional costs that you may incur as a result of cancellation of a public activity (e.g. for travel and accommodation or cancellation of other arrangements). You are strongly advised to consider appropriate travel insurance to meet such costs.

Personal Responsibility

You are expected to behave in a manner that does not impact on the safety and enjoyment of other riders participating in the booked activity or using any track or facility where the activity takes place. Your coach/ guide may exclude from taking part in an activity if, in his or her sole opinion: your bike or equipment are dangerously unprepared; you have provided inaccurate information concerning your experience, fitness or capability; you act in a manner likely to endanger yourself or other riders; or you behave in a manner not conducive to effective coaching or guiding.

Your coach/ guide will exclude you from taking part in an activity if, in his or her sole opinion, your ability to participate is adversely affected by alcohol or drugs (including prescription or over-the-counter medicines that might cause tiredness or impair your judgment).

Authority of Coach/ Guide

Your coach/ guide has responsibility for the safety and well-being of all participants and for the protection of the environment. The decision of your coach/ guide on all matters likely to affect the safety or well-being of any person (whether participating in an activity or not) or the environment is final. If you fail to comply with a decision of your coach/ guide, or unreasonably interfere with the safe and efficient management of any activity, your coach/ guide may require you to leave immediately.

If you are required to leave immediately you will receive no refund and you will be entirely responsible for all additional costs that you may incur.

Public Highway

Certain activities may involve riding on the public highway. You must be able to do so in a safe and competent manner. When riding on the public highway you must comply with all relevant road traffic legislation and the highway code.

Exclusion of Liability

Except for death or bodily injury suffered as a result of the negligence of your coach/ guide, you agree that neither RIPA nor your coach/ guide will have any responsibility for loss or damage suffered by you arising from or in connection with your participation in any activity provided or organized by RIPA, even if that loss or damage occurs because of the negligence of, or breach of contract or legal duty by, RIPA and/ or your coach/ guide.

You agree to accept full responsibility for, and to indemnify RIPA and your coach/ guide against, the whole of any claim made against

RIPA and/ or your coach/ guide by any person (including other riders) for loss or damages suffered by that person arising from or in connection with your participation in any activity provided or organised by RIPA.

Insurance

RIPA holds insurance in respect of negligence and third-party liabilities only. This will not cover any damage to your bike or equipment.

Neither does it provide personal accident cover for you or your child. If you think that you need personal accident insurance, you should arrange it in advance of participating in the activity you have booked.

Information for Riders

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Your attention is specifically drawn to section 6 Information for Riders of the Rider Information and Consent Form, the provisions of which are part of this contract.

Third Party Rights

You agree that the exclusions of liability and indemnities set out in this contract are for the benefit of (i) RIPA; and (ii) your coach/ guide and may be relied upon by him or her even though you have no direct contractual relationship with him or her.

Data Protection

The information you provide on the Rider Information and Consent Form will be stored, processed and destroyed in accordance with the principles of the Data Protection Act 2018. The information you provide will be used for the purposes of providing you/ your child with coaching and/ or guided riding services. Your contact details (including email address) may also be to inform you of other services and activities that we provide and which may be of interest to you or your child.

You accept that personal information disclosed in the Rider Information and Consent Form may be stored on cloud servers that are not within the direct control of RIPA. RIPA will provide details of the cloud services it uses on request.

Governing Law and Jurisdiction

This contract is governed by and subject to the law of Scotland. You agree that any dispute arising out of or in connection with the formation or operation of this contract, including delictual claims, will be subject to the exclusive jurisdiction of the Scottish courts.

Information for Riders

This information forms part of the agreement between you and Ride in Peace Adventures for the provision of coaching and guiding services, please read it and the terms and conditions of service carefully before signing the consent.

Bike, Helmet and Clothing

It is your responsibility to ensure that your bike, personal protective equipment (PPE) and clothing are appropriate for the activity you have booked, are well maintained and in a safe condition prior to participating in the activity.

When riding you must wear a correctly fitted, undamaged helmet that meets current certification standards.

During downhill coaching sessions you must wear a full-face helmet when riding. RIPA will advise you if a full-face helmet is recommended for a guided ride.

We strongly recommend that you wear appropriate PPE, including eye wear/ goggles, elbow, knee, shin and body protection when riding. During downhill and freeride coaching sessions full personal protective equipment must be worn when riding.

Acceptance of Risk

You acknowledge and accept that mountain biking is a hazardous sport that involves risks that could result in bodily injury and/or damage to your property.

The purpose of coaching is to develop new skills, which inherently involves an increased risk of falling or collision. In engaging the services of your coach and participating in a coaching session you accept this risk.

Guided rides may cover steep, exposed mountainous terrain and involve cycling on poorly or unprepared trails, inherent in which is a risk of falling or collision. Trails may be in remote, mountainous terrain lacking telephone signals and distant from public roads; in the event of an accident or sudden illness it may take the emergency services additional time to respond. Weather and trail conditions may deteriorate unpredictably and swiftly giving rise to a risk of hypothermia. In engaging the services of a guide and participating in a guided ride you are aware of and accept these risks.

Your coach/ guide will not intentionally expose you to an unnecessary risk or require you to perform an activity that, based on the information available (including that provided in this form), he or she considers beyond your capability or beyond the limitations of your bike or equipment. Nevertheless, you remain responsible for your own actions and for the safety of yourself and other riders. You acknowledge and accept that you must decide for yourself whether you consider any risk to be tolerable and must inform your coach/ guide if you consider it to be excessive.

Young Riders (under 16)

Young riders are expected to remain in the session from beginning to end. If a rider has to leave early or is being collected by someone other than the parent/guardian/carer, the coach/ guide must be informed of this arrangement, including who will be collecting the rider. Young Riders must wear personal protective equipment appropriate to the activity when riding.

Terms and Conditions

Ride in Peace Adventures Limited is a limited company registered in Scotland (Registration number SC754670) having its registered address at Beechwood Manse, Glenkindie, Alford Aberdeenshire AB33 8SH.

The full terms and conditions under which RIPA provides coaching and guiding services are attached to this form, please read them in full. If you have any questions, please contact Christopher at chris@rideinpeaceadventures.co.uk or on (07399) 564842.

By signing and returning this form you are entering into a legally enforceable contract with RIPA.