

Terms & Conditions

Hibernia Cycling Tours Terms and Conditions of Use

Please read the full Terms and Conditions of Use hereunder before using this site or booking a tour with Hibernia Cycling Tours (hereinafter referred to as “Hibernia”). These Terms and Conditions of Use apply to your use of this website (hereinafter referred to as the “Site”) and all the services or products purchased by you.

Your use of the Site is expressly conditioned on your acceptance of the Terms and Conditions of Use contained herein. By using the Site you are confirming your consent to and acceptance of these Terms and Conditions of Use. Further, or in the alternative, you are subject to the Terms and Conditions of Use when you complete the booking form provided for on the Site (hereinafter referred to as the “Booking Form) and all persons named on the Booking Form are deemed to have read and accepted the Terms and Conditions of Use. If you do not agree with any part of the following Terms and Conditions of Use, you must not use the Site or submit the Booking Form. We reserve the right to change these Terms and Conditions of Use from time to time at our sole discretion.

1. Legal Capacity

You hereby confirm and represent that you are eighteen years or over. You understand that you are financially responsible for all uses of the Site by you. You warrant and represent that all information provided by you is true and accurate and all information provided by you on behalf of any other person is true and accurate.

2. Invitation to Treat

All the services or products sold through Hibernia and the Site are not an offer by Hibernia to sell any service or product, but an invitation to you to make an offer to us and we are free to accept or reject these offers.

3. Ownership

The content of the Site and the ownership rights and intellectual property rights, including copyright, rest with Hibernia. You acknowledge that copyright subsists in all software, including HTML code, provided in association with the service which expression shall also include

associated companies including, where the context requires, our third party suppliers and any other person involved with the provision or maintenance of the Site.

4. Limited Licence

We grant you a limited, non-transferable licence to use the Site in accordance with these Terms and Conditions of Use. You may only use the Site to make legitimate reservations or purchases and shall not use the Site for any other purposes. The Site and content provided in the Site may not be reproduced in any way without our written consent. Unauthorised use of the Site may violate applicable copyright, trademark or other intellectual property laws or other laws. You are prohibited from posting or transmitting any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that violates any law on the Site. In addition, you are prohibited from posting or transmitting any information which (a) infringes the rights of others or violates their privacy or publicity rights (b) is protected by copyright, trademark or other proprietary right unless with the express written permission of the owner of such right, (c) contains a virus, bug or other harmful item, or (d) is used to unlawfully collude against another person in the restraint of trade or competition. You shall be solely liable for any damages resulting from any infringement of copyright, trademark or other proprietary right, or any other harm resulting from your use of the Site.

5. Links

You may not establish and/or operate links to the Site without our prior written consent. We may withdraw such consent at any time at our sole discretion.

6. Non-Commercial Use Only

You may only use the Site for your own personal use (which will at all times be reasonable and not abusive) or for purposes legitimately connected with purchasing our products and services.

7. Disclaimer/ Exclusion of Warranty

We do not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any content, search or link on it. The Site and its content are delivered on an "as-is" and "as-available" basis. We cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. We disclaim all warranties, express or implied, including also any implied warranties of merchantability and fitness for a particular purpose. We will not be liable for any damages of any kind arising from

the use of the Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages. We make no guarantee of any specific result from use of the Site.

8. Contract

No contract shall come into existence until Hibernia receives the Booking Form and deposit. The terms of the contract are contained solely in the contents of the Site and the Booking Form. The contract may be terminated by Hibernia with no refund to the participant in the event that a participant behaves in such a way that endangers the participant, any other member of the tour or a member of Hibernia.

9. Deposit.

In order for persons to secure a place on one of the tours provided by the Site, a non-refundable deposit of €250.00 per person is required to be paid to Hibernia in advance by Paypal or bank transfer. In the event that persons wish to book group tours, please contact us directly at bookings@hiberniacyclingtours.ie.

10. Final Payment

Final payment must be made five weeks before the start of any of the tours provided for on the Site. Final payment can only be made in Euros and must either be paid through Paypal or bank transfer. We can only accept these payment methods. If a booking is made within 5 weeks of the start of the tour, then full and final payment must be sent with the Booking Form.

11. Content of Tours

Please note the content of each of the Tours provided by the Site, particularly the section entitled 'Whats Included' and 'Whats Not Included'. By using the Site and/or sending Hibernia a Booking Form you are deemed to have read and accepted the content of the Tours.

12. Limitation of Liability

We assume no responsibility, and shall not be liable for, any damages or viruses that may infect your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video or audio from the Site. In no event shall we or any third party suppliers be liable for any injury, loss, claim, damage, or any special, exemplary, punitive, incidental or consequential damages of any kind (including but

not limited to lost profits or lost savings), howsoever arising including but without limitation (i) any use of the Site or content found herein, (ii) any failure or delay, or (iii) the performance or non performance by us or any third party supplier including but not limited to, non performance resulting from bankruptcy, reorganisation, insolvency, dissolution, or liquidation. If, notwithstanding the foregoing, we or any third party supplier should be found liable for any loss or damage which arises out of or is in any way connected with any of the above described functions or uses of the Site or its content, our liability and that of any third party suppliers shall in no event exceed, in the aggregate, the greater of €500.

Hibernia shall not be liable for any damage caused to the Consumer by the failure to perform the contract or the improper performance of the contract where the failure or the improper performance is due neither to any fault of Hibernia nor to that of another supplier of services because:

- (a) the failures which occur in the performance of the contract are attributable to the Consumer;
- (b) such failures are attributable to a third party unconnected with the provision of the services contracted for, and are unforeseeable or unavoidable; or
- (c) such failures are due to (i) unusual and unforeseeable circumstances beyond the control of Hibernia or other supplier of services, the consequences of which could not have been avoided, even if all due care had been exercised; or (ii) an event which Hibernia or the supplier of the services, even with all due care, could not foresee or forestall.

In the case of damage other than death or personal injury or damage caused by defamation or by the wilful misconduct or gross negligence of Hibernia the amount of compensation which will be paid to the Consumer will be limited to, in the case of an adult an amount equal to double the inclusive price of the holiday to the adult concerned and in the case of a minor an amount equal to the inclusive price of the holiday to the minor concerned. Hibernia's liability will not exceed any limitation applicable under any international convention governing or relating to the provision of the service complained of in the place where they are performed or due to be performed, even if that convention has not been ratified or applied in the Republic of Ireland. In respect of carriage by road, the Geneva Convention 1973; and, in respect of hotels, the Paris Convention 1962 may apply. For the avoidance of doubt, this means that Hibernia is to be regarded as having all benefits of any limitations of liability and compensation contained in any

of these conventions or any other international conventions applicable to the Consumer's tour. A copy of the Conventions referred to above, can be supplied on request.

In the event of any liability on the part of Hibernia for injury, illness or death, no payment will be made unless the following conditions are complied with:

- (I) the Consumer must advise Hibernia in relation to the injury or illness while the Consumer is on the tour and must also write to Hibernia within three months of the completion of the tour;
- (II) the Consumer must transfer any rights that the Consumer has, in respect of such injury, illness or death against any person to Hibernia;
- (III) the Consumer must co-operate fully with Hibernia to enable Hibernia or its insurers to enforce such rights.

13. Errors and Omissions

We will use reasonable endeavours to correct any errors and omissions as soon as practicable after having been placed on notice of same. For example a price, product, service or other detail displayed or presented on the Site may result in a price, product, or service or other detail being incorrect. Where this occurs, we reserve the right to cancel any contract with you, without any liability to you.

14. Governing Law

This Agreement and its performance shall be governed by the laws of the Republic of Ireland and is subject to the jurisdiction of the Irish Courts.

15. Termination

We may terminate your use of the Site and these Terms and Conditions of Use and/or the provision of any of the services or products at any time for any reason, including any improper use of the Site or your failure to comply with these Terms and Conditions of Use. Such termination shall not affect any right to relief to which we and our third party suppliers may be entitled, at law or in equity.

16. Cancellation.

If a cancellation is made by a Consumer after deposit but before the beginning of the five week period described at clause 10 above, all deposits are returned except 125 EUROS per person. If a cancellation is made by a Consumer after the beginning of the five week period described at clause 10 above or after the due start of one of the tours provided for on the Site, no refunds are available. THERE ARE NO EXCEPTIONS, including weather or other factors beyond our control.

We reserve the right to cancel any tour prior to departure for any reason, in which case a full refund will be processed.

Where the Consumer is prevented from proceeding with the holiday, he may transfer his booking to a person who satisfies all the conditions required to be satisfied by a person who takes the holiday, having first given Hibernia reasonable notice in writing of his intention to do so before the departure date (such notice shall not be less than 21 days prior to the date of departure).

The transferee of the Consumer must read the Terms and Conditions of Use and sign a Booking Form and comply with any other requirements of Hibernia applicable to the holiday.

(b) A Consumer who transfers a holiday booking shall be jointly and severally liable with the transferee to Hibernia for payment of any balance due in respect of the holiday and for a substitution fee of €100 per person substituted.

(c) Insurance is not transferable.

(d) In accordance with the terms of Clause 1(a) the Consumer who transfers a holiday booking and the transferee should be aware that some suppliers, impose cancellation fees and apply restrictions which are not within the control of Hibernia and for which Hibernia shall not be held liable.

17. Insurance

Trip cancellation insurance is not included in the tour price but is strongly recommended. This will protect you should you need to cancel for certain necessary reasons such as illness, and provides your refunds for air and tour in full. Additional insurance for travel and health/accident is a prerequisite. We assume that you are taking protection through a provider of your choosing

once final payment is made and by participating on one of our tours you are guaranteeing and representing that you are insured for travel and health/accident.

18. Privacy

All information provided in a booking will be kept in a confidential manner and will not be disclosed or sold to other companies for any purpose beyond what is needed to secure your travel arrangements with our suppliers. Credit card information will be destroyed or deleted from files, but mailing information and past travel information will be retained by us. You may receive mailings from us periodically unless you explicitly ask to be removed from said mailings. Any photos that you send, or that are taken by our guides with your permission, are deemed to be our property and available for use in promotions we make without any compensation to you for their use.

You are enrolling in an active adventure vacation and accept the Terms and Condition of Use above as stated. You understand what self-guided travel involves (if applicable) and agree that you are capable of managing by yourself during the tour and comfortable with the independent aspect and freedom of travel that this style of vacation offers.

19. Physical Health

All persons to take part in any of the tours provided for on the Site will do so at their own risk, and if there is any doubt as to their fitness or ability to take part in any activity based holiday they should consult their physician as to whether they should participate in any of the tours provided for on the Site. All persons taking part in tour and representing to Hibernia that they have undertaken the necessary training and are physically fit.

20. Behaviour on Tours

All participants must behave in a way that does not endanger others and treat each other with respect and courtesy. This can involve participants helping other participants that are in need of assistance. Should a participant not behave according to this clause, Hibernia reserve the right to exclude the participant from further participation in the tour notwithstanding any contractual rights Hibernia may have against the participant.

21. Helmets

Hibernia requires that all participants wear helmets at all times during cycling.

22. Bicycles

All bicycles are transferred at the owner's risk.

23. Special Needs

It is the consumer's responsibility to inform Hibernia prior to booking whether a person to participate in the tours provide by the Site has special needs. If no disclosure is made, then no liability rests with Hibernia should no disclosure be made. Hibernia reserves the right to decline to provide a holiday for any person with special needs

24. Complaints

(a) If the Consumer wishes to make a complaint in relation to a tour, he/she must immediately inform Hibernia's representative at the location where the Consumer is when the complaint arises and shall, if Hibernia requires, complete a form setting out the detail of the Consumer's complaint. If the Consumer fails to comply with such requirement, Hibernia shall be entitled to recover the cost from the Consumer of any additional expense incurred by it in carrying out subsequent investigation of a complaint, which is found to be unjustified.

(b) The Consumer shall be obliged to notify Hibernia in writing of any complaint not later than 28 days after his return to the port of departure or termination of the holiday whichever is the earlier and no complaint received thereafter shall be entertained.

25. Alteration by the Consumer

If after acceptance by Hibernia a Consumer wishes to alter a holiday, Hibernia may do so at its discretion if practicable. A request for alteration must be made by the Consumer in writing to Hibernia and must be accompanied by a payment of €100 per person, which payment is not refundable. If the alteration is impracticable the original holiday arrangement shall continue to apply. No alteration by the Consumer shall be effective until such time as Hibernia issues written confirmation of acceptance of such alteration and the contract between Hibernia and the Consumer shall be thereby amended to include such alteration. If only some of the Consumers booking request a change, which is found to be practicable, a price adjustment for all

Consumers on the same booking may be payable and must be discharged on the date shown in Hibernia's written confirmation of such change. If default is made by the Consumer in complying with the foregoing requirements, Hibernia shall have the right to cancel the holiday in accordance with Clause 16 and the cancellation charges as provided for in Clause 16 are payable by the Consumer. Once travel has commenced, no changes or alterations may be made by the Consumer and no refunds shall be made in respect of travel arrangements, which are not availed of.

26. Alterations and Cancellations by Hibernia

(a) Without prejudice to the Consumer's statutory rights, Hibernia reserves the right to alter, change, curtail or cancel a holiday.

(b) If as a consequence of "force majeure" (as defined in sub-paragraph (f) of this clause), Hibernia is obliged to curtail, alter, extend or cancel a holiday, the Consumer shall not be at liberty to maintain a claim for compensation or otherwise for any loss arising as a consequence of the said curtailment, alteration, extension or cancellation of the holiday.

(c) A minimum number of bookings are required for a programme of holidays. Hibernia's obligation to provide that programme shall be contingent upon Hibernia receiving and maintaining that minimum number of bookings. In the event that Hibernia does not receive the minimum number of bookings or having received such minimum number has that number reduced by reason of cancellations or transfers by the Consumers or otherwise, Hibernia shall be entitled to cancel or curtail the relevant programme at any time up to 4 weeks prior to the departure date and the Consumer shall not be entitled to make a claim for loss arising as a consequence of cancellation or curtailment in these circumstances. Hibernia shall notify the Consumer within seven days of any cancellation or curtailment necessitated by the foregoing circumstances.

(d)(i) If prior to the departure date there is a cancellation, alteration, change or curtailment relating to a holiday, which results in a change of resort or in the type of accommodation offered, or some other change which fundamentally alters the tour, the Consumer shall be entitled to

withdraw from the contract without penalty or to accept the alteration to the contract.

(ii) The Consumer shall inform Hibernia of his decision to accept the alteration to the contract or to withdraw from the contract, in writing, within 7 days from the date upon which the Consumer was notified of a circumstance falling within Clause 26(d)(i) Where the Consumer confirms

acceptance of the alteration to the contract, the contract between Hibernia and the Consumer shall thereby be amended to include such alteration.

(iii) Where the Consumer withdraws from the contract pursuant to Clause 26(d)(i) or where Hibernia, for any reason other than the fault of the Consumer, cancels the package prior to departure the Consumer is entitled:-

(a) to take a replacement package of equivalent or superior quality if Hibernia is able to offer such a replacement, as may be offered by Hibernia; or

(b) to take a replacement package of lower quality if Hibernia is able to offer such a replacement and to recover from Hibernia the difference in price between that of the package purchased and the replacement package, as may be offered by Hibernia; or

(c) to have repaid as soon as possible all the monies paid under the contract.

(iv) In the event that the offer of an alternative holiday is not accepted by the Consumer, in writing, within such time as shall be determined by Hibernia, from the date of the offer of the alternative holiday Hibernia shall assume that the Consumer has declined such offer and the Consumer shall only be entitled to return of payments made.

(e) Further, where Hibernia cancels, alters, changes or curtails the holiday as contemplated in Clause 26(d)i the Consumer shall be entitled to receive compensation in accordance with the scale set out in this sub-paragraph. No compensation shall be payable where the alteration is for the reasons referred to in Clauses 26(b) or 26(c) or where the Consumer accepts the alteration as provided for in Clause 12(d)(ii).

Notification Period Prior to departure date: Compensation per Person:

Within 8 weeks 13 Euro

Within 6 weeks 25 Euro

Within 4 weeks 38 Euro

Within 2 weeks 50 Euro

(f) The Consumer should be aware that some suppliers, such as carriers, impose cancellation fees

and apply restrictions which are not in the control of Hibernia and for which Hibernia shall not be held liable. In this Booking Form the term "force majeure" means unusual and unforeseeable circumstances beyond the control of Hibernia or other suppliers of services, the consequences of which could not have been avoided even if all due care had been exercised or an event which Hibernia or the supplier of services even with all due care could not foresee or forestall, including, Acts of God, natural disasters, adverse weather conditions, fire or other destruction of any vessel, craft or vehicle to be used in connection with a holiday, riots, acts of war, civil

commotion, exercise of legislative, municipal, military or other authority, strikes, industrial action, requisition of equipment, mechanical breakdown, shortage of fuel, insolvency or default of any carrier or service supplier connected with a holiday, fraud perpetrated against Hibernia or any other reason beyond the control of Hibernia.