



HORATIO'S GARDEN CYCLE RIDE 2016 BOOKING TERMS AND CONDITIONS

Section A

1. Organiser of the ride

Horatio's Garden organises the Chalke Valley cycle ride and their responsibilities are limited to the organisation of the ride as set out in these guidelines.

2. Payment

Please pay the registration fee to Horatio's Garden when you book.

You must pay any surcharges to Horatio's Garden in accordance with Section B clause 11.

If all your payments are not received by Horatio's Garden for the ride in full and on time, your place on the ride will not be guaranteed and your registration fee will be lost. Your booking will be treated as cancelled by you and section B clause 13 will apply.

3. Your responsibilities

You must not do anything or fail to do anything that is reasonably likely to cause Horatio's Garden to be held in low esteem before, during or after the ride.

All information you give Horatio's Garden including all the information provided on the registration forms, insurance forms and medical questionnaire, has to be complete, true and accurate. Failing to comply with this in any material aspect means that Horatio's Garden is entitled to cancel your booking and the Registration Fee will be retained.

4. Information provided by you

Where necessary, Horatio's Garden provides the personal information given by you to the various suppliers who provide each element of the ride.

Section B

1. Booking

Please complete and sign the registration form and return with the necessary payment at the time of booking. **Your completed medical questionnaire should be returned within 10 days of receiving your information pack.**

Except where no registration fee is applicable, Horatio's Garden will not accept any registration form without the appropriate registration fee as a firm booking.

2. Confirmation of the ride

Once Horatio's Garden has received your registration form, medical questionnaire and all appropriate payments, your ride, subject to availability, will be confirmed with a booking confirmation email. Please check this carefully as soon as you receive it. You must contact Horatio's Garden immediately if any information in the confirmation email or any other document appears to be incorrect or incomplete as it may not be possible to make changes later.

3. Contract for the ride

A contract between you and Horatio's Garden begins when the confirmation email is sent to you.

4. Minimum numbers

Please be aware that the ride has a minimum number of participants required for it to go ahead. A ride may be cancelled due to insufficient numbers up to 56 days prior to departure.

5. Itinerary

Horatio's Garden starts planning the event many months in advance. On occasion, Horatio's Garden needs to make changes to a planned event and to ride arrangements both before and after bookings have been confirmed. Horatio's Garden will always aim to avoid changes and cancellations, however Horatio's Garden must reserve the right to do so.

Very rarely, Horatio's garden may be forced by "force majeure" (see Clause 15 in section B "Horatio's Garden's Liability" below) to change or terminate the ride after departure but before the scheduled end of your time away. This is extremely unlikely but if this situation does occur, Horatio's Garden regrets it will be unable to make any refunds (unless it obtains any refunds from its suppliers), pay you any compensation or meet any costs or expenses you incur as a result.

6. Event participation and responsibility

The ride may involve hazards which are natural to the activities involved in it. These inherent hazards increase the risk to participants of personal injury, death, illness, and/or loss or damage to property. By making your booking with Horatio's Garden you acknowledge and accept the inherent hazards involved in the ride. Except as set out in these booking conditions, Horatio's Garden cannot accept any liability for any personal injury, death, illness, loss or damage to property or any other loss or damage you incur as a result of your participation in the ride.

7. Personal insurance

Personal insurance is optional for clients participating in this event. You will travel with your personal property including baggage, solely at your own risk at all times. You are wholly responsible for arranging your own insurance should you wish to do so.

8. Medical details

Horatio's Garden requires a complete medical questionnaire from any participant aged over 65 years of age or if you have any medical condition that could be adversely affected by exercise, such as a heart condition or asthma. You must provide Horatio's Garden with a signed medical questionnaire and further information as necessary from your doctor. See also Section A Clause 3 above.

9. Complaints

If you have a complaint about any part of the event, please inform Horatio's Garden. It is only if Horatio's Garden have been informed about the problems that there will be the opportunity to put things right. Any complaints must be communicated to Horatio's Garden in writing, no later than 28 days after the end of the ride.

10. Price increase

Horatio's Garden promises not to levy a surcharge within 30 days of the start of the ride.

11. Equipment

Participants taking their own equipment on the ride including a bike are responsible for any charges for transportation to and from the ride.

12. Participants

Horatio's Garden reserve the right on reasonable grounds to refuse participation to anyone at any time without having to disclose the reason. Your entitlement to participate depends on our being satisfied that there are no circumstances under which Horatio's Garden ought properly to decline your participation. Horatio's Garden decision on your participation shall be final and binding. Horatio's Garden however will not exercise this right without having clear grounds to do so. In any circumstances where Horatio's Garden decides that you may not participate your Registration Fee will be refunded to you in full.

13. Cancellations

If you wish to cancel, please inform Horatio's Garden in writing. Effective date of cancellation will be taken from the date Horatio's Garden receive your notice. Cancellation fees will consist of the registration fee which is not refundable any amendment fees which are also not refundable.

If you would like to make any changes to your confirmed booking, you need to notify Horatio's Garden as soon as possible.

14. Registration form

Signing your registration form or submitting your online booking form signifies your agreement to abide by the decisions and itinerary set by Horatio's Garden, and these decisions are final.

15. Horatio's Garden Liability

Horatio's Garden will not be responsible for any injury, illness, death, loss (including loss of enjoyment of possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or error(s) of the person(s) affected or
- the act(s) and or/error(s) of a third party not connected with the provision of your ride and which were unexpected or inevitable or
- 'force majeure' as defined below

Force majeure: Except where otherwise expressly stated in these booking conditions, Horatio's Garden regrets it cannot accept liability or pay any compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage or loss (as more fully described above) as a result of "force majeure". In these booking conditions, "force majeure" means any event which Horatio's Garden could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside Horatio's Garden's control.

16. Conditions of suppliers

Many of the services, which make up the ride are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions (see Clause 15). Copies of the relevant parts of these terms and conditions are available on request from Horatio's Garden or the supplier concerned.

17. Special Requests

If you have any special request, please advise Horatio's Garden in writing when you book. Horatio's Garden will endeavour to accommodate any reasonable requests, however Horatio's Garden regrets it cannot guarantee any request will be met unless Horatio's Garden has specifically confirmed this. If your request is important to you, you should acquire confirmation in writing from Horatio's Garden that your request will be complied with (where it is possible for Horatio's Garden to give this). Confirmation that a special request has been noted or passed on to Horatio's Garden or the inclusion of this special request in your confirmation letter or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. Horatio's Garden regrets it cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

18. Photographs and publicity material

Horatio's Garden reserves the right to use without payment any photographs and images taken at the event by their employees or volunteers, or forwarded by any person on the event or connected to the event, in their newsletters, leaflets on their website, in their social network marketing activities or for use in any other relevant promotional material.