



## Tour Terms & Conditions - Self Guided Bike Tours

**Note: The payment of the deposit or subsequent payment(s) to Sportours confirms that the customer agrees to the terms and conditions below.**

### 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 a package tour or any other person that satisfies all the conditions required for the use of the service, on whose behalf the contractor agrees to purchase a package tour without consideration from now on, shall be referred as: **you, client, traveller, guest or customer**.

### 2. Purpose of agreement

The present general conditions obey to the Portuguese Law-Number 17/2018 from 8th March 2018.

The combination of travel services offered to you is a package tour within the meaning of the Directive (EU) 2015/2302. Therefore, you will benefit from all EU rights applying to packages. Sportours will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Sportours has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. Further information on your most important rights under the Directive (EU) 2015/2302 transposed into national law can be found at <https://eur-lex.europa.eu/legal-content/PT/TXT/?uri=CELEX:32015L2302>

This is a non-official English translation of the original Portuguese version, which facilitates a better understanding. In case of any discrepancies between this version and the original version, the Portuguese version shall prevail.

### 3. 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 10 - 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.

#### 3.1. Our Responsibilities

Sportours will always intend to follow the itinerary as planned, however the itinerary can be subject to change if unforeseen circumstances arise, and/or, which could include actions by third-party providers, or cancellation or change of cycling or other events that the tour party had planned to visit. In such circumstances, the tour will continue as planned and does not allow the customer to cancel any part of the tour.

We are responsible for (examples):

- executing of the announced package bike tour;
- reserving the hotels according to the established with the customer;
- providing the bicycles and other equipment according to customer's height and desired type (i.e., hybrid/e-bike, etc.);
- help and assist the clients while on tour;

But we aren't responsible for (examples):

- booking any flights, restaurants or any private excursions;
- any transfers which aren't announced (i.e., airport transfers or hotel transfers, etc);

#### 3.2. Your Responsibilities

Sportours is committed to making your trip as rewarding 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 (age, passport & flight details, etc.) and travel preferences (type of bed, special interests, etc.) so we can craft the right trip 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 (examples):



- showing up on the initial meeting. If not, we can't proceed to the bike delivery and no briefing will be repeated.
- riding the bicycle with respect for drivers and pedestrians and respecting the local laws:

### **3.3. 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.

## **4. Prices and payments**

The announced prices are only valid for tours during this year.

The tour price is based on double occupancy and includes the services specified in the itinerary plus optional activities listed. Single person accommodation is offered based on availability and must be requested at time of booking. A single person room supplement fee applies, refer to the Tour Inclusions. The tour price does not include services and meals not listed specifically in the itinerary, passports, or other travel documents, air or other transportation to and from the tour start and ending points (unless otherwise stated in the tour itinerary), visas, vaccinations where required, or personal expenses such as laundry, medical insurance, and communications.

All payments are via direct bank transfer.

### **4.1. Deposit**

The deposit amount is 25% of the overall costs (tour + bike + other extras), shall be paid upon ordering/booking or upon submitting a legally binding request.

### **4.2. Rest of payment or full payment**

The balance must be paid no later than 61 days before the starting date of the holiday.

If the booking is less than 61 days prior to the tour commencing, 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 deposit won't be refunded.

### **4.3. Currency**

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

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

### **4.4. Payment method**

The available payment is preferred via direct bank transfer.

#### **4.4.1. Direct bank transfers (wire 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](mailto:info@sportours.pt).

#### **4.4.2. Credit card**

If you want to pay by credit card (VISA or Mastercard), we are forced to charge you 2% over the total cost.

## **5. Cancellation policy / refunds**

We highly recommend that you purchase travel insurance ([see chapter 10 - Insurance](#)), including trip cancellation/interruption insurance.

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

- Cancellation more than 61 days prior to the tour start date: the cancellation fee is the full deposit.
- Cancellation 31-60 days prior to the tour start date: the cancellation fee is 50% of the overall cost.
- There are no refunds for cancellations less than 31 days from the start date of the tour.
- Special groups have special cancellation conditions
- Upon notice of more than 21 days, it is possible to transfer payments to another tour within the same year only. ([see chapter 6](#))
- Refunds take 2-4 weeks to process from the date written cancellation is received.
- There are also no partial refunds for starting a tour 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.



## 6. 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 holiday 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.

A change fee of 50,00EU/person applies.

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

## 7. Cancellation by us

Sportours will endeavour to run every tour, however we reserve the right to cancel a tour due to: minimum guest numbers for the tour are not met; unforeseen circumstances; natural disaster including severe weather; any safety concerns; or other circumstances that amount to force majeure. In such circumstances, any payments received will be refunded if we are not able to offer the customer a suitable alternate tour. This refund constitutes Sportours full liability to the customer in reference to this cancelled tour and we will not be responsible for any other costs or expenses that the customer may have incurred in relation to the tour, including fares or other related expenses associated with the tour.

## 8. Rented/loaned material

### 8.1. 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 inform you with all details about the tour. After the briefing we deliver you the requested bikes.

Also, on this meeting we demand in cash a security deposit of 100,00€ for the GPS device and road book. At the end of the tour, depending where tour ends, please return us or deliver the loaned material (in the same condition in the beginning of the tour) to our partners (hotel/transfer partners). They will refund you this deposit.

### 8.2. 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.

### 8.3. 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.

### 8.4. Subleasing / swapping prohibited

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

Even swapping bikes between guests without approval from Sportours isn't allowed.

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

## 9. Accommodations

### 9.1. Hotel classification

The official classification of hotels provided via the website or in other information material is based exclusively on formal indications of the relevant classification authority of the country where the service is provided.

In absence of official classifications recognized by public authorities of the countries



members of the EU where the service is provided, Sportours reserves the right to provide on the website a description of the accommodation in order to allow the Tourist to evaluate and choose it.

### **9.2. Changing accommodation**

We have searched the best accommodations for you. We will do everything in our power to secure you lodgings in our first-choice hotels, but it may not be possible if you are booking less than three months before trip or during a particularly busy season. In that case we will secure you lodgings in comparable hotels.

Changing hotels or room types may force us to readjust the tour price.

Additional nights can be arranged for early arrivals or late departures.

## **10. Insurance**

We strongly recommend cancellation/interruption and accident insurance to prevent any losses in case of tour 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.

## **11. Health & personal safety**

### **11.1. 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 tour activity.

### **11.2. Personal safety**

An approved bicycle helmet should be worn while cycling.

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

## **12. 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.

## **13. Complaints**

The traveller shall report any non-compliance of the contract suffered during their use of the package tour 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 tour has finished. Failure to do so will void the complaint.

---

Porto, 30. March 2023