

Terms and Conditions

Reservations and Cancellations by client

Our reservations are only made by contacting:

- e-mail, mountainbikemadeiraadventures@gmail.com ;
- website, <https://www.mountainbikemadeiraadventures.com> ;
- phone, +351 965709474.

In order to book the service, a **prepayment of 30% of the total amount of the reservation** is mandatory. The amount in question **will only be refundable**, in case of **daily booking** withdrawal communicated **30 days in advance** of the date scheduled for the intended service. In case of **weekly booking** and **weekly booking with accommodation** withdrawal communicated **90 days in advance** of the date scheduled for the intended service.

Cancellations by RADWALL - MountainBike Madeira Adventures

In the event of natural disasters, fire alerts, storms or other similar circumstances, **RADWALL - MountainBike Madeira Adventures** reserves the right to cancel, postpone or change the location and services of any tours, in the following terms:

- Postpone, if possible and according to the availability of the Client, not being charged any additional costs;
- Change the location, whenever this is possible and with the client's approval, being offered alternatives by Mountainbike Madeira Adventures, except for a possible increase in additional logistics expenses, which must be supported by the Client;
- Cancellations, as a last resort, in case of absolute unavailability for external reasons or from the client's behalf, the amount previously paid will be refunded.

We are not responsible for additional expenses outside the **RADWALL- Mountainbike Madeira Adventures** that may arise with a cancellation, changes or unforeseen circumstances.

Travel Insurance

It is the responsibility of clients to hold their own travel insurance to cover personnel medical care in case of accident, loss due cancellation, and any third liability that may arise from the use of the rental bikes by client. No coverage is available from **Mountainbike Madeira Adventures** to insure clients from loss in case of damage, theft or other liability incurred in the use of the rental bikes.

Payments & Remaining Payments

MountainBike Madeira Adventures accepts cash payments and bank transfer payments.

The remaining payment must be added to the deposit that was already made before starting the tour, and must be made with cash or bank transfer, otherwise **RADWALL- Mountainbike Madeira Adventures** will cancel the activity, and the initial reservation deposit is non-refundable. In case of bank transfer payment, a proof of payment is mandatory.

By making the deposit of the aforementioned amount or paying the total amount of the booking, the client declares that he is aware of and accepts all the terms and conditions provided by MountainBike Madeira Adventures.

I declare that I have read and agree with all the terms and conditions

Client :

Risks associated with mountain biking

Clients acknowledges that they are aware of the risks involved with mountain biking including but not limited to physical exertion, forces of nature, accidents, etc. Such risks are inherent to the very nature of the activity, thus not being the responsibility of employees, agents or others of **RADWALL-Mountainbike Madeira Adventures**.

Customers must respect and follow the guide's instructions, otherwise, they assume the consequences of their actions at their own risk. Clients agree to be responsible for their own well-being and accept any and all risks associated with the activities they undertake.

Customers must also obey the road code, whenever they are riding on public roads, during the tour.

Customers agree with the terms described above and expressly declare that they are bound by them.

Customers acknowledge and agree that **RADWALL - MountainBike Madeira Adventures**, its agents and employees have the right to refuse the participation of any person deemed incapable of activities, and for not having signed this document or other required documentation.

Any emerging litigation that might occur through a specific situation that is on the tutelage of the present document, whatever it might be, must be judged under the legislation that is presently making effects on the Portuguese legal system.

Any other legal system is expressly renounced and the respective legal action will be interposed by the Judicial Court of the County of Funchal (Tribunal Judicial da Comarca do Funchal) - renouncing any other judicial court.

Tour

RADWALL- Mountainbike Madeira Adventures, is committed to offer the client the best possible experience, tours are organized daily and only take place in specific area of the island. A day tour only entitles the client to explore one area of the island.

RADWALL- Mountainbike Madeira Adventures will not carry out any trail whose use is restricted only to sport events authorized by the competent authority, even if such trails are widely publicized on account to the referred competitions. In addition, many forest areas in Madeira Island are part of a Natural Reserve, and therefore should not be used for recreational and sporting purposes.

Shuttle service

The clients acknowledge and agree that **RADWALL - MountainBike Madeira Adventures**, is not responsible for any accident that may occur on private or rented bicycles, or any type of personal object during the shuttle service, not assuming any responsibility for any accidents that cause personal or material damage, losses, accidents, theft, liability to third parties, or irregularities and inconveniences.

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Client :

Rental Bicycles and equipment

You agree that you are fully responsible for the bike, and for the protective gear.

Bikes are maintained on a daily basis and supplied to clients in properly operating status. It is the responsibility of the client to check the bike BEFORE setting out on any ride.

Clients acknowledge and agree that **RADWALL - MountainBike Madeira Adventures** assumes no responsibility for and cannot be held liable for any personal injury, property damage, third party liability or other loss, accident, delay, inconvenience, or irregularity which may be occasioned either by reason of :

- any defect in or failure of any vehicle, equipment or instrumentality owned, operated or otherwise used by the client;

- any defect in or failure of any vehicle, equipment or instrumentality, that, not being the property of the client, is temporarily in his possession and for which he must care;

Theft of and damage to rental bikes: Subject to this clause the client is responsible for any and all damage once rental bikes are received by clients. This includes but is not limited to any form of theft and damage to the rental bike.

PRICES FOR BROKEN / DAMAGED PARTS OR NOT REPAIRABLE:

Brake Lever - **30€** | Brake Lever (Just the finger lever) - **15€** | Rim - **60€** | Handlebar - **40€** | Rear Derailleur - **60€** | Shifter - **30€** | Derailleur hanger - **25€** | Seat Post Lever - **20€** | Saddle - **20€** | Twisted or broken chainrings **20€** | Fork & Shock stanchion - **50€** | Fork & Shock (broken lower legs & crown & body) - **150€**

General data protection regulation (gdpr)

We only keep the data you give us through the FREE INSURANCE and CLIENT INFO forms and/or contact form and subsequent communication, be they by phone, WhatsApp, email or social media or any other reasonable communication means which are directly relevant to your booking and riding experience here at **RADWALL - MountainBike Madeira Adventures**.

We do not share your data with any third parties and promise not to use it for any other purposes than those directly relevant to your booking.

If you want to view/change or delete this personal data, just send us an email to mountainbikemadeiraadventures@gmail.com

Media

We will not sell any pictures where you may be appearing. We may use photos/videos taken during tours and/or rentals for social media through our **RADWALL - MountainBike Madeira Adventures**, accounts, however, there is always a request for authorization from the customer.

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Client :

Personal Accidents Insurance

All tourism companies in Portugal certified and qualified to do so are required by law to have an insurance policy. Furthermore, this is an important type of insurance because unforeseeable events might occur. Personal Accident insurance responds to the needs of individual security and family welfare regarding the risk of accident. It covers expenses with healthcare and even compensation, in the event that the client is permanently incapacitated from the accident.

This responsibility will therefore be transferred to the Insurance Company through the Personal Accidents Insurance subscription.

Personal Accidents Insurance offers a base coverage package that assures protection towards the most severe risks, such as death, invalidity, treatment expenses and funeral expenses.

The Insurance holder, **RADWALL - MountainBike Madeira Adventures** should inform the people that make up the group about which insurance coverages are contracted, keeping proof that the information was provided.

In case of injuries, medical assistance should immediately be sought. The accident should be reported to Insurance Company, in writing, up to a maximum period of 8 days. The accident description report should include a medical report with the nature of the injuries, respective diagnosis and, if applicable, the expected days of working incapacity and indication of a possible Permanent Disability.

Insurance risk identification

Total number of Insured Persons : 10

No. of Groups : 1

Safe Risk : TOURIST ANIMATION - risk TYPE 2 BICYCLE AND MTB RIDES

Death by accident : 22.710,22 EUROS

Permanent invalidity by accident : 22.710,22 EUROS

Treatment expenses by accident : 3.975,34 EUROS

Simultaneous death of insured person and consort : 15.000,00 EUROS

Funeral expenses (spendings) : 5.000,00 EUROS

Expenses with search & rescue and transportation : 1.000,00 EUROS

The clients acknowledge and agree that **RADWALL - MountainBike Madeira Adventures** is not responsible neither does extra payments in case the coverage described above by the insurer is exceeded.

Date:

Agent **RADWALL - MountainBike Madeira Adventures:**

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Client :