

# Bike and Hike Granada

Discover Your Next Adventure

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## TERMS & CONDITION

### Conditions Of Travel

- The client will have to strictly follow the hike / ride / other activities Itinerary. There shall be no refund, if the client falls to join the group at the commencement of the tour, or join the group later or leaves the group before culmination of the tour. It shall be noted that for all purposes. It shall be the responsibility of the client to reach the place of commencement of the Tour and register with the hike / Ride / Activity Guide Leader of the company at the appointed place, date and time.
- In case where a client along with his family is compelled to discontinue the hike / ride /activity due to any reason whatsoever including illness, death or loss of any travel documents. No claim shall be entertained for refund of unutilized services. Even if a client is unable to reach the place of commencement of the hike / ride / activity due to any reason whatsoever including loss of baggage or loss of travel documents, his booking shall be treated as “no show’ on the hike / Ride / activity and 100% cancellation charges will be levied
- The company reserves the right to withdraw hike / Ride / activity / membership/ participation of any client whose behaviour is deemed likely to affect the smooth operation of the hike / Ride / Activity or adversely affected the enjoyment or safety of other Hikers / Riders / activity participants and company shall be under no liability to any such person
- The immunities provided under this contract shall be available to THE COMPANY’s employees, directors, Managers including, Employees and Agents but not to the independent contractors by the COMPANY.
- Each of these conditions shall be severable from the other and if any provision be invalid, illegal or unenforceable, the remaining provisions shall nevertheless have full force and effect. No liability on the part of the COMPANY arising in any way out of the contract in respect of any Hike / Ride - Activities facilities shall exceed the total amount paid or agreed to be paid for the Hike / Ride / Activity and shall in no case include any consequential, incidental loss or additional expenses whatsoever.
- It is condition of Booking that the client takes out an Insurance – Client may procure insurance (mandatory) at their own cost. THE COMPANY will not provide any assistance in obtaining any insurance.
- The prices quoted in the website have been calculated at the rate prevailing at the time of published the Itinerary. THE COMPANY reserves the right to amend the

prices published in this website in case of fuel cost, special/high season charges levied by the suppliers hike the charges before the date of the departure and to surcharge accordingly. The client must pay for all such increases in price in full before the departure.

- If no Suit / action is brought against THE COMPANY within 15 days of the last day of the Hike / Ride / Outdoor activities, THE COMPANY shall be discharged from all liabilities under or arising from this contract
- In case of publication of any package scheme offering any discount or benefit by THE COMPANY, THE COMPANY shall have the sole right to withdraw such a scheme or discount at any time unless a specific assurance of the contrary is published.

## **Liability**

1. In the event of THE COMPANY exercising its right to amend or alter any Hike / Ride / Outdoor activities in their website / itinerary after such Hike / Ride / Outdoor activities has been booked, the client have the right:
  - To continue with the Hike / Ride / Outdoor activities as amended or to accept any alternative Hike / Ride / Outdoor activities, which THE COMPANY may offer.
  - In either of these above cases the Client shall neither be entitled to nor THE COMPANY be liable to the client for any damage, additional expenses, consequential loss suffered by him or to pay any amount as refund. In this event that THE COMPANY is unable to conduct a particular Hike / Ride / Outdoor activity, THE COMPANY shall at its own discretion, refund the amount of the cost of the said Hike / Ride / Outdoor activity to the client (after deducting the actual expenses incurred by THE COMPANY on clients booking and on other overheads as applicable from case to case) without any interest on the same. The client will not be entitled to make any grievances thereafter in respect of the same
2. THE COMPANY shall, in no circumstances whatsoever be liable to the client or any person travelling with him/her for:
  - Any death, personal injury, sickness, accident, loss, delay, discomfort, increased expenses, consequential loss and/or damage or any kind of theft, howsoever caused
  - The temporary or permanent loss or damage to baggage or personal effects howsoever caused including wilful negligence on the part of any person
  - Loss of baggage while transferring to Base camp and back to city
  - To ensure safety and protection THE COMPANY requires an European standard helmet to be worn at all times while riding the Bicycle Tour participants.
  - Participation in THE COMPANY cycling tour / hiking / Outdoor activities should only be considered if you are properly trained and in proper physical and medical condition to undertake the tour activities. You are responsible for determining whether you are able to meet the physical demands of the tour and your health

and wellbeing throughout the tour remains your responsibility. If you have any doubts as to your health and fitness to participate, you should consult a medical practitioner before booking

- You agree for yourself and your heirs, executors, administrators and assign to release THE COMPANY, its employees, agents, officers, representatives from any and all claims for loss, damage or injury suffered by you as a direct or indirect result of your participation in the tour and, to the fullest extent permitted by law, you expressly waive any claims you may have against THE COMPANY arising out or in connection with your participation in the tour. You acknowledge that the tour is adventurous, that bicycling and hiking is a strenuous activity and that there are inherent dangers, risks and certain elements of unpredictability associated with participating in the tour. You acknowledge and accept that cycling and hiking is a physically demanding sport carrying with it considerable risk of injury and potential danger of accident or collision which may result in injury and the possibility of death. You assume responsibility and liability for all associated risk of the tour / activity.
  - You are responsible for compliance with all laws of the country or countries in which the tour operates, including all traffic regulations and drug regulations. It is your responsibility to ensure you are aware of these laws and regulations.
3. THE COMPANY shall not be responsible and /or liable for any damages caused to the client due to reasons beyond the control of THE COMPANY (Force Majeure / Vis Majeure)

While enjoying the services provided by THE COMPANY, If any clients acts or omission in damage or loss to THE COMPANY's vendor or service provider which includes but is not limited to (Service provider, transporter etc.) THE COMPANY its directors or such vendor from and against such claims

## **SCOPE OF ACTIVITY**

We are adventure providers organizes only. We do not control or operate any transport neither do we own or control any Hotels, transport vehicle or any other facility or service mentioned in this Website. We take care in selecting all the ingredients in your adventure activity; but because we only selected and inspect them and have no control in running of them, we cannot be responsible for injury, death, loss or damage which is caused by the act or default of the management or employee of any transport operator / Service provider who are the company's independent contractors arising outside our selection and inspection process.

## **DIFINITION**

- Client means the person/ persons in whose name or on whose behalf is made
- Company means "*BIKE AND HIKE GRANADA*", Spain
- Tour cost / price means the amount mentioned in the Tour Cost / Price column in the Website

- Independent Contractors / Service providers means Owner of Transporter, Hotel or any other person or organization who have been selected by the company to render services to the client
- Website means company online platform / e mail / leaflet / Brochures / digital promotional materials, or any other document containing the details about the itinerary / activities on the Hike / Ride / Outdoor activities

## **OTHER TERMS & CONDITIONS**

1. There is no control between the company and the client until the company has received the initial deposit amount per person as specified for each tour package. The full payment must be received in accordance with procedures laid down under Payment Terms. If not paid in the time, the company reserves the right to cancel the booking with consequent loss of deposit and apply scale of cancellation charges as mentioned in the cancellation policy hereunder.
2. The company has the right at any time and for any reason:
  - To terminate the contract after acceptance of the deposit but prior to the commencement of Hike / Ride / Outdoor activity without assigning any reason whatsoever. In the event, the company terminates the contract. The company shall refund the initial deposit amount without payment of any interest.
  - To amend , alter, vary or withdraw any Hike / ride / outdoor activities or facilities it has advertised or published or to substitute an independent contractor of similar class if it is deemed advisable or necessary. In either case, the company shall not be liable for any damage. Additional expense, or consequential loss suffered by the clients or for compensation claims made.
3. No person other than the company, in writing, has the authority to vary, add, attempt or waive any stipulation, representation, term or condition in this website
- 4 . In the event of the company exercising its rights to amend or alter any of the services as mentioned in the itinerary, after such hike / ride or outdoor activities has been booked the client shall have the right:
  - To continue with the Hike / Ride / Outdoor activities as amended or altered
  - To accept any alternative Hike / Ride / Outdoor activities which the company may offer. In either of these above cases the Client shall not be entitled to, or the company shall not be liable to the client for any damage. Additional expenses, consequential loss suffered by him or to pay any amount as refund.
5. In case of any dispute, decision of “Bike and Hike Granada” will be final and binding

## HEALTH AND SAFETY

1. The company shall in no circumstances whatsoever will be liable to the Client or any person travelling for:
  - Any death, personal injury, sickness, accident loss, delay, discomfort, increased expenses, consequential loss and/or damage or any misadventure howsoever caused
  - Any act, omission, default or independent or independent contractor or other person or be any servant, agent or organizations employed by them who may be engaged or concerned in the provision of accommodation, refreshment, carriage facilities or service for the client or for any person travelling with him/her howsoever caused.
  - The temporary or permanent loss of or damage to baggage or personal effects howsoever caused in this condition the expression "Howsoever caused" includes negligence on the part of any person
2. No liability on the part of the company arising in any way out of the contract in respect of any Hike / Ride / Outdoor activity facility shall exceed the total amount paid or agreed to be paid for the tour, and shall in no case include any consequential loss or additional expenses whatsoever.
3. If the client has any complaint in respect of the services provided by any of the independent contractors, the Client shall immediately notify the same in writing to the independent contractor and a copy thereof should be handed over to the Tour Manager of the company in order to enable the company to take up the matter with the independent contractor so that in future other clients do not face the same difficulty
4. Any claim or complaint by the client must be notified to the company in writing within 14 days of this Tour, No claim notified to this company beyond will be entertained and the company shall incur no liability whatsoever in respect thereof
5. Each of this conditions shall be severable from the other end if any provision be invalid, illegal or unenforceable The remaining provisions shall nevertheless have full force and effect.

## INSURANCE

The tour cost does not include the any costs towards the insurance premium. We suggested clients to go for suitable insurance policy on your own. The client has to deal directly with the insurance company in case of settlement of any claim.

## **CHANGE IN TOUR PRICE**

The tour price printed / advertised / quoted to client are dynamic prices. The person booking tour early is likely to get the lowest price as communicated / offered by the company. Subject to availability of seats. Similarly, person booking tour at the last will be offered the highest prices. This pricing module has been adopted to get early booking on tours. Hence it is quite obvious that persons travelling on a same group tour are likely to have paid different tour prices. The company will not entertain any claim whatsoever on account of the same. Also it is clear agreement between either parties that the prices quoted in the proposal / website / brochure. The company reserve the right to amend the price published in this website in case of costs increased before the date of departure. All such increases in price must be paid for in full before departure by the client.

## **FORCE MAJURE**

Acts of God (Including exceptional adverse weather conditions) earth quake, fire, war (declared or undeclared) invasion, rebellion, revolt, riot, civil commotion, civil war, nuclear fission, strike, act (s) of omission / commission by any concerned government (s) or government agencies, judicial or quasi- judicial authorities, occurrence of any event can force the company to change or extended. Hence any additional expenditure occurred due to the above reasons the same will be borne by the participants.

## **ITINERARY CHANGES**

For the comfort and convenience of our participants, we will sometimes reverse the direction, or slightly amend the itinerary. We will try to advise you of these amendments, prior to the start of the tour or on tour. In the event that a tour participant misses on any part of the activity due to delay on his/her part, He/she will not be entitled to claim refund of the same.

## **TRANSPORT / COACH**

We use Vehicles such as Van or similar as per the availability of vehicles and actual size of the group. Our Team manager / local representative will take reasonable care of your luggage but if you are carrying any high value items on the coach, we advise you not to leave them behind when you leave the coach. We will not be responsible or liable in case of theft or robbery of the said items from coach. All baggage and personal effects are at all times and under all circumstances your responsibility. Any damages caused to the Hotel rooms/ coach during your stay, shall be payable by the clients and the company will not be liable for the same.

## **BOOKING POLICY**

- Convenience Fee charged during any transaction would be NON-REFUNDABLE
- In case of any dispute, decision of Bike and Hike Granada will be final and binding

## **MINIMUM NUMBER OF PARTICIPANTS**

The execution of the activity depends on the number of people registered according to number stated in the particular conditions. In the case of an insufficient number of reservations, the company can cancel the trip without having to give the client any extra compensation as long as the client is informed 14 calendar days before the scheduled date for the beginning of the trip

## **PRICES AND CURRENCY**

The price of the trips is always given in euros, the final price in a currency different to euros will depend on the exchange rates on the day of the transaction.

The price include the value added tax when applicable and will remain unchanged during the stated period. The details of each trip will include the services included and the services not included, which are also accepted in these conditions.

## **Agreement between User and “Bike and Hike Granada”**

- Convenience fee charged during any transaction would be NON-REFUNDABLE  
This web site is offered to you conditioned on your acceptance without modification of the terms, conditions and notices contained herein. Your use of this Website constitute your agreement to all such items, conditions and notices which are subjected to amendment without any notice. You agree to click on the link to and familiarize yourself with the Terms of Use and other terms and guidelines found throughout this website and abide by them if you choose to use the site, pages or service to which they apply

## **THINGS TO NOTE**

### **Weather Details**

In Andalusian mountains In the initial days of the post winter season (April- June) days are going to be sunny and warm (18-26 C) while the night temperature at the highest campsite would be in the ranges of 8-15 C in the post summer season (September – November) the days are sunny and clear with temperatures hovering around (14-22 C) the evening start getting cold with the onset of October and nights are comparatively colder (15-18 C) Mid-December onwards it gets cold with onset of snow. This region in mountains experiences snow which melts only by mid-march. During winter months if the day is clear, then it's sunny with very comfortable weather Evenings and nights are cold with temperature going down to about 5 C.

Please keep in mind that the above information is not exact and does not account for sudden changes. Whatever the temperature and conditions rest assured we will be prepared to handle it with ease as we use equipment of very high specifications.

## **PLEDGE TO LEAVE NO TRACE**

Hiking in the Andalusian mountains offers breath-taking views and pristine natural landscapes. As you embark on your journey, remember the principle of Leave No Trace. This ethos advocates for minimizing human impact on the environment.

When hiking in Andalusia, adhere to these guidelines:

- Stick to designated trails: Avoid wandering off marked paths to protect fragile ecosystems and prevent soil erosion.
- Dispose of waste properly: Pack out all trash, including biodegradable items like food scraps and orange peels, as they can take longer to decompose in certain environments.
- Respect wildlife: Keep a safe distance from animals and refrain from feeding them. Remember, you're a visitor in their home.
- Leave what you find: Resist the temptation to take natural souvenirs. Leave rocks, plants, and other natural features untouched for others to enjoy.
- Be considerate of other visitors: Keep noise levels down, yield to others on the trail, and maintain a friendly attitude towards fellow hikers.

By following these principles, you can ensure that future generations can continue to enjoy the beauty of the Andalusian mountains without compromising its natural integrity.

## **OTHER TERMS AND CONDITIONS**

- There may be minimum participant requirement per batch

## **DISCLAIMER**

The Client confirm that he/she is medically fit to participate in all adventure activities and fully accept my personal responsibility of the safety.

THE COMPANY shall not be liable for any physical injury or loss of life causes to the client to such participation.

## **LAW AND JURISDICTION**

For all complaints, Suits, Claims or disputes of whatsoever nature relating to any products including Hike / Bicycle Tours / Outdoor activities by the company and third party products and tours and adventure activities. The courts and tribunals in Spain, Granada alone shall have exclusive jurisdiction. All adventure activities / tours are subject to laws of Government of Spain.



Upon signing the booking form, the above-mentioned terms & Conditions shall be binding on both the Company and Client and shall become the only basis of relations between the parties and all previous communication in whatsoever form or mode whether oral or otherwise, with respect to any terms & conditions of the tour and services shall stand cancelled / revoked / terminated

If you are unsuccessful in any legal action instituted against "Bike and Hike Granada", you agree to pay all "Bike and Hike Granada" cost, including but not limited to any legal costs "Bike and Hike Granada" may incur on a full indemnity basis.

The relationship between "*BIKE AND HIKE GRANADA*" and the client shall be governed by Spanish legislation and any dispute to the courts and tribunal of the city of Granada, Spain.

### **DECLARATION BY THE CLIENT**

I / We have read and accepted the above-mentioned terms & conditions on behalf of the person(s) whose name appears in Booking Form and I am / we are aware that I / we shall be abide by the same. I / We have also read the website / Tour Itinerary and notes therein along with the "Tips for smooth Travel" and I accept the same. I / We have been given the copies of all the above-mentioned documents.

You agree to unconditionally abide, adhere and comply solely at your cost and expenses to all laws, rules, notifications, Travel advisories, guidelines, directives and communications issued from time to time by all or any Governments, Authorities, Ministries, Departments, Local Bodies in Spain or abroad, related to you tour to the foreign destination and / or on your return from the tour to your home destination in Spain or abroad including but not limited to Covid-19 protocols on quarantine, vaccination etc. or in connection with any other pandemic, epidemic, disease, condition etc. which may be communicated by all or any Government, Authorities, Ministries, Departments, Local Bodies in Spain or abroad with or without notice at any point of time whether at the commencement of the Tour / adventure activity and /or on the completion of the tour, as the case may be

"Bike and Hike Granada" is registered under the name "*Sebastin Benjamin Francis*" Sole Trader, with the Spanish Government company registration act. The conditions and terms are subject to Spanish law and to the exclusive jurisdiction of the Spanish courts. Any complaints or grievances you may communicate to [info@bikeandhikegranada.com](mailto:info@bikeandhikegranada.com)

Name of the Client : \_\_\_\_\_

Accepted 

Date : \_\_\_\_\_

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**Avenida Cervantes, nº6, 6ºD, 18008 - Granada, España /Spain**

**Ph: +34 648 805 790**

**info@bikeandhikegranada.com • www.bikeandhikegranada.com**