



## RIDE EPIC TERMS AND CONDITIONS

### AGREEMENT

The terms and conditions set forth in this agreement, together with any written information we brought to your attention before we confirmed your booking, constitute the entire understanding and agreement between you the trip 'Participant' and RIDE EPIC!/Switzerland Relo GmbH, Dorfstrasse 20, CH-8165 Oberweningen ("we" or "us", RIDE EPIC!/Switzerland Relo GmbH), with respect to any and all bookings, tours and transactions made with RIDE EPIC!/Switzerland Relo GmbH. Please take the time to read and understand the conditions prior to booking your cycling holiday with RIDE EPIC!/Switzerland Relo GmbH as they set out our respective rights and obligations. We strongly recommend that you also read all the details set out in the web page relating to your trip prior to booking to ensure that you understand the itinerary and style of the trip you are undertaking.

By submitting a booking form online, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. He/she has read these terms and conditions and has the authority to and does agree to be bound by them;
- b. He/she consents to our use of information in accordance with our Privacy Policy;
- c. He/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services; and
- d. that you have made all other Participants listed in the booking aware of these terms – regardless of how final payment is made – and that all Participants accept and agree to be bound by these terms.

## **VALIDITY**

Please note that dates, itineraries and prices are indicative only and you must contact us for the up to date price of the arrangements you are seeking to book.

## **ERRORS AND OMISSIONS**

Although we have made a concerted attempt to verify the accuracy of statements made in our trip documentation including brochure, website and trip brochure we cannot be held responsible for any error, omission or unintentional misrepresentation that may occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before your booking is confirmed.

## **BOOKING INFORMATION AND CONDITIONS**

You are required to pay a non-refundable deposit of 30 % of the cost of your chosen trip for your booking to be confirmed. If your booking is made within 60 days of the departure date then the full amount is payable at the time of booking. Prices quoted are based on "twin shared" accommodation, always exclude flights (except where specified otherwise) and may be subject to change without notice. A supplement may be charged for single room occupancy. We reserve the right to return your deposit and decline to issue a confirmation at our absolute discretion.

A detailed kit list, and information on travelling to the meeting point will be sent to you upon receipt of your deposit/full payment. Meeting instructions and final trip arrangements will be sent to you two weeks prior to your tour start date.

## **ACCEPTANCE OF BOOKING AND FINAL PAYMENTS**

Acceptance of your booking will be confirmed by us in writing. A booking is not confirmed until we have received full payment for your holiday and you have received a final confirmation from us. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you. Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document immediately.

Please refer to your booking confirmation for details regarding final payments. Payment of the balance of the trip price is due 60 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled in which case the cancellation charges set out below will become payable.

## **YOUR DETAILS**

In order for us to confirm your cycling holiday you must provide all requested details with the balance of the trip price. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Your booking cannot be confirmed without provision of these details.

## **PRE-DEPARTURE DOCUMENTATION**

It is important that you carefully read all trip-related documents that you receive from us as soon as you receive them. It is your responsibility to contact us if any information is incorrect. We cannot accept liability if you do not notify us of any inaccuracies within seven days of your receipt of those documents. This agreement, a waiver of liability and assumption of risk agreement and, if required, a medical statement must be submitted by you. If you fail to submit this and other necessary documentation prior to departure, we reserve the right to treat your booking as cancelled by you and impose the cancellation fees described in this agreement.

## **PRICING**

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays.

The price of your confirmed holiday is at all times subject to variations in:

- i. transportation costs, including the cost of fuel; or
- ii. dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; or
- iii. the exchange rates used to calculate your arrangements.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges and/or additional services or travel arrangements. You will be charged for the amount over and above that, plus an administration charge of Euro 5.00 per person. If this means that you have to pay an increase of more than 10% of the price of your confirmed travel arrangements (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. There will be no change made to the price of your confirmed holiday within 30 days of your departure nor will refunds be paid during this period. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your confirmed holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

## **CANCELLATION BY YOU**

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing. A cancellation will only be effective when we receive written confirmation of the cancellation. We do not offer any refund on monies paid by you and therefore in the event you cancel your booking, we will retain all monies paid by you by way of our cancellation charge. We strongly advise you to purchase trip cancellation and interruption insurance at the time of booking which will cover cancellation fees.

If you leave or have to be removed from a trip for any reason after it has commenced, we are not obliged to make any refunds for unused services. There are no exceptions to this cancellation policy, including for reasons related to weather, terrorism, civil strife, family or medical emergencies, or any other circumstances beyond our control.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified not less than 28 days before departure and you pay an amendment fee of Euro 80 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. If you are unable to find a replacement, cancellation charges as set out will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

## **AMENDMENTS MADE BY YOU**

If you wish to change any part of your booking after our confirmation invoice has been issued, you must inform us in writing as soon as possible and by no later than 60 days prior to the proposed departure date. This should be done by the first named person on the booking. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of Euro 80 per person per change as well as any applicable rate changes or extra costs incurred as well as any costs incurred by ourselves and any costs or charges incurred or imposed by any of our suppliers. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking, we will treat this as a cancellation by you. A cancellation fee may be payable. If you are prevented from travelling it may be possible to transfer your booking to another suitable

person provided that written notice is given. An administration fee will be charged, details available upon request.

If you notify us of any amendments less than 60 days prior to the proposed departure date the refund policy applicable to cancellations will apply. No amendments are permitted to your booking within 10 days of departure.

If any member of your party is prevented from travelling, that person(s) may transfer their place to someone else (introduced by you and satisfying all the conditions applicable to the arrangements) providing we are notified at least 60 days prior to the proposed departure date and you pay an amendment fee of Euro 80 per person transferring, meet all costs and charges incurred by us and/or incurred or imposed by any of our suppliers and the transferee agrees to these booking conditions and all other terms of the contract between us. .

Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

## **CANCELLATIONS BY SWITZERLAND RIDE EPIC!/SWITZERLAND RELO GMBH**

It is unlikely that we will have to make any changes to your travel arrangements, but we do plan the arrangements sometimes many months in advance. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. We also reserve the right in any circumstances to cancel your travel arrangements. For example, due to terrorism, natural disasters, political instability or other external events, or it is not viable for us to operate the planned itinerary and/or if the minimum number of participants required for a travel arrangement is not reached.

Most alterations will be minor and while we will do our best to notify you of any changes as soon as reasonably possible if there is time before your departure, we will have no other liability to you. Examples of "minor changes" include the following when made before departure:

- A change of outward departure time or overall length of your holiday of twelve hours or less

- A change of accommodation to another of the same standard or classification

Occasionally we may have to make a major change to your confirmed arrangements. Examples of “major changes” include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away
- A change of outward departure time or overall length of your arrangements of twelve or more hours
- A significant change to your itinerary, missing out one or more destination entirely

If we have to make a major change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- i. (for major changes) accepting the changed arrangements,
- ii. having a refund of all monies paid; or
- iii. accepting an offer of alternative travel arrangements of comparable standard from us, if available (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the change or alternative booking arrangements.

If we make a major change or cancel, less than 60 days before departure, we will also pay compensation as detailed below:

Period before departure when a major change is notified, and compensation payable per person:

More than 60 days = Euro 0.00

29-60 days = Euro 40

15-28 days = Euro 50

7-14 days = Euro 60

Less than 7 days = Euro 80

We will not pay you compensation where we make a major change or cancel more than 60 days before departure; or in the event that we are forced to make a change or cancel as a result of unusual and unforeseeable circumstances beyond our control, the consequences of which we could not have avoided even with all due care; or if we cancel your arrangements because the minimum number of participants to run the arrangements has not been reached.

The above sets out the maximum extent of our liability for changes and cancellations and we regret we cannot meet any expenses or losses you may incur as a result of change or cancellation including any incidental expenses that you may have incurred as a result of your booking including, but not limited to, visas, vaccinations, travel insurance excess, or non-refundable flights, train or bus tickets. Please note: where accommodation with a higher price than the original accommodation is offered by us and accepted by you, the difference in price will be deducted from any compensation payable. In no case will we pay compensation if accommodation is offered by us and accepted by you with a higher price than that originally booked in the same location where no additional payment is made by you.

We will not pay you compensation and the above options will not be available if we make a minor change or cancel as a result of your failure to make full payment on time or where the change(s) or cancellation by us arises out of alterations to the confirmed booking requested by you.

Very rarely, we may be forced by "force majeure" (see below) to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result.

If we become unable to provide a significant proportion of the services that you have booked with us after you have departed, we will make alternative arrangements for you at no extra charge and, if appropriate in all the circumstances, will pay you reasonable compensation.

## **FORCE MAJEURE**

RIDE EPIC!/Switzerland Relo GmbH will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or non-performance of any of its obligations under this agreement to the extent that any such delay or non-performance is due to any Force Majeure. 'Force Majeure' means any circumstances beyond the reasonable control of RIDE EPIC!/Switzerland Relo GmbH, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil, disturbance, labour strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

If RIDE EPIC!/Switzerland Relo GmbH and/or any of its Suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once RIDE EPIC!/Switzerland Relo GmbH has investigated the prevailing situation, as it deems fit, it shall remain in RIDE EPIC!/Switzerland Relo GmbH' sole and absolute discretion whether to proceed with the tour.

## **ACCEPTANCE OF RISK AND RESPONSIBILITIES AS A TOUR PARTICIPANT**

You acknowledge that the nature of a cycling trip is adventurous, and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However, notwithstanding this, it is also your own responsibility to acquaint yourself with all possible relevant travel information and the nature of your itinerary, and you acknowledge that your decision to travel is made in light of consideration of this information and that you assume the personal risks inherent in such travel.

You also acknowledge and clearly understand that during the course of the trip certain risks and dangers may occur, including but not limited to the hazards of travelling in mountainous regions and that by the very nature of the activities you are exposed to an element of personal risk over and above those associated with conventional holidays. You agree to assume all risks associated with the journey and agree that no liability will attach to RIDE EPIC!/Switzerland Relo GmbH in respect of death, personal injury, illness or delay of the participant, or for any loss of or damage to the property of the participant, including to your bike or other cycling equipment, during the course of the trip.

Furthermore, you must be adequately fit and of an adequate proficiency to undertake the itinerary set out in the tour you have chosen. You therefore accept and consent to the risks inherent in the implementation of this contract and accept as reasonable the limitations of our responsibility as set out in these terms and conditions. You will be required to read and sign a waiver form prior to commencing your tour. This will then form part of your contract with RIDE EPIC!/Switzerland Relo GmbH

RIDE EPIC!/Switzerland Relo GmbH reserves the right to decline, to accept, or to retain any person as a member of any party at any time.

Nothing in this clause or in any part of these Terms and Conditions is intended to exclude or limit RIDE EPIC!/Switzerland Relo GmbH's liability for death or personal injury caused by our negligence.

## **AGE**

**Minimum:** The minimum age for participation on our cycling tours is 18 years. In exceptional circumstance we may allow children between 12 and 18 years-old, accompanied by a responsible adult, to join one of our tours. This decision will be at the discretion of RIDE EPIC!/Switzerland Relo GmbH

**Maximum:** For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and a Self- Assessment form is required for all clients 65 years and over.

## **DISABILITIES AND MEDICAL PROBLEMS**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your participation in the arrangements, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. In certain circumstances, we may require you to produce a doctor's certificate certifying that you are fit to participate in the tour. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

You must be adequately fit to cover the distances and undertake the program set out in your itinerary. If it is felt that any client is not sufficiently fit, healthy, properly equipped or able to complete the tour without affecting its safety, comfort or happy progress, the tour leader at any stage has the right to remove you from the tour.

Medical Treatment: It is a condition of your booking that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.

## **YOUR BEHAVIOUR**

All guests staying with us are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our opinion or in the opinion of your tour leader, any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay or diversion to the tour or other transportation, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave the tour immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made, and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused

by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to departure from the hotel. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

## **YOUR EQUIPMENT**

### Rental bikes for tours in Ecuador and Spain

For tours taking place in Ecuador and Spain, you have the option to hire bikes from RIDE EPIC!/Switzerland Relo GmbH or from third parties for use during the tour. The cost of bike hire is an additional charge to the cost of the tour and therefore not part of the package price. Your contract for hire will either be with RIDE EPIC!/Switzerland Relo GmbH or with the third party. The number of available bikes are limited and bikes may not be available.

### Rental Bikes for tours in other countries

Please note that we do not provide bikes or other cycling equipment as part of the tour in other countries. However, we may offer the option to hire bikes and other cycling equipment for the duration of the trip from third party companies. Please note that such hire does not form part of your arrangements with RIDE EPIC!/Switzerland Relo GmbH (and is not included in the cost) and your contract for the hire is at all times with the third party hire company. If you are interested in bike hire please inquiry by email.

In all circumstances it is your responsibility to ensure you bring a suitable bike with you for participation in the tour, whether this is your own bike or one you have hired from a third party company. You accept that you are responsible for the condition and maintenance of the bike

and any other such equipment you use on the tour. It is also your responsibility to have sufficient insurance for the bike that you use on tour.

Please consult the individual tour pages on our website for recommended bikes suitable for the different tours.

Please note that whilst all reasonable efforts will be made by us to ensure the safe keeping of your bike, we cannot be held responsible for any loss or damage to your bike as a result of your participation in the tour or otherwise.

## **SPECIAL REQUESTS**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed. We do not accept bookings that are conditional upon any special request being met.

## **OUR RESPONSIBILITIES**

1. We will not be responsible or pay you any compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description.
2. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description: a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or b) relate to any business.
3. We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you

book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.

## TRAVEL INSURANCE

Travel insurance is compulsory for all RIDE EPIC!/Switzerland Relo GmbH travellers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance on the first day of your trip; you will not be able to join the trip without it. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## PASSPORT AND VISAS

You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. Passports are required for travelling abroad and should be valid for at least six months after your date of return. We suggest that you apply for or renew a passport early. Other required documents may include visas, permits, and vaccination certificates. You assume complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided. We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## FLEXIBILITY

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

## CHANGE OF ITINERARY

While we endeavour to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

After departure: We reserve the right to change an itinerary after departure as a result of weather, local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you: **please refer to the Trip Notes for your trip for details of Emergency Funds which you agree to carry**, to be used in such instances. In this case, we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

## AUTHORITY ON TOUR

Our group trips are run by RIDE EPIC!/Switzerland Relo GmbH guide. The decision of the guide is final on all matters likely to affect the safety or well-being of any person participating in the trip. If you fail to comply with a decision made by a guide, or interfere with the well-being of the group, the guide may order you to leave the trip immediately, with no right of refund. In such a circumstance, where a traveller is removed from the trip, RIDE EPIC!/Switzerland Relo GmbH accepts no responsibility for their transfer back to the tour end point or any costs incurred therein. Any transport arranged for the traveller in question will be at the sole discretion of RIDE EPIC!/Switzerland Relo GmbH

We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited, and you also agree to travel in accordance with our responsible travel guidelines.

## COMPLAINT PROCEDURE

If you have a complaint during your tour, you must promptly notify RIDE EPIC!/Switzerland Relo GmbH or your tour leader of the problem so that they can attempt to remedy the situation. Failure to do so while you are on tour will extinguish or reduce your ability to claim compensation from RIDE EPIC!/Switzerland Relo GmbH. Further, if you attempt to address the problem on your own without using this notice procedure, you assume responsibility of added costs you may incur and forfeit any potential refunds.

If you are not satisfied after using this notice procedure, you must submit your complaint in writing to RIDE EPIC!/Switzerland Relo GmbH within 14 days of the tour's end date.

## TOUR START DATE

It is your responsibility to be ready to embark on the tour as specified in the itinerary. RIDE EPIC!/Switzerland Relo GmbH is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures. Our responsibilities do not commence until the appointed time at the designated meeting point.

## FLIGHT DELAYS

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact the airline or other transport supplier concerned directly and immediately. As we do not offer flights or other transport as part of our package, we have no liability whatsoever to you in respect of any such delays or cancellations. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them.

## PROMPT ASSISTANCE IN RESORT

In the event that you experience difficulty which is not owing to any fault on our part or which is due to unusual or unforeseeable circumstances, we will do our best to provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements.

## SEVERABILITY

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason than such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

## IMAGE RELEASE

You agree that RIDE EPIC!/Switzerland Relo GmbH may use, re-use and reproduce any images, photos, or videos that you send to us, or that are taken by our guides and/or other participants of you individually or in a group, in any medium, including but not limited to print, electronic media, or internet, free of charge and without your right to inspection, for promoting and publicising our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other Participants during the tour, you must inform our office in writing prior to the start of the tour.

## PRIVACY POLICY

Any personal information that we collect about you may be used for any purpose associated with the operation of a trip or to send you marketing material in relation to our events and

special offers. Any marketing material will be delivered via email and will include options to unsubscribe at any time.

Necessary information may be disclosed to our agents, service providers or other suppliers to enable us to operate the trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

## CONDITIONS OF SUPPLIERS

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from ourselves or the supplier concerned.

## APPLICABLE LAW

The laws of Switzerland govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of Switzerland and both parties submit to the exclusive jurisdiction of the Swiss Courts.

## REGISTERED ADDRESS

RIDE EPIC!/Switzerland Relo GmbH, Dorfstrasse 20, 8165 Oberweningen, Switzerland. Please note that we are a Swiss registered company (CHE-115.980.188). We are based and operate within Switzerland and as such we are governed by Swiss laws. All prices and payments shall be processed in Swiss Francs (CHF) or Euros (EUR). You agree that your booking and contract with us shall at times be governed by Swiss Law and jurisdiction, regardless of where in the world you may reside. We shall comply with Swiss law and regulations so far as they affect our activities under this Agreement.