

At Ticket to Ride we aim to do everything we can to make sure that your experience with us is as safe and fun as possible. To ensure that you know what your responsibilities and our responsibilities are when using our services, please read the following Terms and Conditions. If you have any questions about the Terms and Conditions please contact us before making a booking with us.

TICKET TO RIDE - TERMS AND CONDITIONS

1. DEFINITIONS

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

Event Outside Our Control: has the meaning given in Clause 10 below;

Hire Period: the period of your hire of a bicycle or bicycles and/or ancillary bicycle equipment from Us as set out in the Order Confirmation;

Order: your order to Us for Services (whether placed online, by telephone, in person or otherwise);

Order Confirmation: the written confirmation of your Order issued in accordance with Clause 2.3 below;

Services: 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, as set out in the Order 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; and

Working Day: a day other than a Saturday, Sunday or public holiday in Scotland.

1.2 In these Terms and Conditions, words referred to in the plural will include the singular, and words referred to in the singular will include the plural.

2. OUR CONTRACT WITH YOU

2.1 These Terms and Conditions are the terms and conditions on which We supply Services to you. By placing an Order you are acknowledging that you have read the Terms and Conditions and agree to them.

2.2 When you place an Order (whether that be online, by telephone, in person or otherwise), that does not mean that We have accepted your Order. Our acceptance will take place as described in Clause 2.3 below. If We are unable to supply you with the Services that you have placed an Order for, We will inform you of this and We will not process your Order and We will refund any payment that you have made in respect of your Order.

2.3 These Terms and Conditions will become binding on you and Us when We contact you to tell you that We accept your Order, at which point a contract will come into existence between you and Us. We will provide you with a written Order Confirmation. You must carefully check the details on the Order Confirmation and inform Us immediately if there is any discrepancy between that and your Order – We will not be liable for the consequences of any discrepancy if you fail to do so.

2.4 The contract for your Order will consist of:

2.4.1 the Order Confirmation; and

2.4.2 these Terms and Conditions.

2.5 We are not obliged to accept any Order.

3. CHANGES TO THESE TERMS AND CONDITIONS AND TO YOUR ORDER

- 3.1 We may revise these Terms and Conditions from time to time. The version of these Terms and Conditions in force at the time you place an Order will apply to the contract for that Order.
- 3.2 With the exception of changes to your Order which are expressly permitted by these Terms and Conditions, any changes which you wish to make to your Order after it has been accepted by Us will only be made if We in Our discretion agree to the changes, and additional charges may be payable by you. We will notify you what those additional charges will be and obtain your prior agreement before those additional charges are incurred. Please note that the additional charge for any re-arranged delivery time for bicycles for hire or departure times for transportation will be not less than £30.

4. PROVIDING SERVICES

- 4.1 We will endeavour to provide you with the Services in accordance with the dates and times detailed in the Order Confirmation (if any), but in the case of the Services of (i) cyclist and/or bicycle transportation in Our motor vehicles and (ii) couriating of packaged bicycles, any dates and times stipulated in the Order Confirmation for journey times or delivery are estimates only - see Clauses 5.18 and 5.29 below. There may be delays in performance of the Services due to an Event Outside Our Control. See Clause 10 below for Our responsibilities when an Event Outside Our Control happens.
- 4.2 If you do not pay Us for the Services when you are supposed to as set out in Clause 7 below, We may:
- 4.2.1 cancel the contract for your Order; or
- 4.2.2 suspend the Services with immediate effect until you have paid Us the outstanding amounts.

5. YOUR RESPONSIBILITIES

- 5.1 You undertake to Us that all of the information you have provided, or will provide, to Us in connection with your Order and the Services is true and accurate.
- 5.2 You undertake to indemnify Us against any actions, proceedings, claims, demands, costs, expenses, interest, fines, or damages arising directly or indirectly from any breach of any of your obligations or undertakings under these Terms and Conditions.

Hire of bicycle(s) and/or ancillary bicycle equipment

- 5.3 Clauses 5.4 to 5.13 (inclusive) below shall only apply if the Services include the hire of bicycle(s) and/or ancillary bicycle equipment.
- 5.4 You must provide Us with satisfactory proof of your identity before the Hire Period commences. This should be in the form of your current passport, driving licence, bank debit card or bank credit card. We will not be liable for any delay or non-performance on Our part where you have not provided proof of your identity to Our satisfaction.
- 5.5 You undertake to Us that:
- 5.5.1 you; and
- 5.5.2 any other persons that will be cycling on Our bicycle(s)

are, and will be at all times when using Our bicycle(s) during the Hire Period, free from physical or mental impairment or illness or injury which could reasonably be assessed as affecting the ability of the person in question to cycle safely and in accordance with legal requirements. We do not accept any responsibility for any failure of any person to complete any journey on one of Our bicycles due their lack of fitness or suffering from any physical or mental impairment, illness or injury.

5.6 We recommend the wearing of cycle helmets and high visibility vests at all times when cycling. For no additional charge We will provide helmets and high visibility vests for use during the Hire Period if requested by you. We do not accept any liability for any failure by you or any other person cycling on one of Our bicycles to wear a cycle helmet and/or a high visibility vest. Where We do provide you or any other person that will be cycling on Our bicycle(s) with a helmet or high visibility vest, you will be responsible for ensuring that they fit and are worn properly.

5.7 We recommend that you obtain suitable insurance covering the Hire Period, including for the risk of you having to cancel your trip, damage to or loss of your property, and personal injury.

5.8 You undertake to Us that:

5.8.1 you; and

5.8.2 any other persons that will be cycling on Our bicycle(s)

will cycle responsibly and lawfully at all times during the Hire Period. You acknowledge and accept that cycling carries risks, whether on or off road.

5.9 You undertake to Us that during the Hire Period you will:

5.9.1 not cycle, and you will ensure that no other person cycles, on any of Our bicycles when you/they are unfit to do so through alcohol or drug use or have a blood alcohol concentration above the limit prescribed by road traffic legislation;

5.9.2 keep Our bicycle(s) and equipment safe from damage, loss or theft. When any of Our bicycles are left unattended each bicycle must be securely locked with the bicycle lock We provide to you, to an immovable object in a safe location. Our bicycle(s) and equipment must be kept in a securely locked building overnight. You will notify Us immediately of any loss of, damage to, or theft of any of Our bicycles or equipment however caused;

5.9.3 ensure that Our bicycle(s) and equipment are used in a proper manner and are not subject to any misuse, this includes (but is not limited to) ensuring that no bicycle is overloaded;

5.9.4 take all reasonable steps to maintain Our bicycle(s), including (but not limited to) ensuring that chain lubrication and tyre pressure are correctly maintained;

5.9.5 not offer for sale or otherwise part with possession of any of Our bicycles or equipment;

5.9.6 not remove, and you will ensure that no other person removes, any of Our bicycles or equipment from the United Kingdom without Our prior written consent;

5.9.7 ensure that any person below the age of eighteen years cycling on one of Our bicycles is supervised by a responsible adult at all times during the Hire Period;

- 5.9.8 ensure that Our bicycles are not used to carry passengers other than children of the appropriate age for a child seat or trailer provided by Us; and
- 5.9.9 ensure that Our bicycles and equipment are only used for non-commercial purposes.
- 5.10 You acknowledge and accept that Our bicycles and equipment (including for the avoidance of doubt any cycle helmets and high visibility vests provided by Us in accordance with Clause 5.6 above) are, and will remain, within Our ownership.
- 5.11 You undertake to collect the bicycles and equipment that you have hired from Us:
 - 5.11.1 at the collection date and time specified in the Order Confirmation or, if no such date and time is specified, within the collection period specified in the Order Confirmation; and
 - 5.11.2 at the collection location specified in the Order Confirmation.
- 5.12 You undertake to return all of Our bicycles and equipment to Us:
 - 5.12.1 at the drop-off date and time specified in the Order Confirmation or, if no such drop-off date and time is specified, within the drop-off period specified in the Order Confirmation; and
 - 5.12.2 at the drop-off location specified in the Order Confirmation.
- 5.13 You must contact Us as soon as possible if you know, or think that it is likely, that you will not meet the deadline to return all of Our bicycles and equipment to Us in compliance with Clause 5.12 above. In those circumstances additional charges may be incurred you in accordance with Clause 7.10 below.

Cyclist and/or bicycle transportation

- 5.14 Clauses 5.15 to 5.20 (inclusive) below will only apply if the Services include cyclist and/or bicycle transportation in Our motor vehicles.
- 5.15 You undertake to Us that you, and any passenger for whom you have ordered transportation, will:
 - 5.15.1 not smoke in any of Our motor vehicles;
 - 5.15.2 behave in a safe and responsible manner during any journey in any of Our motor vehicles; and
 - 5.15.3 comply with any instructions given by the driver of any of Our motor vehicles in relation to health and safety during any journey in any of Our motor vehicles.
- 5.16 Each of Our motor vehicles is constructed and licensed to carry a specific number of passengers and you accept that under no circumstances will We permit the number of passengers on any journey to exceed that number.
- 5.17 In the event of any of Our motor vehicles being soiled or damaged by you and/or any passenger for whom you have ordered transportation (including but not limited to as a result of intoxication), you will be liable to Us for the cost of any cleaning and/or repair of Our motor vehicle which We deem necessary (including without limitation a fee for any cleaning or repair works which are carried out by Us).
- 5.18 We do not guarantee Our motor vehicles will perform any journey within a certain period of time. We accept no liability for any from any delay, detention or breakdown

in relation to any of Our motor vehicles unless arising directly from our deliberate action or our negligence.

- 5.19 Our drivers have complete discretion as to the suitability of any road or location for Our motor vehicles to enter or travel through. We accept no liability if any of Our motor vehicles is unable to complete a journey due to the unsuitability of a road or location. We reserve the right to sub-contract a vehicle from another taxi or private hire operator for your journey.
- 5.20 We recommend that you obtain suitable insurance, including for the risk of you having to cancel your trip, damage to or loss of your property, and personal injury.

Bicycle couriering

- 5.21 Clauses 5.22 to 5.30 (inclusive) below will only apply if the Services include the couriering of one or more packaged bicycles.
- 5.22 You must either own the bicycle(s) to be couriered or be authorised to act for the owner.

Us couriering bicycles to you

- 5.23 Where the Services include Us couriering bicycle(s) from Us to you:
- 5.23.1 if specified in the Order Confirmation, We will transport the bicycle(s) from The Seaview Hotel John O'Groats (or such other location in John O'Groats as we may, in our discretion, agree with you) to Our workshop in Inverness;
- 5.23.2 We will disassemble and package the bicycle(s) for couriering;
- 5.23.3 We will dispatch the bicycle(s) for delivery within 3 Working Days of receipt of your bicycle(s) at Our workshop in Inverness; and
- 5.23.4 We will contact you by email to confirm when the bicycle(s) is/are dispatched for delivery.
- 5.24 Where the Services include Us couriering bicycle(s) from Us to you, We will disassemble the bicycle(s) carefully but do not accept any liability for damage to the bicycle(s) occurring during disassembly by Us due to worn, damaged or corroded components. Disassembly may require the removal of seatpost, pedals, front wheel and handlebars – please ensure that these parts are not seized. An additional fee of £30 per hour will be payable by you in relation to any time We require to spend removing seized parts.
- 5.25 Where the Services include Us couriering bicycle(s) from Us to you, upon receipt of the bicycle(s) you will be responsible for reassembly and ensuring that the bicycle(s) is/are roadworthy prior to use. We recommend that you consult an experienced bicycle mechanic if you need assistance to ensure that the bicycle(s) is/are correctly reassembled and safe to use.

You couriering bicycles to Us

- 5.26 Where the Services include Us couriering bicycle(s) from you to Us:
- 5.26.1 you will be responsible for disassembling and packaging the bicycle(s) for couriering. You undertake that the bicycle(s) will be adequately disassembled and packaged so that they will be protected from damage while being couriered, and so that they are not likely to damage other property or injure any person;

- 5.26.2 We will reassemble the bicycle(s). We will reassemble the bicycle(s) carefully but do not accept any liability for damage to the bicycle(s) occurring during reassembly by Us due to worn, damaged or corroded components.
- 5.26.3 We will conduct an examination of each bicycle on receipt and after reassembly and will notify you if We observe any damage or defects; and
- 5.26.4 it is your responsibility to ensure that the bicycle(s) is/are roadworthy prior to use.
- 5.27 Where the Services include Us couriering bicycle(s) from you to Us:
- 5.27.1 We do not accept any liability for damage in transit to any of the bicycle(s) arising from inadequate disassembly or packaging of any of the bicycle(s) or any other matter outwith Our direct control; and
- 5.27.2 You must inspect the bicycle(s) upon delivery and any damage to or destruction of the bicycle(s) must be recorded on the courier's documentation/system at the time of receipt by you and photographed. We do not accept liability for any damage or destruction which is not recorded in that manner.
- 5.28 We may courier the bicycle(s) by any form of transport and by any route We choose and by engaging any carrier or sub-contractor on any terms and conditions that We determine.
- 5.29 The bicycle(s) will be despatched to the delivery address supplied by you (or, if no specific delivery address is supplied by you or it proves impracticable to deliver to that address, to your home address provided by you previously) and will be deemed to be delivered to you when receipt of the bicycle(s) is acknowledged by you or on your behalf following our carrier's or sub-contractor's normal procedures, or when uplifted from the courier's depot by you or on your behalf, or 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 carrier or sub-contractor to that effect.
- 5.30 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.

6. IF THERE IS A PROBLEM WITH THE SERVICES

- 6.1 In the event that you experience any problem with the Services, please contact Us and tell Us as soon as possible.
- 6.2 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.

Hire of bicycle(s) and/or ancillary bicycle equipment

- 6.3 Clauses 6.4 to 6.6 (inclusive) below shall only apply if the Services include the hire of bicycle(s) and/or ancillary bicycle equipment.
- 6.4 In the unlikely event that the specification of bicycle that you have ordered for hire is not available for the Hire Period (for example because the bicycle has been unexpectedly damaged and is in need of repair) then We will aim to offer you a replacement bicycle, subject to a replacement bicycle being available to Us. If the

replacement bicycle offered to you is less well-equipped than the bicycle that you originally ordered, We will deduct the difference between the hire price of the bicycle that you originally ordered and the hire price of replacement bicycle from the price payable by you. If you do not accept Our offer of a replacement bicycle, or if We are unable to offer a replacement bicycle, you will be entitled to:

- 6.4.1 cancel the contract for your Order and receive a refund of the price that you have paid for your Order; or
- 6.4.2 continue with your Order with a deduction made to the price of the hire price of the non-available bicycle and any equipment for that bicycle,

and We will have no other liability to you in relation to the non-availability of the specification of bicycle ordered.

6.5 In the event that you experience any mechanical failure with any of Our bicycles:

- 6.5.1 you must contact Us and tell Us as soon as possible;
- 6.5.2 you are authorised to approve repairs to Our bicycles of up to £50 (for the avoidance of doubt, that is £50 in total and not £50 per bicycle hired). Any repairs which will cost in excess of £50 must be authorised by Us in advance of being carried out. Subject to Clause 6.6 below, We will reimburse you for any repair works permitted by this Clause 6.5.2 and paid for by you, provided that you provide Us with a valid receipt from the party who carried out the repair works concerned. You will be liable for the cost of any repair works which you instruct otherwise than in accordance with this Clause 6.5.2;
- 6.5.3 subject to Clause 6.6 below, if a repair cannot be completed within 24 hours, We will endeavour to provide you with a replacement bicycle for the remainder of the Hire Period (subject to availability to Us), and if We do not provide you with a replacement bicycle you will be entitled to a refund of the hire charge for the bicycle in question in respect of the remainder of the Hire Period. Unless we agree otherwise, You will be responsible for the costs of returning the original bicycle to Us and delivering the replacement bicycle to You.

6.6 We will have no liability to you in relation to a mechanical failure in any of Our bicycles which results from reckless, negligent or imprudent use, or any other use in contravention of these Terms and Conditions, by you or any other person during the Hire Period. We will have no obligation to provide you with a replacement bicycle or refund in accordance with Clause 6.5.3 above. You will be responsible to Us for the cost of any repairs required as a result of such reckless, negligent or imprudent use, or any other use in contravention of these Terms and Conditions, and the cost of return carriage of the bicycle(s) concerned to Us.

Bicycle couriering

- 6.7 Clauses 6.8 to 6.11 (inclusive) below will only apply if the Services include the couriering of one or more packaged bicycles.
- 6.8 Where the Services involve Us couriering bicycle(s) from Us to you, you must inspect the bicycle(s) upon delivery and any damage to or destruction of the bicycle(s) must be recorded on the courier's documentation/system at the time of receipt by you and photographed. We do not accept liability for any damage or destruction which is not recorded in that manner or for any matter outwith our direct control.
- 6.9 In the event of any damage to or destruction of the bicycle(s) during the course of couriering, you must notify Us not later than 7 days after the date of delivery of the bicycle(s) to you and provide Us with photographs of the damage or destruction and evidence of the value of the value of the bicycle(s) concerned immediately prior to the

damage or destruction. We will not have any liability for any damage or destruction which is not so notified to Us within that period.

- 6.10 If you do not receive the bicycle(s) within 2 Working Days of the scheduled delivery date notified by Us to you, you must notify Us immediately. We will not have any liability for any non-delivery which is not so notified to Us in accordance with this Clause 6.10.
- 6.11 We will be entitled to investigate any claim of damage to or destruction of or loss of bicycle(s) and you will co-operate with Our investigations. We may contact the police if We consider appropriate.

7. PRICE AND PAYMENT

- 7.1 The price of the Services will be confirmed by Us before you place an Order. That price excludes any additional charges which may become payable by you in accordance with Clauses 7.7, 7.8 and 7.10 below.
- 7.2 Our prices may change at any time, but (except as provided for in Clause 7.3) price changes will not affect Orders that We have already accepted in accordance with Clause 2.3 above, with the exception that price changes will apply to any additional charges payable under Clause 7.10 below.
- 7.3 Our prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of commencement of the Services, We will adjust the rate of VAT that You pay, and you will pay any such additional VAT on demand, unless You have already paid for the Services in full before the change in the rate of VAT takes effect.
- 7.4 The price payable for the couriering of packaged bicycle(s) must be paid by you at the time We accept your Order. This payment will be non-refundable save in the circumstances detailed in Clauses 2.2, 11.1, 11.2 and 12.1.
- 7.5 The price payable for the hire of bicycle(s) and/or ancillary bicycle equipment and for cyclist and/or bicycle transportation in Our motor vehicles must be paid by you in accordance with this Clause 7.5. You are required to make an advance payment of 50% of the price of the Services at the time We accept your Order. The balance of the price will be payable:
 - 7.5.1 for the hire of bicycle(s) and/or ancillary bicycle equipment, at the start of the Hire Period; and
 - 7.5.2 for cyclist and/or bicycle transportation in Our motor vehicles, on the date specified in the Order Confirmation.

The price will be non-refundable save in the circumstances detailed in Clauses 2.2, 6.4, 6.5.3, 11.1, 11.2 and 12.1.

- 7.6 We accept payment by cash, credit card, debit card or PayPal. We also accept payment by cheque but payment will only be deemed to have been made by cheque once the payment concerned is received as cleared funds in Our bank account.
- 7.7 Additional charges may be payable by you if changes are made to your Order in accordance with Clause 3.2 above.
- 7.8 Additional charges will be payable by you in accordance with Clause 5.24 above if We are required to remove seized parts during disassembly of any bicycle.
- 7.9 Where the Services include the hire of bicycle(s) and/or ancillary bicycle equipment, neither late pick-up of bicycle(s) and/or equipment from Us, nor early return of bicycle(s) and/or equipment to Us will entitle you to any refund of the price.

- 7.10 If you do not return all of Our bicycles and equipment in accordance with Clause 5.12 above, you will incur a charge of one full day's hire charge in respect of the overdue bicycles and equipment, plus one full day's hire charge in respect of the overdue bicycles and equipment for each subsequent calendar day or part of a calendar day that Our bicycles and equipment are overdue, charged at Our then current hire-charges. This Clause 7.10 does not prejudice any other rights or remedies which We may have against you in relation to the late return of Our bicycles and equipment.
- 7.11 If you make payment to Us by credit card, you agree that We may charge any amounts due by you in relation to the contract for your Order to that credit card (including (but not limited to) amounts due for any damage to Our bicycles or equipment, or late return of Our bicycles or equipment). Any such payments may be processed during or after the performance of the Services.

8. ACCIDENTS

- 8.1 Clause 8 shall only apply if the Services include the hire of bicycle(s) and/or ancillary bicycle equipment.
- 8.2 If you are, or any other person is, involved in an accident involving any of Our bicycles or equipment during the Hire Period you shall:
- 8.2.1 ensure the safety of any persons involved;
 - 8.2.2 contact the emergency services as appropriate;
 - 8.2.3 report the accident to the police, regardless of the estimated cost involved;
 - 8.2.4 if possible take photographs of the damage to Our bicycle(s) and equipment and any other vehicles involved;
 - 8.2.5 if possible obtain the names, addresses and telephone numbers of the persons involved and of any witnesses and the registration numbers of any motor vehicles involved; and
 - 8.2.6 contact Us as soon as possible on 01463 419 160.
- 8.3 In the interests of personal safety you must not attempt to, and you must ensure that no other person attempts to, cycle any of Our bicycles that has been involved in an accident without obtaining Our prior permission.
- 8.4 If any of Our bicycles is involved in an accident then subject to availability, and at Our discretion, We may provide you with a replacement bicycle for the remainder of the Hire Period. We will not provide you with a replacement bicycle if We know or, acting reasonably, We suspect that the accident in question was a result of reckless, negligent or imprudent use, or any other use in contravention of these Terms and Conditions, of any of Our bicycles. Unless we agree otherwise, You will be responsible for the costs of returning the original bicycle to Us and delivering the replacement bicycle to You.
- 8.5 You agree to provide, and you will ensure that any other persons who cycled on Our bicycles will provide, all reasonable assistance requested by Us in relation to any claims or proceedings arising against Us in relation to any accident involving Our bicycles during the Hire Period, including (without limitation) providing information requested or giving evidence in court proceedings.

9. OUR LIABILITY TO YOU

- 9.1 Subject to Clauses 9.2 to 9.5 (inclusive) below, if We fail to comply with the contract for your Order, We are responsible for loss or damage you suffer that is a foreseeable

result of Our breach or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by you and Us at the time we entered into the contract for your Order.

- 9.2 Subject to Clause 9.5 below, We will under no circumstances whatever be liable to you (whether in contract, delict (including negligence), breach of statutory duty, or otherwise) for any loss of profit, or any indirect or consequential loss arising under or in connection with the contract for your Order.
- 9.3 Subject to Clause 9.4 and Clause 9.5 below, Our total liability to you in respect of all losses arising under or in connection with the contract for your Order (whether in contract, delict (including negligence), breach of statutory duty, or otherwise) will in no circumstances exceed double the price payable by you in relation to your Order.
- 9.4 Subject to Clause 9.5 below, in relation to Services of the couriering of packaged bicycle(s), Our liability in relation to any damage to or loss of or destruction of your bicycle(s) is limited as follows:
- 9.4.1 Our liability for any damage is limited to the actual cost of repair required to fix the damage subject to a maximum limit of £500 per bicycle (or, if you have paid an additional fee agreed with Us for a greater level of liability, that level for which you have paid); and
- 9.4.2 Our liability for any total loss or destruction of your bicycle(s) is limited to the current "second-hand" value of the bicycle(s) concerned as determined by Us acting reasonably.
- 9.5 We do not exclude or limit in any way Our liability for:
- 9.5.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors; or
- 9.5.2 fraud or fraudulent misrepresentation; or
- 9.5.3 any other matter for which it would be unlawful for Us to exclude or limit or attempt to exclude or limit Our liability.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the contract for your Order that is caused by an Event Outside Our Control.
- 10.2 An Event Outside Our Control means any act or event beyond Our reasonable control. This includes (without limitation) strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under the contract for your Order:
- 10.3.1 We will contact you as soon as reasonably possible to notify you; and
- 10.3.2 Our obligations will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

- 10.4 We may cancel the contract for your Order if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in Clause 12.1 below. Your right to cancel the contract for your Order in the event of an Event Outside Our Control is detailed in Clause 11.2 below.

11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 11.1 You may cancel the contract for your Order with immediate effect by giving Us written notice if We breach the contract for your Order in any material (serious) way and We do not correct or fix the situation within a reasonable period of you asking Us to do so in writing. In the event of such cancellation, you will receive a refund of the price paid for any Services which you did not receive.
- 11.2 You may cancel the contract for your Order by giving Us written notice if due to an Event Outside Our Control the performance of Our obligations under the contract for your Order is suspended for longer than two weeks. In the event of such cancellation, you will receive a refund of the price paid for any Services which you did not receive.
- 11.3 Cancellation of the contract for your Order will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of cancellation, including (without limitation) the right to claim damages in respect of any breach of the contract for your Order which existed at or before the date of cancellation.

12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

- 12.1 We may have to (and shall be entitled to) cancel the contract for your Order due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. If this happens:
- 12.1.1 We will promptly contact you to let you know;
- 12.1.2 if you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you; and
- 12.1.3 We may (in Our discretion) make a payment of compensation to you, which payment will not exceed double the price payable for the Services that have not been provided to you and which will be in full and final settlement of any claim you may have against us in relation to the Services. We will not make any such payment of compensation where cancellation is due to an Event Outside Our Control.
- 12.2 We may cancel the contract for your Order at any time with immediate effect by giving you written notice if:
- 12.2.1 you do not pay Us when you are supposed to as set out in Clause 7 above; or
- 12.2.2 you breach the contract for your Order in any other material (serious) way which either:
- 12.2.2.1 cannot be corrected or fixed; or
- 12.2.2.2 is capable of being corrected or fixed but has not been corrected or fixed within the reasonable period of time stipulated by Us when We asked you to correct or fix the breach; or
- 12.2.3 acting reasonably We believe that you or any other person who is intended to be cycling on one of Our bicycles or travelling in any of Our motor vehicles, is not in a condition fit for compliance with these Terms and Conditions; or
- 12.2.4 the Services include the hire of bicycle(s) and/or ancillary bicycle equipment and any of Our bicycles and/or equipment appears to Us, acting reasonably, to have been abandoned; or

12.2.5 the Services include the hire of bicycle(s) and/or ancillary bicycle equipment and acting reasonably We believe that any of Our bicycles and/or equipment may not be returned by you to Us in compliance with Clause 5.12 above; or

12.2.6 acting reasonably We believe that the safety of any person and/or the condition of any of Our bicycles and/or equipment and/or Our motor vehicles are endangered,

and in the event of such cancellation, you will not be entitled to any refund of the price you have paid.

12.3 Cancellation of the contract for your Order will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of cancellation, including (without limitation) the right to claim damages in respect of any breach of the contract for your Order which existed at or before the date of cancellation.

13. REPOSSESSION

13.1 Clause 13.2 to 13.4 (inclusive) below shall only apply if the Services include the hire of bicycle(s) and/or ancillary bicycle equipment.

13.2 We will be entitled to repossess all of Our bicycles and equipment:

13.2.1 on cancellation of the contract for your Order for any reason; and

13.2.2 at the expiry of the Hire Period.

13.3 In the event of cancellation of the contract for your Order for any reason, you undertake to co-operate with Us to arrange for the prompt return of Our bicycles and equipment to Us. You will be liable for the cost (if any) incurred in returning Our bicycles and equipment to Us in the event of cancellation under Clause 12.2 above.

13.4 If for any reason you remain in possession of any of Our bicycles or equipment following the expiry of the Hire Period or after cancellation of the contract for your Order, until such time that all of Our bicycles and equipment are returned to Us you undertake to Us that you will continue to comply with the obligations imposed on you and undertakings granted by you under these Terms in Conditions in relation to Our bicycles and equipment as though the Hire Period were still ongoing, including without limitation the obligations and undertakings in Clauses 5.1, 5.5 to 5.10 (inclusive), 6.5, 6.6 and 8.2 to 8.5 (inclusive).

14. INFORMATION ABOUT US AND HOW TO CONTACT US

14.1 We are a sole trader business established Scotland. Our address is The Pavilion, Bellfield Park, Inverness, IV2 4SZ. Our registered VAT number is GB176253692.

14.2 If you have any questions or if you have any complaints, please contact Us by telephoning 01463 419 160 or e-mailing info@tickettoridehighlands.co.uk or by post at Ticket to Ride, The Pavilion, Bellfield Park, Inverness, IV2 4SZ.

14.3 If you wish to contact Us in writing, or if any Clause in these Terms and Conditions requires you to give Us notice in writing, you can send this to Us by hand, by pre-paid post, or by email to Ticket to Ride at The Pavilion, Bellfield Park, Inverness, IV2 4SZ or info@tickettoridehighlands.co.uk. If We have to contact you or give you notice in writing, We will do so by hand, or by pre-paid post, or by email to the address you provide to Us with your Order. We may also contact you by telephone using any number you provide to Us with your Order.

15. HOW WE MAY USE YOUR PERSONAL INFORMATION AND YOUR PHOTOGRAPHS

15.1 We will only use the personal information you provide to Us:

15.1.1 to provide the Services;

15.1.2 to process your payment for the Services;

15.1.3 to contact you by email for feedback on Our Services; and

15.1.4 as stipulated in Clause 15.2 below.

- 15.2 You agree that We may use any photographs that you provide to Us on any website operated by Us and in Our marketing materials for no charge. You warrant to Us that you own the copyright in any such photograph and obtained the consent of anyone featured in such photograph. If you request, We will include a credit to you as the copyright owner in any use by Us of any such photograph.

16. OTHER IMPORTANT TERMS

- 16.1 We may transfer Our rights and obligations under the contract for your Order to another organisation, and We will always notify you in writing if this happens.
- 16.2 You may only transfer your rights or your obligations under the contract for your Order to another person if We expressly agree in writing.
- 16.3 The contract for your Order is between you and Us. No other person will have any rights to enforce any of its terms.
- 16.4 If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 16.4 will not affect the validity and enforceability of the rest of these Terms and Conditions.
- 16.5 If We fail to insist that you perform any of your obligations under the contract for your Order, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 16.6 The contract for your Order is governed by Scottish law. You and We both agree to submit to the non-exclusive jurisdiction of the Scottish courts.