



Terms & Conditions - Bike Rentals

Note: The payment of any amount (i.e. first payment, subsequent payment or full payment) to Sportours confirms that the customer agrees to the terms and conditions bellow.

1 - Definitions

1.1 - Sportours

„Sportours“ is a brand from the bike tour operator „Taborda Tours, Unipessoal Lda.“ created in 2014 with head office in Rua Cantor Zeca Afonso 730 - 6A, 4200-534 Porto (Portugal) and has the european VAT-Number PT-510983090. From now on, we shall be referred as: **we, our, us or Sportours.**

1.2 - Client

The buyer and transferee of the rental or any other person that satisfies all the conditions required for the use of the service, on whose behalf the contractor agrees to rent the bike(s) without consideration from now on, shall be referred as: **you, client, traveller, guest or customer.**

2 - Responsibility

By registering for a tour or event, you agree that you accept all terms and conditions herein and that this is a directive for Sportours to perform services on your behalf. All persons named in the booking are subject to this agreement, which implies acceptance of all terms by all persons named, and that as the facilitator you have made all persons aware of these terms. Sportours are not liable for personal injury, death, damage to property or other loss whether arising from accident, cancellations, delays or any other situation that may occur. Sportours clients should insure against any and all such possibilities. ([see chapter 7 - Insurance](#))

It is assumed that all customers are competent handlers of a multi-range gearing bicycle; assume the risks associated with the activity that they have booked.

2.1 - Our Responsibilities

Sportours is responsible to supply you with all requested services (ex: bike rental, bike transport, luggage transfer, etc...) as agreed on e-mails.

2.2 - Your Responsibilities

Sportours is committed to making your rental as pleasant and fun as possible, but we require your help to do so. For example, we rely on you to provide us with necessary personal information: name, age, height, contact number (mobile) and an appointment so we can assign the right bike for you. We also ask that you respond to our questions in a timely manner so as not to delay the planning process.

The customer is responsible for riding the bicycle with respect for drivers and pedestrians and respecting the local laws:

2.3 - Travel Documents and Passports

It is your responsibility to ensure that you have a valid passport and meet all necessary entry requirements of the country or countries you will be visiting. These requirements vary by country and nationality and can change from time to time. Sportours will do its best to inform Travellers of these general requirements, but we ask that you contact the appropriate embassy(ies)/consulate(s) in your country of residence. Sportours is not responsible for delays, changes or costs of any kind due to incomplete, expired or inaccurate Traveller documentation.

3 - Prices and payments

The announced prices are only valid for the dates referred on our previous communication.

All payments are preferred via direct bank transfer, but there are other payment methods ([see chapter 3.4 - Payment method](#)).

3.1 - First payment*

The initial payment is 20% of the overall costs (bike+other extras), shall be paid upon ordering/booking or upon submitting a legally binding request.

3.2 - Rest of payment or full payment*

The balance must be paid no later than 14 days before the starting date of the rental.

If the booking is less than 14 days prior to the starting date, then final payment will be due once the registration is confirmed.

**Failure to pay the above mentioned amounts by the due dates constitutes grounds for termination of this contract and the initial/first payment won't be refunded.*

3.3 - Currency

We accept payments in Euro (EUR or €) only.

Any currency conversion charges should be made at the expense of the customer.

3.4 - Payment method

3.4.1 - Direct bank transfers (wire transfer)

The payment is preferred via direct bank transfer. Please contact us to ask for our bank account details. Please be sure the transfer includes a reference to your name, tour name, and/or invoice number. Please also email us with the receipt of the transfer with reference number at info@sportours.pt.

3.4.2 - Credit cards / Paypal

Credit cards and Paypal don't provide any free services and that's why we are forced to charge you some non-refundable fees. You can avoid this by paying by direct bank transfer. ([see chapter 3.4.1](#))

3.4.2.1 - Credit cards

We charge you 2% surcharge based on the total cost if you want to pay by credit card (VISA or Mastercard).

3.4.2.2 - Paypal

Paypal users will be asked to pay more, since Paypal's fees are higher:

4% for EU customers and from EURO-countries

6% for non-EU customers or non-EURO countries

4 - Cancellation policy / refunds

We highly recommend that you purchase travel insurance ([see chapter 7 - Insurance](#)), including trip cancellation/interruption insurance.

If the customer for any unfortunate circumstance needs to cancel the rental, please notify us as soon as possible via email info@sportours.pt. The following cancellation fees apply:

- Cancellation more than 14 days prior to the tour start date: full initial payment.
- Cancellation 8-13 days prior to the rental start date: the cancellation fee is 50% of the overall cost.
- There are no refunds for cancellations less than 7 days from the start date of the rental.
- Special groups have special cancellation conditions
- Upon notice of more than 21 days, it is possible to transfer payments to another date within the same year only. ([see chapter 5](#))
- Refunds take 2-4 weeks to process from the date written cancellation is received.
- There are also no partial refunds for starting a rental late or departing early; or for inclement weather; or other circumstances beyond our control such as a personal or medical emergency, or travel related issues.

5 - Transfer payment / Booking transfer to another person

If any person is prevented from travelling, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the holiday, subject to both persons accepting joint and several liability for full payment of the rental price and our charge for confirming the transfer and any additional costs arising from the transfer. We must be given reasonable notice of the transfer request, which is considered to be at least 21 days prior to the departure date.

This procedure must be within the same year only and will be subject to availability of our bikes.

6 - Rented/loaned material

6.1 - Briefing / material security deposit

One of many services we provide is to organise a briefing with all guests.

Therefore we invite you to join us at the established date&time in our store (or other predetermined place) where you will suggest you some routes. After the briefing we deliver you the requested bikes.

Also on this meeting we ask you to make the respective security deposit. This security deposit will be made with a credit card. At the end of the rental please return us or deliver the loaned material (in the same condition in the departing day) to our partners (hotels / bike shops / transfer partners) and we will refund you the accordingly deposit.

6.2 - Maintenance

Although all our bikes are professionally serviced, bicycles may need tuning or maintenance during the course of the rental period; such maintenance will be carried out at the renter's expense. Sportours will cover the cost of damages due to equipment failures beyond the customer's control; i.e. damage occurred during transport or worn parts. Any deficiencies must be communicated to us within 24 hours of receipt of the equipment. To be eligible for a refund on such parts and service, you must provide us a photo of the damaged or worn parts and an invoice for new parts or services. We are responsible for structural deficiencies such as damaged frames, worn bottom brackets, suspension and wheel hubs. We aren't responsible for the following occurrences during bike rental: gear tune ups / punctures / broken spokes / broken chains / broken derailleurs / broken drop-outs / wheel rim damage / torn saddles / damage beyond the control of Sportours and resultant of client use or misuse.

6.3 - Bicycle maintenance knowledge

Since the customers are undertaking an unassisted bicycle tour, we strongly recommend that he should have some basic bicycle maintenance knowledge. Customers are responsible for minor repairs to the bike, for example repairing punctures. A list of the closest bike shops can be provided on request.

Customer agrees he/she will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair and replace lost or stolen, damaged or broken bicycles or parts or to reimburse Sportours for said equipment. Therefore regardless of the party at fault, customer understands and agrees to be responsible for the theft or damage to said equipment.

6.4 - Bike friendly accommodations

Since you are riding on your own, we strongly suggest you before you book your accommodation to search for bike friendly accommodations or even for a small but safe place to keep the bike(s) during night.

Leaving bikes on the street at night is a risk that you should avoid.

6.5 - Subleasing / swapping prohibited

Customer understands and agrees that any subleasing of rental equipment is prohibited.

Even swapping bikes between guests (from other bookings) without approval from Sportours isn't allowed.

On these cases we shall immediately cause termination and cancellation of this contract.

7 - Insurance

We strongly recommend cancellation/interruption and accident insurance to prevent any losses in case of rental cancellation/interruption, medical, personal accident, loss of luggage and personal belongings and liability cover. It is the responsibility of the client to apply directly to the insurance company in own country. The customer should purchase a trip cancellation insurance in case an illness forces the client to cancel or depart early from a trip. Our cancellation fees are not negotiable.

Tip: Many home-owner policies and some car insurance policies provide coverage against incidental theft and damage while the insured is traveling; please check your policy to see if this is the case.

8 - Health & personal safety

8.1- Health

You should be physically capable of taking on the activity that they have registered for.

We recommend that you visit a medical practitioner to ascertain your health and fitness for engaging in the bike activity.

8.2 - Personal safety

An approved bicycle helmet should be worn while cycling.

It is not mandatory but It is strongly recommended for your safety. If you don't want to bring yours with, we can rent you one. The use of reflective items, which will make you more visible, is also recommended.

9 - General Data Protection Regulation (GDPR)

We take the protection of the personal data very seriously.

Under the GDPR, "personal data" means information relating to an identified or identifiable natural person. A person can be identified from information such as name, ID number, location data, online identifier or other factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that person. This even includes IP addresses, cookie strings, social media posts, online contacts and mobile device IDs.

10 - Complaints

The traveller shall report any non-compliance of the contract suffered during their use of the bike rental by promptly submitting a complaint so that Sportours, its local representative or partners can remedy the situation promptly. Failure to do so will cause a reduction or the total cancellation of compensation of damages.

The traveller shall also file a complaint by sending a registered letter with return receipt or other means guaranteeing proof of receipt to Sportours, not later than ten working days after the rental has finished. Failure to do so will void the complaint.

Porto, 24. February 2020