

## **Terms & Conditions of Podia Roadventure**

### **Definitions**

For the purpose of these Terms and Conditions, unless the context requires otherwise, the words and expressions mentioned below shall mean as follows:

**Podia** - Max Burgess Podia, registered at ul. Josepha Conrada 39, 31 - 357 Kraków, Poland, entered in the Central Registration and Information on Business (CEIDG) with Taxpayer's Identification Number (NIP): 9442247452 and National Official Business Register Number (REGON): 360227621;

**Podia Roadventures** – road cycling trips organised by Podia, featured and offered on the Podia web site at <http://podia.cc/roadvetures/> and also road cycling trips organised by Podia by special request;

**Client** - a person reserving a place on the Podia Roadventure and who has entered into the Agreement with Podia and is a participant in a Podia Roadventure;

**Confirmation of a Booking** – a fully completed form by a Client, confirming a will to participate in a Podia Roadventure enumerating details necessary to process the reservation by Podia;

**Agreement** - a contract between Client and Podia based on these Terms and Conditions, to organise a Podia Roadventure according to Podia's offer concluded once the full price for the Podia Roadventure has been credited to Podia and the Confirmation of a Booking form has been fully completed by the Client and received by Podia;

Generally the words "you" and "your" refer to the Client and the words "we" and "us" refer to Podia, unless the context clearly suggests otherwise.

### **Company Information**

Max Burgess Podia acts as [Tour Operator](#) for Podia Roadventures and is entitled to organize and lead the road cycling trips in Poland as well as countries adjacent to Poland and hereby confirms that Podia has received a [guarantee backing number 03.486.641](#) in the amount of EUR7.500,00 of AXA Insurance service company (AXA Towarzystwo Ubezpieczeń i Reasekuracji S.A.) securing Clients' claims against Podia.

### **General**

By booking a Podia Roadventure trip you confirm that you are over the age of 18 and have read, understood and accepted these terms and conditions.

During your Podia Roadventure we ask you to follow the instructions of your Podia ride leaders at all times; ensure that you are of an appropriate level of fitness for the chosen Podia Roadventure (each one is marked in accordance to its difficulty on the 1 – 5 scale where "1" means easy and "5" means very difficult); notify us of any medical ailments from which you suffer which may affect your ability to participate in the Podia Roadventure; wear a helmet at all times whilst cycling; not cycle when under the influence of alcohol or drugs; and ensure you have travel insurance according to the provisions of "Travel insurance" section hereof, providing you with cover for baggage, cycling equipment and medical expenses whilst on the Podia Roadventure. We will ask for details of this insurance upon arrival.

Upon arrival we will also ask you to sign this [Release of Liability form](#).

## **Pricing**

Prices of Podia Roadventures are in EUR or PLN and are displayed on the Podia Roadventure site. Your currency is based on your browser location; it is not possible for you to switch between different currencies to pay for the 2-step payment process of your trip. The currency selected for your deposit will remain the same for the balance due; if you make your deposit in EUR, your balance due will be in EUR as well.

Each Podia Roadventure offer clearly specifies what is included and not included in the price. Prices are based on the double occupancy (two people per room) and include taxes. Single occupancy is possible and will be quoted per individual request.

Late arrival or early departure is possible, but we will not be able to offer price reductions.

## **Payment Methods**

Payments in EUR can be made via PayPal account, Visa or Mastercard via PayPal or by bank transfer. Payments in PLN can be made by bank transfer or Visa and Mastercard via the PayU payment gateway or by a direct bank transfer.

## **Deposit**

A 30% deposit of the full price of a Podia Roadventure must be paid at least 90 calendar days in advance of the trip commencement and acts as a reservation of a place on the Podia Roadventure.

## **Final Payment**

The remaining 70% of the Podia Roadventure price is collected as a final payment at least around 60 days ahead of the trip commencement. The request for payment is sent to the Client via personal email.

## **Your Reservation and Agreement**

Once the deposit is paid, your place at the Podia Roadventure is reserved. The receipt of the deposit is confirmed by email.

The next email communication is sent ahead of the deadline to pay the remaining 70% of the price. In this email we will confirm your Podia Roadventure and ask you to fill in the Confirmation of a Booking form. This fully completed form needs to be scanned and sent to [roadventures@podia.cc](mailto:roadventures@podia.cc) and its original retained and provided to your Podia guide at the arrival at your Podia Roadventure.

The receipt of 70% remaining sum is confirmed by email.

After you have paid the full price of your Podia Roadventure, further email communication from Podia will seek information on dietary requirements, arrival and departure time and place, size and colour choices of the Podia Roadventure jersey, bike rental information if necessary. The Client should also use this email communication to forward to Podia any other information or questions he or she may have.

## **Cancellations**

The cancellation policies take into consideration the costs Podia incurs long before the Podia Roadventure can start.

We hope once booked, your circumstances will not change and you will not want to cancel your trip. However if the unforeseen circumstances arise and you will inform us by email at [roadventures@podia.cc](mailto:roadventures@podia.cc) that you would like to cancel your Reservation we will be able to offer you a suitable refund:

- 100% of money paid if you write to us at least 60 calendar days prior the trip commencement
- 50% of money paid if you write to us at least 50 calendar days prior the trip commencement

- 20% of money paid if you write to us at least 30 calendar days prior the trip commencement
- 0% of money paid if you write to us with less than 30 days notice prior the trip commencement

The refund will be made in the same currency and in the same method of payment as the payment made by the Client.

We cannot be liable for refunds of any other costs incurred by you (namely transportations, flights, insurances). It is for this reason that we recommend you delay booking flights and arranging insurance until your Podia Roadventure is confirmed.

## **Changes**

Every effort is made to keep changes to a minimum. However, Podia reserves the right to make date, route, activity and accommodation modifications.

Podia retains the right to cancel, modify or delay the Podia Roadventure as a result of unforeseeable events that are beyond Podia's reasonable control, including but not limited to, acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorists activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions, or any other reason that makes it impossible or commercially unreasonable in the sole opinion of Podia to conduct the trip as originally contracted.

If Podia cancels the Podia Roadventure for any such reason, Clients will receive a full monies paid refund.

Podia reserves the right to cancel any trip at our discretion should the safety of our Clients or staff be compromised. Podia reserves the right to stop you from participating on your trip if you behave in an abusive and / or threatening manner or engage in illegal activities.

Podia is not responsible for any personal expenses incurred due to changes in itineraries or trip cancellations, such as Client's prepaid hotel accommodations or airline tickets. We strongly recommend confirming your trip with Podia before making any additional travel arrangements.

## **Additional guests**

If you wish to bring a non-riding companion, please contact us regarding a specifically tailored price and plan for the adventure.

## **Bike rental**

Bike rental is possible upon request. Please [email us](#) to find out about types of bicycles and prices we can offer. The Podia Roadventure price does not include a bike rental fee.

## **Travel insurance and travel documents**

You should ensure you have adequate travel insurance providing you with cover for baggage, cycling equipment, medical expenses and repatriation in the event of an accident or illness whilst on a Podia Roadventure as well as any personal requirements including cancellation charges. The Podia team will ask for details of this insurance upon arrival. Please contact us if you would like us to help you out with arrangement of suitable insurance.

If you chose to travel without adequate insurance cover, Podia will not be liable for any losses arising in respect of which insurance cover would otherwise have been available.

All Clients of Podia who are non-EU residents are required to have a passport valid for at least 6 months from the date of the Podia Roadventure and a visa to enter the EU if applicable in the country of origin. All Clients who are EU residents are required to have a valid identification document.

## **Bike maintenance**

If you bring your own bike for the Podia Roadventure it is your responsibility to ensure it is serviced before the trip and in safe and roadworthy condition. Podia cannot be liable for any damage or injury caused as a result of failure caused by your bike or its operation. It is your responsibility to bring with you any unique tools, electronic shifting chargers or special components which may be required for your bike.

## **Limitations of Liability**

Podia is not liable for bodily injury or property damage as a result of (but not limited to): physical exertion for which a Client is not prepared; forces of nature; collisions with bicycles, pedestrians or automobiles, road conditions including or not limited to lack of shoulder and roadway surfaces affected by weather conditions; travel by plane, train, auto, boat, or other conveyance, or by bicycle, ski, horseback, foot, or other form of active or adventure travel; consumption of alcoholic beverages; civil unrest; terrorism; breakdown of equipment; high altitude; lack of or limited access to medical attention in remote locations; and the adequacy of medical attention once provided.

Podia is also not liable for: expenses (e.g., meals, transportation, or hotel costs) that are not specified as included in the Podia Roadventure price, but may be required to get to or from a trip start or end.

Podia reserves the right to make route and hotel modifications as necessary to improve the quality of a trip or to accommodate the comfort and well-being of guests.

According to the laws of the Republic of Poland, Podia's liability for improper performance or failure to perform the Agreement is limited to the double amount of the price of such Podia Roadventure to which the Agreement applies.

Client is liable for all damages caused to Podia's equipment, other participants and third parties.

Podia is not liable for any third parties, providing services for Clients as a result of contractual obligations between Podia and such service providers and for other Clients participating in your Podia Roadventure.

## **Personal Data Protection**

All personal data given by the Client shall be processed by Podia for the purpose to organise and conduct a Podia Roadventure in a proper and safe manner. Podia shall be the administrator of such personal data. The Client may access his or her personal data at any time and has the right to modify this personal data. It is necessary to agree on Personal Data being processed by Podia in order to take part in the Podia Roadventures.

## **Applicable Law**

Podia Roadventures are organised according to the law of the Republic of Poland and such law is applicable for the Agreement, in particular the Tourist Services Act and the Civil Code.

As required by the laws of the Republic of Poland, in particular art. 16b of the Tourist Services Act, Podia Informs you that if you notice an improper performance of the Agreement, you shall immediately inform Podia of such circumstances in writing. If you wish to file a complaint for the performance of the Agreement, you may do so within 30 days from the end of your Podia Roadventure.

## **Miscellaneous**

Clients grant Podia permission to take photographs or film records of its trips for promotional and commercial use, without remuneration. The Client agrees to assign all right, title and interest they may have in or to any media in which their name or likeness might be used to Podia. Also Clients agree that Podia may use any testimonials regarding services rendered for promotional and/or commercial purposes without any remuneration.