

## **Nissen Sports sàrl-s / Life In Motion - Terms and conditions**

### **General rules**

For safety reasons, the customer must be aware of, understand and comply with these rules while using our services or equipment:

1. Exercise caution and follow domestic and traffic law.
2. Always bring mobile phone, cash and valid ID papers.
3. Nissen Sports sàrl-s provides E-bikes and helmets for all participants. -You can choose to bring your own helmet if you wish to.
4. Nissen Sports sàrl-s is not liable for items lost by the participant. The organizer is also not liable for items damaged by other participants or third parties.
5. Always bring adequate clothing for riding bikes.
6. Use of headphones or mobile phone while riding is forbidden.
7. Do not take any unnecessary risks, and ride within own technical ability.
8. Never cut blind corners. There may be oncoming traffic or other hidden obstacles.
9. Never overlap the wheel with another rider. This is dangerous and may cause an accident.
10. Pay attention to and follow the guide's instructions. Do not leave the group unless the guide grants you permission to do so.
11. Repeat the guide's hand signals when deemed safe.
12. Wait along the route if you are unsure about the directions.

### **Safety and responsibility**

#### **Liability and indemnity**

The customer acknowledges that cycling involves inherent risks and agrees to assume all responsibility for their safety and the safety of others.

All tours booked are done at your own risk. Nissen Sports sàrl-s shall not be liable for any loss, damage, illnesses, injury, death, accident with third party, delay or irregularity experienced by you while using our services or equipment, regardless of how it arose, even in such instance of an error, or omission by Nissen Sports sàrl-s, its employees or

agents in carrying out the arrangements of the tour, or acting otherwise in connection with the tour.

The customer hereby held harmless Nissen Sports sàrl-s, its employees and agents from and against any costs related to liability, loss, injury, damage, penalty, fine, settle mentor expense (including but not limited to fines, damages awarded, costs of mitigating damages) or any other claims of whatsoever nature or kind made by any third parties whatsoever arising out of this agreement.

Under no circumstances shall Nissen Sports sàrl-s be liable for any indirect or consequential damages, or special damages arising out of or relating to its rendering of services or failure to render those services.

Nissen Sports sàrl-s makes route recommendations based on general safety and enjoyment, but cannot guarantee that a route will be suitable for all customers. It is the customer's responsibility to assess their own skill level and physical condition and to make appropriate decisions regarding route selection and cycling activities. Nissen Sports sàrl-s cannot be held liable for any incident or accident that may occur during the provision of these services, except in cases of negligence on the part of Nissen Sports sàrl-s. The customer has the burden of proof in establishing such negligence.

### **Equipment Care and Responsibility**

The equipment including any accessories is delivered by Nissen Sports sàrl-s in perfect conditions of use.

The equipment shall be returned in the same good condition as it was when delivered to the customer. The customer is required to take proper care of the equipment. The customer is liable for any damages, loss, or theft of the equipment from the time it is handed over until it is returned. In the event of any such circumstances occurring during the rental period, not due to expected wear and tear, the customer shall be fully responsible and must immediately cover the full cost of repair and/or replacement of the equipment at market price. The participant is solely responsible for any damage or breakage of the equipment provided. Repair or replacement costs will be assessed on a case-by-case basis, depending on the severity and the provider.

### **Bookings and cancellation policy**

All group booking requests are confirmed upon receipt of payment. When Nissen Sports sàrl-s receives the customer's payment, an email will be generated confirming the booking. The customer has to contact Nissen Sports sàrl-s immediately in case of not receiving the confirmation email.

Prices are subject to change without notice. All our listed online prices are incl. VAT.

Once the booking request is received, invoiced and full payment made, the customer's payment is refundable as per the conditions below:

- (a) Less than 48hrs before scheduled tour = No refund
- (b) Less than 72hrs before scheduled tour = 50% refund
- (c) More than 72hrs before scheduled tour = 90% refund
- (d) Nissen Sports sàrl-s shall refund 95% of the tour fee for all tours cancelled due to inclement weather\*

\*This decision shall be made by solely by Nissen Sports sàrl-s on the day of the scheduled tour and communicated to the customer as soon as possible. The customer has to refer to the "Rainy Day Policy" below. Should the customer choose to cancel the day tour for any other reason, conditions (a) – (c) above will apply.

### **Rainy Day Policy**

All the elements of a tour can't be controlled in advance, and unfortunately rain and bad weather are one of those.

Nissen Sports sàrl-s has a policy in place to ensure that the customer get the most out of a rainy-day tour.

On the day of the scheduled tour, Nissen Sports sàrl-s will solely make the decision regarding the suitability of the weather conditions for the tour. The decision will be communicated to the customer as soon as possible. Nissen Sports sàrl-s take the below approach, when it comes to touring on a rainy day:

1. Cycling in the rain will be done if the customer accepts to do so (On rainy, cloudy or cold days an alternative flat route is planned) If the customer doesn't accept to ride in the rain, then point 2 below has to be applied.
2. Nissen Sports sàrl-s reschedule the tour to an alternative convenient date for the customer, according to Nissen Sports sàrl-s availability. Only if the customer is unable to reschedule the tour to an alternative date, a full refund of the tour fee will be applicable.

Nissen Sports sàrl-s will be in touch with the customer via phone, text or email on the morning of the tour to confirm the day's plan and activity.

The customer is free to get in touch with Nissen Sports sàrl-s if he has any concerns about the above.

## **Use of photographic and video images**

The customer consent to Nissen Sports sàrl-s using photographs and video footage from the bike tours for marketing related purposes.

## **Customers under 18 years**

To participate in a scheduled tour, customers must be at least 18 years old. Customers under 18 years are welcomed to participate in a booked tour, but have to be accompanied by a parent. Nissen Sports sàrl-s is happy to help select the date and destination that will meet the specific need of “children on tour”. Additionally, children who wish to ride an e-bike from Nissen Sports sàrl-s must be at least 14 years or older and minimum 1,55m of height.