

Pedal & Sea Adventures Inc

**8384 St. Margaret's Bay Road
Black Point, Nova Scotia B0J 1B0
Canada**

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info@pedalandseaadventures.com
<http://www.pedalandseaadventures.com>

Terms and Conditions Acceptance Form

I hereby acknowledge that I have read the terms and conditions listed below from Pedal and Sea Adventures and fully understand its contents. I sign this acceptance form of my own free will after having a reasonable opportunity to review the terms and conditions and agree to its contents and understand that this document affects my legal rights and liabilities and those of my heirs, next of kin and personal representatives.

Signature: _____

Print Name: _____

Date: _____

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Terms & Conditions

At Pedal and Sea, we strive to ensure that every one of our guests returns home believing that he or she has just enjoyed the vacation of a lifetime! We offer worry-free adventures—full of spectacular sights, warm smiles, and service that is second-to-none. We strive to find the perfect combination of being organized and efficient, yet flexible and fun-loving.

We know that our guests arrive with lofty hopes and great expectations. It then becomes our mission to help our guests achieve these goals. We want you to enjoy the tranquil and serene beauty of our many destinations without feeling like you're on someone else's schedule. You can choose to stay with your guide or explore at your own pace. But we also hope that you'll keep your eyes open for the many little gems that we'll throw your way.

We work hard to ensure that every one of our guests returns home and tells everyone about us! Our company grows dramatically each year just through word-of-mouth. We offer worry-free adventures—full of spectacular sights, warm smiles, and service that is second-to-none in its efforts. Our annual guest return rate has been over 70% and we are focused on continuing this success by making your tour successful.

Official Tour Booking

All of our official tour information is posted on our website and is subject to change. Customers agree to the tour, the pricing, the dates and the inclusions stated on the website and acknowledge that tour pricing may be subject to change based on currency fluctuations and market condition changes. Once your tour is booked at a price that is stated on the website, that price will be applied with the only exceptions as noted above. Exceptions may be made for bicycle rentals as these costs continue to change every few months. Pedal & Sea Adventures reserves the right to

cancel any tour at any time and in the event this occurs, is subject to the return of all monies deposited or paid by its customers within 10 business days of the notice of cancellation.

All prices are PER PERSON based on “double occupancy”

All prices are stated in CANADIAN funds \$\$ (2023-2024 is a great year for non-Canadian guests to book through a Canadian Company with the current exchange rates!!)

A Deposit of \$750.00 per person is required at the time of booking.

Final payments in 2024 are due 60 days before the start of the tour date and will be automatically processed using the credit card information used on the deposit unless otherwise informed by the customer.

Any tour booking is not deemed to be official until and unless the deposit funds have been fully received by Pedal & Sea Adventures.

Tours are priced and allocated based on double occupancy and when Pedal and Sea Adventures receives a request, it may assign a spot on a tour for 1 person, upon which it will charge a fee for Single Occupancy.

Cancellation Policy 2024

Tours may be cancelled at any time and must be submitted in writing to our office, either by email or letter. Receipt of the cancellation notice determines the date the notice is effective.

Tour bookings cancelled 60 days or greater from the start date of the tour will be refunded 50% of the customer's deposit.

Tour bookings cancelled less than 60 days from the start of the date of the tour will not be refunded and the guests shall be responsible for the full payment of the tour.

We recommend the purchase of travel & trip insurance to protect your investment.

SPECIAL NOTE: Guests may contact Pedal & Sea Adventures to discuss deferring their tours to a future date, subject to approval by Pedal & Sea Adventures.

Pedal and Sea Adventures is not responsible for additional expenses such as nonrefundable "Advance Purchase" airline tickets. Trip cancellation insurance is encouraged.

Travel and Trip Insurance:

It is strongly recommended that all clients purchase adequate travel insurance.

Tour Changes & Cancellations

Customer acknowledge that changes may be required from time to time due to conditions that may be out of the Company's hands, and you agree that Pedal and Sea Adventures should always act in the best interest of safety for its customers.

Pedal & Sea Adventures reserves the right to cancel or change its tours from time to time, making it necessary to refund any tours costs paid for. In any circumstances beyond Pedal & Sea Adventures control, force majeure conditions, such as acts of god, pandemics, government declarations, etc. may result in the tour being cancelled.

Support Vehicles

Pedal & Sea Adventures has many support vehicles used in many capacities, depending on the specific tour. It maintains its fleet in accordance with Provincial and Federal standards and assigns its vehicles based on a specific tour's requirements. These vehicles are used to transport its customer guests as well as their luggage and personal effects. The vehicles are also available for the support of its customers while on tour as is needed. Customers acknowledge that not all tours offered by Pedal & Sea Adventures use support vehicles and that some tours have 3rd party methods that act as the support vehicles for any specific tour. Tour guides shall act in reasonable manners to provide the support levels required. Customers in Self-Guided Tours acknowledge that no additional support services other than the tour booking, accommodations, some meals and baggage transfers to the next accommodations, transportation to and from the start of the tour if subscribed to, and any bicycle rental are involved in their bookings.

Bicycle Rental & Use

Pedal & Sea Adventures rents bikes of various styles to its customers. And makes every effort to provide bicycles in excellent working condition. Customers acknowledge that the bicycle rental is separate from the tour costs and will be added to their invoice from Pedal & Sea Adventures. Customers also acknowledge, that from time to time, due to customer demand or supply chain issues, that Pedal & Sea Adventures may be required to substitute a different bike for the bike requested; in the event this occurs, Pedal & Sea Adventures will always charge the lower rate associated with the specific bicycle.

Customers may bring and use their own bicycles while on tour with Pedal & Sea Adventures. Customers acknowledge and understand that while Pedal & Sea Adventures may make every reasonable effort to protect these private bicycles when transporting, there may be incidents that are beyond their reasonable control of Pedal & Sea Adventures.

Tour Emergencies

There are times on tour when any customer may be faced with an emergency that requires attention. Medical emergencies will always take precedence and tour guide leaders will assist in the best manner possible at the time. In the event a medical emergency occurs, in conjunction with the customer, Pedal & Sea Adventures will make every effort to facilitate proper and next steps required such as calling administering first aid, calling an ambulance, locating the nearest medical support facility, etc. Any costs associated with the services are the responsibility of the customer and may be billed back to the customer.

Safety

Customer safety is paramount for Pedal & Sea Adventures during its tours. All tour guests must wear properly applied bicycle helmets at all times. Failure to do so may result in the guest being removed from the tour. Pedal & Sea Adventures Tour Guides have the final determination of any safety protocols to put in place on any given day or part of the day during the tour. Customers acknowledge that they will abide by Pedal & Sea Adventures' Tour Guide instructions at all times.

Emergency Services

In the event that emergency services are required to be involved in the tour to intervene on behalf of a customer, the customer acknowledges and agrees that Pedal & Sea Adventures is not responsible in any way, shape or form for the assessment or application of emergency medical care services and will not hold Pedal & Sea Adventures liable for any services ultimately provided. Pedal & Sea Adventures personnel will make every reasonable effort to attend to the immediate needs of its GUIDED TOUR Customers asap, including notifying medical emergency services if and when, in conjunction with the customer, the tour guides deem it necessary. In no instance will Pedal & Sea Adventures be responsible for the costs of any medical services provided to its customers and in the event it receives a bill for the services its customer may receive, Pedal & Sea Adventures has the customer's approval to send and bill the customer for these services.

Injury or Illness

In the event any customer is unable to continue on the tour and or requires transportation from the tour to a location away from the tour to a place of departure such as airport, train station, port of call, etc., the customer acknowledges that Pedal & Sea Adventures while not responsible for the actual transportation, it may charge an additional fee for any and all its involvement for the provisioning of these services.

Transportation

Customers acknowledge that they may subscribe to the services of transportation in vehicles by Pedal & Sea Adventures. In the event the customer is using these transportation services, the customer acknowledges that at no time do they hold Pedal and Sea Adventures liable for any incident, damage or personal harm that may occur during the use of these transportation services and agrees to hold Pedal & Sea Adventures harmless from any and all personal or 3rd party claims.

Luggage

Each customer is requested to bring no more than two (2) x luggage suitable for airline carry-on sized luggage (21" or smaller suitcases). In the event a customer has a larger suitcase, they must contact the office and request permission to bring additional or oversized luggage, which may result in an additional fee applied.

Photographs

Pedal and Sea Adventures reserves the right to copyright, re-use, publish and republish by any medium, including electronically, any photos that may be taken while participating in an Pedal and Sea Adventures' trip. This also includes the use of any printed matter in conjunction therewith.

Liability & Liability Release:

Tour participant agrees to sign Pedal & Sea Adventures' liability release as a condition for participation in the tour. This waiver will either be at sign up or will accompany your packet and we require you sign and date it before participating in the tour in an official capacity. You acknowledge that your trip with Pedal and Sea Adventures will be subject to these Terms and Conditions of Pedal and Sea Adventures. Pedal and Sea Adventures does not assume

responsibility or liability for any loss or damage of personal effects or for any injury or loss before, during, or after the tour. In the event Pedal & Sea Adventures is deemed to be liable for any part of the tour, it will be capped at the maximum financial value amount of the total funds paid by the customer for that specific tour, regardless of the reason it is deemed to be liable for.

Responsibility:

We at Pedal and Sea Adventures guarantee that we'll do our best to give you a memorable, rewarding experience. We'll be responsible to the tour participants only for supplying land services offered as set forth in the tour description, except to the extent such services cannot be supplied due to causes beyond the organizer's control. In such cases the tour organizers will make great effort to supply comparable services and accommodations.

Pedal and Sea Adventures reserves the right to alter the itinerary in the event such changes are advisable or necessary for any reason whatsoever, or to cancel any tour. In the case where we deem it necessary to cancel your tour we will refund all monies paid to us on your behalf from our Canadian office.

Thank you for your business!

Pedal and Sea Adventures Inc.