

Cyclist Transport Terms & Conditions

We'll do everything we can to make sure your John O'Groats Bike Transport experience is safe and fun. To ensure you know exactly what our (and your) responsibilities are please read the following terms and conditions. We've tried to keep them as brief and simple as possible but should you have any questions please ask prior to committing to your booking.

CONFIRMATION AND PAYMENT

On receiving your enquiry we will contact you by telephone or email, and confirm the details. We accept payment by cash, credit, debit card, PayPal, cheque or bank transfer. We will not use these details for any other purpose than that agreed by you, nor will we keep any of your personal bank details, or share them with any other parties. Your trip is not booked and no contract exists until we have confirmed availability and taken payment. You should check the details of your confirmation document carefully to ensure that it reflects the booking you have requested and inform us immediately of any discrepancies. It may not be possible to make changes later. By booking our service you are acknowledging that you have read our terms and conditions and agree to be bound by them.

DEPOSITS

A non-refundable deposit of 50% of the cost of your order must be paid at the time of booking. The balance is payable at the end of your trip. For courier only orders with no "taxi" services the full amount is payable at the time of booking. We cannot offer any refunds if you fail to attend the agreed meeting place. If we agree to a re-arranged time a proportionate charge not less than £30 will be made.

INSURANCE

We recommend that you are adequately insured. We cannot be responsible for your own illness or injury. This insurance should also cover the possibility of you having to cancel your trip.

CANCELLATIONS/ALTERATIONS BY JOHN O'GROATS BIKE TRANSPORT

There is no guarantee that the vehicle will perform a journey in a given time and John O'Groats Bike Transport shall not be accountable for any loss, inconvenience, or damage, which may arise, from delay, detention or breakdown. Drivers have the sole discretion as to the suitability of road or locations that a vehicle can enter or travel through. No liability can be accepted if a vehicle is unable to complete a journey due to the unsuitability of a road or location. The right is reserved to subcontract a vehicle from another taxi or private hire operator. In the unlikely event that we have to cancel a trip due to circumstances beyond our control we will make a full refund. We will not be liable to refund you for any damages and incidental expenses that you may have incurred as a result of your booking, such as visas, non-refundable connecting flights etc. We reserve the right to change our itinerary if the circumstances require it. At our discretion compensation may be paid in the event that we are obliged to cancel all or part of your booking. In all cases this will be no more than double the cost of the cancelled part of the trip. Compensation will not be payable where changes or cancellations are made as the result of circumstances outside of our control.

PASSENGERS

The Vehicle is constructed to carry the number of passengers licensed, and under no circumstances should the number of passengers exceed this. Smoking is not permitted in any company vehicle. The driver is responsible for the safety of the vehicle, any passenger whose conduct is considered to be unacceptable by the driver may be removed on the driver's authority. The hirer will be responsible for any damage caused to the vehicle by the passengers during the period of hire. The company reserves the right to withdraw all services in the event of unruly conduct by passengers or damage caused to company vehicles. Please note that in the event of the vehicle being soiled or wilfully damaged, due to passenger intoxication, the company reserves the right to charge a spoilage charge.

BIKE COURIER SERVICES

We will dispatch bikes within three working days of us receiving them into our workshop in Inverness. If you do not receive your bike within five working days please contact us immediately. We disassemble bikes carefully but can not be held liable for damage due to worn, damaged or corroded components. Disassembly always requires the removal of seatpost, pedals, front wheel and handlebars. Please ensure these parts are not seized. A surcharge will be applied at the rate of £30 per hour for removal of seized parts. It is your responsibility to ensure that your bike is correctly re-assembled and is safe to use. Our inspection report is advisory and an experienced bike mechanic should be consulted if you need help. If you think your bike has been damaged in transit please record this on the courier's documentation at the time of delivery and send us photos of the bike and packaging. Liability due to damage or loss is limited to £4,000 per consignment and there is an excess of £100. Liability for delayed delivery is limited to that which is recoverable from the courier company.

PHOTOGRAPHS SUBMITTED

Any photographs submitted to us may be used on our web site or marketing material free of copyright. A photo credit will be included if requested.

LIABILITY

You must take all necessary steps to safeguard your personal property and any liability which you may incur to others during the course of the trip. John O'Groats Bike Transport shall not be liable for any damages caused that are attributable to you or any member of your party, or the fault of a third party unconnected to the company. Except as expressly set out elsewhere, we regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is affected by, or you otherwise suffer any damage or loss as a result of "force majeure". In these terms and conditions, "force majeure" means any event which we could not even with all due care, foresee or avoid. Such events may include threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, road closures, fire and all similar events outside our control.

PAYMENTS BY CREDIT CARD

When payment is made by credit card you agree that we are authorised to charge any amounts due under this agreement to your credit card including any damage costs. We may process credit card charges pertaining to the rental after the hire period.

TERMINATING THE AGREEMENT

This contract shall not be cancelled or varied in whole or in part except by mutual consent of John O'Groats Bike Transport and the hirer. John O'Groats Bike Transport accepts no responsibility for the non-observance of any subsequent alterations the terms of contract notified either verbally or by telephone, unless confirmed in writing by the hirer not less than forty eight hours before the date of such journey. However in event of the hirer not complying with the agreed terms of payment or conditions a vehicle hire may be terminated forthwith. The hirer will under all circumstances be responsible for any outstanding payments or liabilities contained within our conditions.

LAW

This agreement is governed by the laws of Scotland. The customer warrants that all information supplied by them to John O'Groats Bike Transport in connection with this agreement is true. This agreement constitutes the entire agreement of the parties and there are no other undertakings or agreements between the parties relating to the subject matter of this agreement. We reserve the right to vary the rates and conditions of hire at any time.

COMPLAINTS

In the unlikely event of a complaint please let us know immediately by telephone. Problems should be rectified there & then but if you remain dissatisfied we need a written complaint within 28 days of your return home. Once this has been received we will respond within 14 days.