

**Malta By Bike
Terms and Conditions
For Bike Hire and/or Bike Adventure**

FOR BIKE HIRE - WHAT THE PRICE INCLUDES: (1) Bicycle(s) delivered to and collected from your selected pick up point in Malta; (2) bicycle and safety helmet; (3) bike lock, (4) front and rear lights, (5) extra tube; and (6) small pump.

FOR BIKE ADVENTURE – WHAT THE PRICE INCLUDES: (1) transfers from and to your selected pick up point in Malta; (2) mountain bike and safety helmet; (3) experienced crew member to accompany you on the Bike Adventure. WHAT THE PRICE DOES NOT INCLUDE: any meals, ferry (in case of Gozo), other costs.

Anyone wishing to book a Bike Hire and/or Bike Adventure with Malta By Bike has to agree to and sign the appropriate Release Form, these Terms and Conditions and any related agreement(s). It shall further be presumed that anyone who has booked such a Bike Hire and/or Bike Adventure has agreed to the aforesaid conditions and no person shall be allowed to book any Bike Hire and/or Bike Adventure with Malta By Bike unless they have first agreed to all applicable conditions and related agreement(s).

1. Whoever signs the Release Form and related agreement(s) for the Bike Hire (the “hirer”) and/or participation in the Bike Adventure (the “participant”) is responsible for all bikes and accessories relating to that agreement, all of which must be returned in the same condition at the end of the hire period as was received at the start.

2. All of our bikes are safety checked before hand over so no responsibility will be accepted by Malta By Bike for loss, damage, or injury to the hirer and/or participant, fellow riders, or third party, occurring during the hire period. All hirers and/or participants are encouraged to examine the bike/s before signing the said agreement(s), to ensure they are satisfied with the bike/s to be hired or used in the Bike Adventure. Thereafter, each rider shall be deemed to be completely satisfied that their bike and accessories are fit for purpose.

3. In the event of any mechanical breakdown (punctures are not included), Malta By Bike can only recover bikes.

4. Whilst using the public roads and pathways, all riders must observe the Highway Code. If cycling off road, please keep to public rights-of-way where cycling is permitted and exercise due care to all other users.

5. **Cycling is not risk free** but with careful use of the equipment, injury to riders and third parties can be avoided. We recommend that you make use of the cycle helmets provided. Racing, time trials and any stunts such as wheelies, jumps etc, are not permitted. Malta By Bike shall not be held liable for any and all injury, disability, death, or loss or damage to person (whether the hirer and/or participant or third party) or property, related to or occurring during any Bike Hire and/or Bike Adventure arranged by Malta By Bike, and whether arising from the negligence of the person hirer and/or participant, Malta By Bike, and/or any other third party.

6. Charges will apply for bikes returned late or damaged during the hire period. Malta By Bike reserves the right to charge additional days hire fees depending on degree of lateness and extent of damage.

7. For the sake of clarity, the Bike Hire and/or Bike Adventures offered by Malta By Bike are available to any person, whether a Maltese citizen, a resident in Malta or a person visiting Malta, for the purposes of travelling in Malta by bicycle. For the purposes of the Malta Travel And Tourism Services Act, Malta tourism Authority regulations and any other laws as may, at any time, be applicable in Malta, Malta By Bike is neither a “travel agency” nor a “destination management company.” Moreover, for the purposes of the said Act, the Bike Hire and/or Bike Adventure offered by Malta By Bike constitute neither “organized excursions” nor “guided tours.” In respect of its Bike Adventures, Malta By Bike will provide an experienced, English-speaking crew member who will join participant(s) on a cycle trip in specified areas of Malta. However, it is understood and agreed that, as the Bike Adventures do not constitute “guided tours,” a licensed tour guide will not be provided and the crew member provided by Malta By Bike will not be in a position to guide visitors and/or interpret the cultural and natural heritage of Malta and/or specific area or areas therein.

8. All bikes are supplied with a padlock. Please ensure that no bike is left unattended unless it is first secured to a fixed object using the padlock through the frame and front wheel. Any incident of theft during the Bike Hire and/or Bike Adventure period shall be the responsibility of the hirer and/or participant and must be reported to Malta By Bike as soon as possible.

9. A deposit as well as a valid official identity document is required for each item hired and/or Bike Adventure.

10. Photos, video footage and recording on other media may be taken of the hirer/participant during the Bike Rental and/or Bike Adventure and the hirer/participant hereby give consent for the use of such media to be used for the promotion of Malta By Bike services, in print or digital form.

11. Optional services: Where any optional and/or supplementary services are booked, such as horse riding, abseiling, other sports and activities, gastronomic tasting and experiences, etc., even if booked through the agency of Malta By Bike, these optional and/or supplementary services constitute a **separate and distinct agreement** between the person(s) booking such optional and/or supplementary services and the relevant service provider. As such, Malta By Bike accepts no responsibility and may not be held liable for any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the person booking, the service provider or otherwise.

12. **Cancellations:** As it entails substantial cost and coordination on the part of Malta By Bike to make available the necessary bicycles and crew members for a Bike Hire and/or Bike Adventure, NO refund of any deposits and other payments shall be provided in case of ANY cancellations requested in respect of any Bike Hire and/or Bike Adventure FOR ANY REASON.

A refund of deposits shall ONLY be offered, exclusively in respect of Bike Adventures, in the event of severely adverse weather conditions on the day scheduled for the Bike Adventure (i.e. the Bike Adventure will go ahead in the event of light rain or other weather conditions).

13. The relevant contact is Mr Sergio Zammit, acting on behalf of Malta By Bike. Email: info@maltabybike.com

14. Applicable law and jurisdiction. It is a condition precedent to the use of the Malta By Bike website, any request for information or services, including access to information relating to details, costs etc., and the booking of any Bike Hire and/or Bike Adventure with Malta By Bike, that any person submits to the sole and exclusive jurisdiction of the Courts of Malta and to the application of the law in that jurisdiction, including any person accessing such information or facilities on their own behalf or on behalf of others.
