

YOUR CONTRACT IS WITH BEAR BACK BIKING LTD

(herein referred to as Bear Back Biking or BBB).

1. YOUR HOLIDAY CONTRACT

When you make a booking you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these booking conditions. Each party member is deemed to have read and accepted these terms and conditions. A contract will exist as soon as we issue our confirmation invoice. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

2. YOUR HOLIDAY PRICE

When you make your booking you must pay a deposit of 25% of the total price per person (the exact amount due will be shown on your holiday invoice). The balance of the price of your travel arrangements must be paid at least 8 weeks before your departure date. If the deposit and/or balance is not paid in time, we reserve the right to cancel your travel arrangements. If the balance is not paid in time we reserve the right to retain your deposit.

All monies paid, including deposit and balance will be held in a trust account until your holiday is complete.

If your departure date is in less than 6 weeks at the time of the booking, 100% of the cost of your travel arrangements will be due at the time of booking.

3. AGE RESTRICTIONS & DISCOUNTS

Bookings in respect of persons 16-18 years of age must be countersigned by the parent or legal guardian. Group discounts are available to adult group bookings of 8 persons or more.

4. CHANGES TO YOUR HOLIDAY

(4.1) Cancellation by you:

If you or any member of your party needs to cancel their holiday once it has been confirmed, the group leader is responsible for informing us in writing at the earliest opportunity. In this instance, the following cancellation fees apply:

More than 56 days	- Deposit payment
56 - 29 days	- 50%
28 - 22 days	- 75%
21 days or less	- 100%

This is based on the number of days between the start of your confirmed holiday and the date from which written notice of a cancellation is received by us. Your travel insurance may cover cancellation under certain circumstances.

(4.2) Changes by us:

It may sometimes be necessary for us to make alterations to the holiday as detailed in our marketing material and booking form, before or after your booking has been confirmed. We reserve the right to do so at our absolute discretion. If it is necessary for us to make a significant change to the holiday we will inform you as soon as possible. You will then have the choice to accept the changes as notified to you, or to cancel your holiday and receive a full refund. In such circumstances we reserve the right to offer a discount. If accepted by you, the value of the discount will be refunded to you. No further compensation will be payable by us.

(4.3) Cancellation by us:

In the unlikely event that we have to cancel a holiday, you will be offered an alternative holiday or a full refund. We will not cancel your holiday within six weeks of the start date of your holiday, unless you have not paid in full or as a result of circumstances beyond our control.

(4.4) Transfer of booking:

If you are prevented from proceeding with your booking due to circumstances beyond your control, it may be transferred to a person meeting all holiday requirements. You will be jointly and severally liable for the remaining balance and a £50 transfer fee.

5. FORCE MAJEURE

(5.1) We shall not be liable for any failure or delay in performance of our obligations which is caused by or attributable to an act of God war terrorism strike lockout industrial action fire flood drought tempest or other event beyond our reasonable control ("Force Majeure").

(5.2) Notwithstanding condition 5.1 a refund may be given if we have to cancel curtail or change your trip schedule in any way because of an event of Force Majeure.

6. IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform one of the BBB staff immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to our UK Office giving your booking reference and all other relevant information. We will endeavour to respond to all complaints within 28 days. You do have a duty of care to contact us within 28 days or your rights may be affected.

7. HAZARDOUS ACTIVITIES

Mountain biking and hiking are both hazardous activities. Guests must make their own judgements on their own abilities and participate entirely at their own risk. Bookings are accepted on the understanding that all persons travelling are in good health.

8. MOUNTAIN BIKE GUIDES

Bear Back Biking's mountain bike guides will all have experience of the terrain. They will also operate to clear safety guidelines, which include a daily safety briefing. Guiding is optional and BBB reserve the right to refuse participation (or further participation) to any guest who we deem to be unfit or unable to undertake the activities planned for any trip.

9. TRAVEL INSURANCE

Due to the extreme and hazardous nature of mountain biking, we have made it a condition of booking that you have adequate extreme sports cover for your trip. By agreeing to these booking conditions, you are confirming that you will have adequate travel insurance for North America to include mountain biking in hazardous terrain. Our policy on this important detail is for your benefit! You may be required to provide proof of appropriate travel insurance before participating in any guiding or hazardous activity programs with BBB or third party providers.

10. LIMITATION OF LIABILITY

We shall not be liable under any circumstances for indirect or consequential losses and our maximum liability (if any) under this agreement shall be limited to 125% of the total price you have paid. Nothing in this clause or any other part of this agreement excludes or limits our liability for death or personal injury caused by our negligence. Any information or advice provided by Bear Back Biking regarding travel visas, permits, climate, clothing, baggage, special equipment etc is given in good faith and we are unable to accept responsibility for any inaccuracies in such information. Participants may be required to sign additional waivers/disclaimers in order to partake in hazardous activity excursions or equipment rental. BBB accept no liability for loss damage or injury attributable to the actions or omissions of third party providers of equipment or special activities (as to which see conditions 12 and 13 below)

11. BEAR BACK BIKING VEHICLES

Both the airport transfer & excursion services are available to Bear Back Biking's clients. Clients travel in Bear Back Biking vehicles at their own risk. This service is based on Friday or Saturday flight arrivals and departures. Non Friday or Saturday flights arrival may incur an additional transfer fee.

12. EQUIPMENT

BBB do not supply equipment and it is your responsibility to ensure that bikes safety and other equipment to be used on your trip (whether owned or hired) are in good working order and fit for their purpose. You will be responsible for the hire charges of any third party provider of equipment in addition to your holiday price and whilst we will only ourselves refer you to reputable providers who we believe are responsible and supply good quality and properly maintained equipment. BBB accept no liability for loss damage or injury attributable to any defect, inadequacy or breakdown of equipment (whether owned or hired) or for any damage to or loss of the equipment (which you are recommended to insure). Your contract for the hire of any equipment will be with the third party provider concerned and you should check the terms and conditions of hire offered by that provider before hiring it.

13. SPECIAL ACTIVITIES

There are certain specialist activities (such as heli-biking, white-water rafting etc) which BBB does not provide itself, but we may be able to refer you to third party providers if you wish to engage in any such activities during your holiday.

You will be responsible for the fees and charges of the third party provider in addition to your holiday price and whilst we will only ourselves refer you to reputable providers who we believe are responsible and operate best practice in terms of safety, insurance and client care, BBB will not be liable under any circumstances for any loss damage or injury sustained whilst you are engaged in such specialist activities or otherwise in the care of the third party provider: your contract will be with the third party provider concerned and you should check the terms and conditions offered by that provider before engaging in the activities offered which do not form part of your holiday contact with us

14. CONDUCT

During your stay with Bear Back Biking you will be solely responsible for your behavior towards members of BBB staff, BBB guests and other third parties. You will be liable for any damage or loss caused by you to any property belonging to us or a third party

Guests must follow the guidance and safety and other instructions issued by our staff and we reserve the right to expel any guest who refuses or fails to do so or whose conduct is deemed prejudicial to his/her safety or the safety or enjoyment of others on the trip.

I have read, understand and agree to the Terms and Conditions of booking this holiday with Bear Back Biking Ltd.

Signature:

Date:

Bear Back Biking Ltd. - UK Registered Company No. 5288812

UK Office - White Lodge, Byron Gardens, Southwell Notts NG25 0DW, 0845 257 4687

Canada Office - 3229 Archibald Way, Whistler, BC, Canada, V0N1B3, (001) 604 902 1975