

## - Terms & Conditions



## 73Tracks Bike Camps -

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Legal notice :

SAS Tarentaise Bike / 73Tracks

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SAS with a capital of 8000 €

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APE / NAF CODE : 9319Z

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Professional Civil Liability : MMA, N° 145045530

Website host : OVH

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## **General Conditions of Sale For Bike Camp & Activities**

### **Article 1: Services**

All guides of 73Tracks Bike Camps hold a mountain biking diploma validated by the French State and have a valid professional card authorising the teaching and supervision of mountain biking.

Bike camp sessions are conducted in groups. To enable the smooth running of the course participants must be of a similar level. 73Tracks Bike Camps is unable to physically pre-assess all levels of each participant prior to registration, therefore each participant is responsible for the technical level according to the descriptions mentioned on the registration form.

73Tracks Bike Camps reserves the right to move a participant, whose level does not correspond to the declaration, into a group more suited to their level. Please note, this is subject to the availability and capacities of the other members of the group and participants are not able to claim any reimbursement or compensation for this.

## **Article 2: Insurance & liability**

73Tracks Bike Camps is covered by its own Professional Civil Liability insurance.  
Contract number: 145045530, SARL SAGA - Exclusive agent MMA N ° ORIAS 09046847  
www.orias.fr 5 RUE PIERRE SEMARD BP54 69922 OULLINS CEDEX Tel 0478517233 [jean-francois.bellet@mma.fr](mailto:jean-francois.bellet@mma.fr).

All mountain bike guides are state-certified and have individual professional civil liability insurance covering for any damage caused to a third party (documents available on request).

73Tracks Bike Camps cannot be held liable for accidents caused to a third party by other participants. (All participants must hold their own personal liability insurance.)

73Tracks Bike Camps cannot be held responsible for any breakage, deterioration, theft of rented or personal equipment. The purchase of the “Lessons + Equipment” package deal does not include insurance and no liability is on the part of 73Tracks Bike Camps.

During the stay with 73Tracks Bike Camps insurance is not included. It is strongly advised all clients take out an insurance specific to mountain biking, as well as repatriation assistance covering search and rescue costs, or check the clauses of the current insurance contract. All declaration formalities must be carried out by the client.

Unfortunately, mountain bike accidents do happen. If an injury occurs during the stay, Tarentaise Bike 73Tracks are unable to reimburse and an insurance claim must be made to the personal insurance company directly.

In the event that 73Tracks Bike Camps organise the transfer to and from the airport, the company will do everything to respect transport times and schedules. In no case can the company be considered responsible for any delay, unless due to negligence. Any costs resulting from a delay cannot be attributed to Tarentaise Bike 73Tracks.

It is strongly recommend to take out travel insurance covering any cancellations before booking the stay.

## **Article 3: Registration & reservation procedure**

Reserving any of the services of 73Tracks Bike Camps implies full acceptance of the general conditions of sale.

Registrations for all courses must be made online using the form available on the website. Validation is only effective once a deposit of 30% has been made. The final cost must be settled no later than 60 days before the arrival date without the recall of 73Tracks. In the case of a reservation less than 60 days before departure, the total cost is payable.

A minimum number of 4 participants is required. If the minimum number is not achieved, 73Tracks Bike Camps reserves the right to suspend any services and offer a postponement date.

73Tracks Bike Camps ensures availability of the course offered at the time of booking.

73Tracks Bike Camps reserves the right to refuse a reservation if the person does not meet the level criteria.

Dates are precise, however 73Tracks Bike Camps reserves the right to modify if necessary for reasons such as weather, staffing or other incidents.

Please note, once a reservation is confirmed, the company ensures no additional charges to any existing arrangements reserved within the original contract. However any changes by the client may be liable to cost alterations.

During any moment before the confirmation of your reservation 73Tracks Bike Camps reserve the right to increase or decrease the price of the stay following changes to agreements with service providers. Any costs by the carriers with which a separate contract has been agreed (even if organised via 73Tracks) may be subject to variations for which the carrier is responsible and not 73Tracks.

#### **Article 4: Price & payment conditions**

The total price is indicated on the technical information sheet at the time of reservation, and all elements included in the price are clearly detailed.

Confirmation is upon payment and a payment must be made by bank transfer only. Bank transfers are payable to SAS Tarentaise Bike 73Tracks. Bank transfer details are found on the relevant booking form. The payment confirms the contract between the participant and Tarentaise Bike 73Tracks. A booking confirmation voucher will be provided as proof of purchase.

The full payment, as indicated in the booking confirmation, must be made 60 days before arrival. Failure to make this payment will constitute a violation of the contract where Tarentaise Bike reserves the right to cancel the reservation and withhold the 30% deposit.

#### **Article 5: Cancellation conditions**

##### **5.1 Cancellation due to the customer :**

Cancellations must be made by written confirmation. A cancellation can be made at any time. In the event of a cancellation after a confirmation, the following costs are payable:

- 60 days or more before departure: loss of the 30% deposit
- Between 60 and 30 days: 50% of the total amount
- Between 0 and 30 days: 100% of the total amount
- Group: applicable depending on the number of places cancelled.

In the event of a cancellation on behalf of the participant, no reimbursement or financial compensation may be requested.

73Tracks Bike Camps will try to respond to any reasonable request to change a reservation made after confirmation. Additional fees may be charged if necessary to cover costs of any changes.

##### **5.2 Cancellation due to 73Tracks Bike Camps**

A cancellation may occur if a minimum number of participants are not registered 30 days before the beginning of the course.

By definition, outdoor activities are subject to weather and field conditions. Consequently, in the interests of safety and quality of the service 73Tracks Bike Camps reserve the right to make necessary modifications to any element of the stay when circumstances beyond control amount to a case, such as a 'force majeure'. In the event of cancellation or modification of the stay, the company will inform participants as soon as possible and will endeavour to offer an equivalent service in

which the client is free to accept or not. If a decision to cancel the reservation is made, a full refund will be given. Tarentaise Bike cannot be held responsible for these modifications.

## **Article 6: Equipment**

If the participant uses personal equipment, it must be good quality, well maintained and adapted to the chosen sport. Mechanical maintenance on personal equipment is not included in the course. Compulsory equipment and protection are: a helmet approved according to European standards, gloves, knee pads and elbow pads, all in good condition, back protection or backpack equipped with a back protector, a first aid kit and an emergency repair kit for the bike, correct shoes and clothing. Do not forget any maintenance products or spare parts necessary for the proper functioning of all personal equipment.

For rental equipment make sure to fill in any requirements and sizes on the reservation form.

## **Article 7: Health & Safety**

### **7.1 Health**

The sporting nature of the course requires a good general physical condition, without medical contraindication. As a precaution if a participant has a particular pathology, 73Tracks Bike Camps asks for the instructor / guide to be notified and to also mention it in advance on the booking registration form. The participant must then provide a medical certificate of which confirms the safe practice of the sport.

### **7.2 Security**

Mountain biking takes place in a specific environment and often the activity is a risk as it takes place in isolated places, with specific equipment, on a rough terrain. The practice requires the participant to personally take care of their own safety and that of third parties. The guides responsibility is limited to an obligation of means.

For the smooth running of the stay it is up to the participant to strictly comply with the instructions given. 73Tracks Bike Camps cannot be held responsible for the consequences of participant/third party actions if instructions are ignored.

The participant must respect the safety instructions given at all times and agrees to comply with them fully. The participant further declares they are equipped with all responsibilities in the event of an accident, theft or damage of any kind.

## **Article 8: Deterioration & damage**

Any damage occurring to the accommodation, transport or trailer will be invoiced and must be paid before the end of the stay. A prosecution will be initiated in the event of non-payment.

## **Article 9: Interruption & exclusion**

In the event of an interruption by the participant alone for any reason whatsoever concerning accommodation, catering, transport or supervision, during a stay, no refund may be claimed.

Tarentaise Bike 73Tracks reserves the right to stop and exclude, at any time and without notice, a participant whose behaviour disturbs the smooth running of the stay and safety of the group (endangering others or oneself). In this situation, the responsibilities to the person(s) concerned, including all subsequent arrangements (accommodation, catering, transportation) will cease immediately. Tarentaise Bike 73Tracks are not responsible for covering any costs or expenses they may incur as a result. No refunds or compensation are concerned.

## **Article 10: Minors** (conditional approval)

Any reservation of a minor in a program requires prior consent of 73Tracks Bike Camps. The minimum age to participate in a stay is 16 years. The registration of a minor implies that their legal representative accepts the general conditions of sale outright. They authorise Tarentaise Bike 73Tracks to act independently and responsibly in the event of an accident or a need for hospitalisation. In the event of an accident or illness, the legal guardian will be immediately notified. Upon booking the minor's ID and health records must be provided and will be kept for the duration of the stay.

## **Article 11: Discretion and confidentiality**

The participant agrees to not disclose any confidential and internal information to third parties or unauthorised persons and respects the right of reserve, discretion and confidentiality of Tarentaise Bike 73Tracks.

Itineraries cannot be the subject of any dissemination outside of the stay. A customer who participated in a stay at 73Tracks Bike Camps will not be able to communicate the itineraries, full or partial. The dissemination of information such as GPS tracks, mapping software and topographic maps of all kinds are prohibited. Any distribution, without prior consultation or approval by Tarentaise Bike 73Tracks will be systematically pursued.

## **Article 12: Image rights**

As part of the stay all clients agree to the capturing and free reproduction of visuals (photo and film), both individually and collectively. These visuals can be used for the purpose of advertising or promoting 73Tracks Bike Camps.

## **Article 13: Settlement of disputes**

Both parties endeavour to resolve amicably any difficulties that may arise. If no amicable agreement can be reached, all disputes relating to the validity, interpretation and execution of the agreement will be governed exclusively by the rules of French law.

All complaints, of whatever nature, must be made by registered letter within a maximum of 10 days after the end of the stay or activity. All disputes, whatever their nature, will come under the jurisdiction of French civil and commercial courts, including ruling on matters of interim measures.

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