

Gravity Terms and Conditions

Terms and Conditions

It would take on average 76 work days (8 hours a day) to read the terms and conditions that they agree to in a year. That might be true. I read it in a meme. But either way, thank you for taking the time to read ours we hope it meets your satisfaction.

GRAVITY ASSISTED MOUNTAIN BIKING (GRAVITY) is a tour agency that offers specific mountain biking tours.

The following agreement establishes the responsibilities and liabilities of The Agency Gravity Assisted Mountain Biking and that of the client who undertakes an excursion with GRAVITY.

1. All bookings are made with Gravity Assisted Mountain Biking. By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation.
2. Dates, itineraries and prices are valid from 01 January until 31 December of each year. Beyond 31 December of the current year dates, itineraries and prices are indicative only.
3. For some tours you may be required to make a non-refundable deposit.
4. If we accept your booking we will issue a confirmation via email. A contract will exist between us from the date we issue the confirmation email. Payment in full of the trip is due at least one day before the departure date. Payment can be online or in our offices directly. If a full payment is not made on or before the due date we reserve the right to treat your booking as cancelled and you will not have a space on our trip.
5. In order for us to confirm your travel arrangements you must provide all requested with payment. Necessary details include full name as per passport, date of birth, nationality, passport number, passport issue and expiry date, sizing information, sex, and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. Your booking cannot be confirmed without provision of these details.
6. Please note that a levy of up to 5% may be applied in some circumstances to purchases made by credit card online or in our offices.
7. **Minimum General Policy:** For the majority of our trips the minimum age is 15 at the time of travel. All travellers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveller under the age of 18. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority.

Maximum General Policy: For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and clients must ensure that they are suitably fit to allow full participation.

We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your trip.

8. You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the website for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

9. You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.

10. Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy (available for viewing on our Website).

11. YOU ARE responsible for informing this office (in writing) BEFORE the ride of any existing illness, injury or allergy that you have that might affect your ability to undertake the ride, or which might require treatment during the ride. Moreover, it is your responsibility to inform the guides of any extra help you may need either before or during the ride owing to this condition.

12. You are also responsible for informing this office if you are inexperienced on a mountain bike or if you are very nervous or scared of the ride in which you will be participating. In this case the office will provide me with a “nervous beginner” terms and conditions sheet which you must agree to.

13. You cannot undergo any excursion with GRAVITY without having medical or travel insurance that covers the activity of mountain biking. You need to provide GRAVITY with the details of your insurance when signing up for the excursion or before the tour begins on the day of the tour. In the event that you do not have insurance that covers you for the activity of mountain biking, you will need to purchase a short-term insurance policy that covers the duration of the excursion offered by GRAVITY.

14. You are responsible for paying for damages incurred intentionally or willfully to GRAVITY’s bicycles or equipment. If the damage is accidental or the result of normal use, GRAVITY will not seek redress.

15. For its part, GRAVITY is responsible for organizing and supervising all of its tours, including assigning an experienced guide to the group. The Agency is also responsible for answering any questions you might have about the risks involved in this activity. These include, but are not limited to, forces of nature, extreme weather conditions, acts of God, civil and government disturbances, physical exertion for which you may not be prepared, and the lack, or limited nature, of rescue or evacuation possibilities should you be injured, incapacitated or disabled. Riders who sign-up for a ride during the rainy season must acknowledge that the weather may very well adversely affect their trip by way of, but not limited to, reduced visibility, forced modifications to the schedule, especially harsh conditions, or that, equally, the conditions might be excellent. Under no circumstances will refunds or discounts be offered due to the weather conditions.

16. GRAVITY guides, while trained in first aid, are not qualified nurses or doctors, and as such the medical attention they will provide in the case of an accident is limited to first aid, and the medical supplies carried are also limited to those necessary to enable a person to be taken safely to professional and qualified secondary medical attention. While some painkillers are carried, you understand that if you should choose to take them, you do so of my own accord and at your own risk.

17. Mountain biking excursions, like other adventure sports, contain an element of risk. As such, there are risks associated with the activities you will be undertaking with GRAVITY. You accept that it is neither desirable nor feasible to remove all risk from these activities and that this risk is an essential part of the adventure experience and provides the challenge of outdoor activities. You acknowledge that the enjoyment of undertaking activities beyond the normal safety of home, work or country is in part the reason for your participation on this trip. GRAVITY and its employees will take all reasonable and practicable steps to manage these risks to an acceptable level. At any time during this activity you are free to ask for information on the activity and make your own decision on my level of involvement. You accept personal responsibility for your own actions during this activity, which you undertake at your own risk. Should you act contrary to, or outside of, the instructions and advice you have been given, you significantly increase your risk and in doing so will be personally responsible for any consequences. You are also responsible to ensure that your actions or inactions do not jeopardize the safety of others. GRAVITY is NOT responsible or liable in the event of injury, loss or death resulting during the tour.

18. If you are injured or become ill during the activity, GRAVITY may, at your cost, arrange or supply medical treatment, evacuation or any other emergency services on your behalf as GRAVITY deems necessary or appropriate for your safety and well-being. The support vehicles that Gravity uses charge approximately US\$50 to evacuate a client to a good clinic in La Paz, and return to the group. This cost will be passed on to you, and a receipt will be provided which you may use to claim this amount back from your travel insurance.

19. GRAVITY reserves the right to cancel or modify the trip for the safety of participants or where conditions make the tour unfeasible in its advertised form. In such an occurrence, Gravity will endeavor to provide safe and fun alternative activities or routes to the group on that day. Where the cancellation or modification is the result of circumstances outside of GRAVITY's direct control (including, but not limited to, unseasonably bad weather, civil protests, an accident, or road closures or blockages), The GRAVITY will not provide any

refund. The only exception to this is on occasions where the actual tour activity was never started, in which case GRAVITY will provide a full refund. In instances where the cancellation part way through the tour resulted in less than 75% of the activity being undertaken, GRAVITY will offer a discount to participants towards a future Gravity tour. The amount of this discount is entirely at GRAVITY's discretion.

20. GRAVITY explicitly reserves the right for its guides to refuse to allow a participant to ride some or the entire trip if that person presents himself or herself under the influence of alcohol or drugs. GRAVITY has several alcohol breath testers which may be carried on trips to test participants suspected of being under the influence. If a participant is over the legal limit for driving in Bolivia (.07%) then they may be required to sit the trip out in the support vehicle. Under such a circumstance NO REFUND or DISCOUNT or TRANSFER will be issued.

21. I understand that if, FOR ANY REASON, I cancel my participation, need to change the date of the trip for which I signed up, or do not turn up on time for my trip, a cancellation penalty will be deducted from my payment for the trip as follows:

On the morning of the ride – 100% penalty.

After office hours the day before the ride (Monday to Friday after 7 pm, Sat & Sun after 5 pm) – 100% penalty.

Between 12 noon and the close of office hours the day before the ride – 75% penalty.

Before 12 noon the day before the ride – 50% penalty.

Two days before the ride – 25% penalty.

If, however, GRAVITY can fill my place, the penalty will be only US\$5. The remaining portion is refundable or can be transferred as partial payment towards a subsequent ride. In all such circumstances, GRAVITY can provide a "Cancellation Fee Receipt" that may be able to be used to claim this penalty back from my travel or medical insurance. This penalty reflects the real cost to GRAVITY of a client not going at short notice and is fixed, inflexible, and no exceptions will be made.

22. GRAVITY reserves the right to cancel or modify the trip for the safety of participants or where conditions make the tour unfeasible in its advertised form. In such an occurrence, Gravity will endeavor to provide safe and fun alternative activities or routes to the group on that day. Where the cancellation or modification is the result of circumstances outside of GRAVITY's direct control (including, but not limited to, unseasonably bad weather, civil protests, an accident, or road closures or blockages), The Agency will not provide any refund. The only exception to this is on occasions where the actual tour activity was never started, in which case GRAVITY will provide a full refund. In instances where the cancellation part way through the tour resulted in less than 75% of the activity being undertaken, GRAVITY will offer a discount to participants towards a future Gravity tour. The amount of this discount is entirely at GRAVITY's discretion.

We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

23. The Company reserves the right to update and/or alter these terms and conditions at any time, and it is the Clients responsibility to be familiar with them. The latest terms and conditions can always be found on the Company website www.intrepidtravel.com and will supersede any previous versions.

Gravity Assisted Mountain Biking S.R.L.

La Paz - Bolivia