

## **Terms & Conditions of Tour**

### **Age**

The minimum age for participants is 16 years old. Written parental consent is required for under 18's. The parent must sign the waiver, but the adult's participation in the tour is optional.

### **Weight Restriction**

All customers must be above 45Kgs(100lbs / 7 Stone) and below 115Kgs ( 253lbs/18 Stone).

### **Health and Safety**

Tours cannot be offered to expectant mums for health and safety reasons.

Customers must be independently capable of standing and walking for extended periods of time and be able to step on and off the Segway PT unaided.

All customers must undergo a safety training and orientation briefing prior to commencement of tour, and sign acknowledgement of attendance.

### **Personal Protective Clothing & Equipment**

All customers must wear a high visibility belt/sash. A high visibility belt/sash is provided free of charge to each participant before tour commences and must be returned at the end of tour.

All customers must wear a helmet which is provided free of charge to each participant before tour commences and must be returned at the end of tour.

Appropriate clothing and footwear must be worn by customers.

### **Weather or not**

Tours will run rain or shine but will be cancelled during severe weather conditions- ice, snow, sleet, fog, frost, hail stone, storm, torrential rain or flooding conditions.

Dress appropriately as it does rain in Ireland, but rain ponchos are available to purchase at our Meet and Greet premises.

### **Payment**

Tours may be purchased at our Meet & Greet Premises on or before the tour date and time and subject to availability.

We would advise that tour places fill quickly so come early or book in advance to avoid disappointment.

We accept cash, and all major credit cards. No personal cheques will be accepted.

All door-step card and cash paying customers must provide valid proof of ID, name, address, email address and telephone number.

Tours may also be booked through our on-line reservation system (Powered by Goliath) on our website:- [www.segwayadventures.ie](http://www.segwayadventures.ie)

In order for a Segway Adventures Limited store to release a pre-booked or on-line tour booking or product, the customer must present proof of purchase in the form of the Order Conformation Reference Number and a valid proof of ID and address, email address and Telephone Number.

### **Alcohol & Drug**

The consumption alcohol or drugs is not permitted on tours.

Our tour guide reserves the right to refuse or withdraw persons from the tour without refund, if suspicion, notice or behaviour likely to arise from intoxication or drug misuse is presented by a customer.

### **Smoking**

Smoking is not permitted on the premises or whilst operating or riding the Segway PT.

### **Meet & Greet Location**

Customers will “Meet & Greet” at our city centre premises prior to commencement of the tour.

### **Arrival Times**

We ask that you arrive 15 minutes early as for scheduling reasons we must start on time. Late arrival will result in missing the introduction and training and you may not be permitted to take part.

### **Tour Size**

Each tour will have a maximum of 8 persons per tour.

### **Waiver**

Each customer must meet minimum criteria and must sign an acknowledgment of Training received and a Customer Waiver Agreement prior to their participation of the Adventure Tour.

Participants under 18 must have a parent or supervising adult present to sign for them.

### **Rest Rooms and Toilets**

Restrooms and Toilets are available at the meeting location. There are a limited number of alternative public restrooms along tour routes for emergency situations; however we have no control over their condition and level of service. We would recommend that you go prior to commencement of the tour as our time is limited and we want you to visit as many landmarks as possible.

### **Photography**

An absolute must, so bring a camera or camcorder to record your adventure.

### **Storage of Personal Effects**

Each Segway is equipped with small integrated storage bag and is ideal for small items of personal effects, for example- camera, camcorder, water bottle, wallet, small hand bag, medication, light rain-jacket.

Larger volume/weight personal effects cannot be taken on the tour. You may store your larger items of personal effects at our Meet & Greet premises; however this may be done at owner's risk.

**Food & Drink**

We recommend that you eat prior to commencement of the tour. Bring a light snack and drink if you'd like but we don't take lunch breaks during tours.

**Shopping and Souvenirs**

We don't do shopping stops, but we'll certainly show you the best places to shop after you've finished your adventure with us.

Check out our own high quality Segway Adventure merchandise and souvenirs for sale at our own Meet & Greet premises.

**Languages**

Our tours are conducted in English, but our tour guides will ensure that your tour with us is a wonderful and memorable adventure.

**Pets**

Sorry, no pets are permitted to accompany their owners on our tours

**Terms & Conditions of Use**

You are entirely responsible for any and all activities that occur under your account which is provided to you by Segway Adventures Limited. You agree to notify us immediately of any unauthorised use or any other breach of security.

**Privacy & Security**

When you register with Segway Adventures Limited we require an email address and contact information. This is required for communications regarding your order or other requests, weekly specials and other information which you have requested from us. All personal information is protected by local and national data protection and privacy laws.

By disclosing your personal information and using Segway Adventures Limited Web Systems, you consent to the collection, storage, disclosure, processing, use and transfer of your personal information where necessary and if required by Segway Adventures Limited, our data processors, our payment processors, financial institutions or fraud-risk management authorities.

We will not disclose your Personal Data to third parties unless you have consented to this disclosure or unless the third party is required to fulfil your order (in such circumstances, the third party is bound by similar data protection requirements).

We will disclose your Personal Data if we believe in good faith that we are required to disclose it in order to comply with any applicable law, a summons, a search warrant, a court or regulatory order, or other statutory requirement).

**Pricing**

The price listed on the Website (the 'price') for Segway Adventures Limited products (the "products") will be as stipulated at the time when you place your order on the website. We are entitled to make adjustments to the price to take account of any increase in our supplier's prices, or the imposition of any new taxes or duties, or if due to an error or omission the price for the products on the Website is wrong.

**Cancellation Policy**

Customers will be notified by text, email or by phone in advance of the cancellation of their

tour because of forecasted or prolonged severe weather conditions.

Any tours interrupted and cancelled by the tour guide within the first hour of commencement because of severe weather conditions will be offered full value cancellation vouchers or full refunds.

Any tours interrupted and cancelled by the tour guide after the first hour of commencement because of severe weather conditions will be offered 50% value cancellation vouchers or 50% refunds.

Cancellation vouchers and refund transactions for all doorstep, card or on-line booking payments shall be processed and refunded through our on-line reservation system. No cash refunds will be permitted.

Late arrival will result in missing the introduction and training and you may not be permitted to take part. Failure to show or join the tour at the appointed time on your booking will result in your portion of the tour being cancelled.

Any cancellations made less than 7 days prior to any bookings will not be refunded.

Tour bookings are guaranteed for you and therefore cannot be re-scheduled.

### **Refund Policy**

Customers have a statutory right to a 7 day cooling-off period when purchasing online, which begins on the day that the product is received.

Vouchers or full refunds shall be offered in the event of severe weather cancellation of tours by and at the sole discretion of the tour guide.

Customers will be notified in advance by text, email or by phone and refunded in the event of the cancellation of their tour because of forecasted or prolonged severe weather conditions.

No refund for Late Arrivals, No Show or Cancelled Bookings made less than 7 days prior to any bookings made. Tour bookings are guaranteed and therefore cannot be re-scheduled

If a purchased product or merchandise is defective or damaged in any way at the time of delivery, the customer must contact the customer service department at [info@segwayadventures.ie](mailto:info@segwayadventures.ie) or by phone at 1850 211637 within 72 hours of receiving the product. [segwayadventures.ie](http://segwayadventures.ie) will then organize a replacement product immediately

### **Delivery – On-line Tour Bookings**

Tour bookings made through our on-line secure booking system (Powered by Goliath) will be delivered by email to the Customer in the form of an Order Confirmation Receipt of Tour Booking.

The Order Confirmation Receipt of Tour Booking will contain details of the Tour Location, Meet and Greet Point & Telephone Number, Location Map, GPS Co-ordinates, Time of Tour, Arrival Time, Booking Reference, Acknowledgement of Payment, and Contact Details of the Customer.

In order for a Segway Adventures Limited store to release a tour or product, the customer must present proof of purchase in the form of the Order Confirmation Reference Number and a valid proof of ID and address, email address and Telephone Number.

### **Delivery – Door step Tour Bookings**

All door-step card and cash paying customers will be provided with an Order Confirmation Receipt of Tour Booking by email.

The Order Confirmation Receipt of Tour Booking will contain details of the Tour Location, Meet and Greet Point & Telephone Number, Time of Tour, Arrival Time, Booking Reference, Acknowledgement of Payment, and Contact Details of the Customer.

### **Delivery - Merchandise**

We will endeavour to deliver merchandise products to you within 7 working days of your account order within the island of Ireland, where this is practical. However, products are subject to availability and delays may sometimes occur that are outside of our control. Any dates specified for delivery are therefore approximate only. If delivery is delayed for more than 21 days, you have the right to contact us and refuse to accept the products. In these circumstances, we will refund any money paid by you for those products and any delivery monies you have been charged. However, we will not be responsible for any other losses, costs, damages or charges that you may suffer if we delay in supplying or do not supply those products. At the time of delivery you will be required to validly sign-off on the delivery of the products, after which time the products become your sole responsibility

### **Reserve and Collect**

Vouchers and Merchandise Items reserved for collection in a store will be available for collection on the same day as the order is placed (\*subject to availability). If the product becomes available sooner Segway Adventures Limited will inform the customer via text message, email or phone. In order for a Segway Adventures Limited store to release a product, the customer must present proof of purchase in the form of the order conformation or a valid proof of ID and address

### **Returns/Claims**

You have a statutory right to a 7 day cooling-off period when purchasing online, which begins on the day that the product is received. If a product is defective or damaged in any way at the time of delivery, the customer must contact the customer service department at [info@segwayadventures.ie](mailto:info@segwayadventures.ie) or by phone at 1850 211637 within 72 hours of receiving the product. Segway Adventures Limited will then organize a replacement product immediately

### **Accordance with Specification**

All descriptive matter, drawings, pictures, colours, specifications and advertising on the website are for the sole purpose of giving an approximate description of the products

### **Advertising**

We reserve the right at all times to place advertisements and promotions on the website. Advertisers and sponsors on the website are solely responsible for complying with all local, national, state and international laws (where relevant) and we exclude all liability howsoever caused therefrom.

### **Disclaimer of Warranties**

The information contained in the website is for information purposes only and, although we have made every effort to ensure the correctness of the information contained herein, the information available through the website is provided "as is" and "as available" and without warranties or conditions of any kind either express or implied. We do not warrant or represent that the use or the results of the use of the materials available through the Website or from third parties will be correct, accurate timely, reliable or otherwise. We accept no liability in relation to any of the above other than as may be provided for under your statutory rights.

### **Limitation of Liability**

To the fullest extent permitted by applicable law, under no circumstances, including, but not limited to, negligence, shall we be liable to you for any direct, indirect, incidental, special or consequential damages that result from the use of or the inability to use the Website, any changes to the Website, any material or data sent or received or not sent or received or for any of the above-mentioned damages that result from the use or inability to use the Products. In no circumstances shall our liability and that of our suppliers to you and/or any third parties for any of the above exceed €200.

### **Proprietary Rights to content**

You acknowledge that content, including but not limited to text, software, music, sound, photographs, video, graphics or other material contained in either sponsor advertisements or email-distributed, commercially produced information presented to you on the Website by us, or our advertisers or other content providers, is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws.

### **Contract**

No contract will subsist between you and Segway Adventures Limited or any partner store of Segway Adventures Limited for a sale to you of any product or service unless and until Segway Adventures Limited or the Segway Adventures Limited partner store accepts your order by e-mail confirming that it has dispatched your order. That acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to you at the time Segway Adventures Limited sends the e-mail to you (whether or not you receive that e-mail).

### **Modification of terms**

We reserve the right to change the terms of use or policies regarding the use of the website (including, in particular, those relating to price or availability) at any time and to notify you by posting an updated version of the terms of use on the Website.

### **General**

We shall not be liable for any failure to perform any of our obligations under these terms and conditions which is caused by circumstances beyond our reasonable control including, but not limited to any force majeure incident. Our failure to exercise or enforce any right or provision of the terms of use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. The section titles in the terms of use are solely used for the convenience of the parties and have no legal or contractual significance.

### **Laws**

The terms of use shall be governed by and construed fully in accordance with the laws of Ireland. You and we agree to submit to the exclusive jurisdiction of the courts located in Ireland. If any provision(s) of the terms of use is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect.

### **Termination**

We may terminate the Website with or without cause at any time and effective immediately. In addition, we, in our sole discretion, may terminate your Account for violation of the letter or spirit of these terms and conditions.

## **Gift Vouchers- Terms and Conditions of Sale**

### **Validity**

Vouchers are valid for 12 months from date of purchase for the amount specified, for new bookings only.

### **Delivery of Gift Vouchers**

Vouchers are issued either in-store to the purchaser or by post, to the address specified at time of purchase and can be sent to either the purchaser or to the gift recipient, subject to the purchaser's preference.

### **Gift Voucher Redemptions**

The recipient of a gift voucher must redeem their voucher by booking their tour in advance via telephone, stating their preferred tour time and date. The preferred tour booking time and date is subject to availability, as tours often book out in advance. Please ensure to redeem and book your tour early to avoid disappointment. Bookings can be made by telephone by calling 1850 211637 or 00 353 87 1674 637 or directly at our Meet and Greet premises locations. At the time of the booking, the recipient must specify and agree their preferred tour date & time with the booking agent, provide names, email addresses and/or mobile phone numbers of participants, confirm acceptance of our terms and conditions and provide the gift voucher reference number. The corresponding voucher must then be presented on arrival at our Meet & Greet location on the date and time of booking. All customers are asked to arrive 15 minutes prior to the tour commencement. Proof of identification and/or other qualifying evidence may be required to confirm compliance with our tour terms and conditions.

### **Refunds and Cancellations**

Gift vouchers are non-refundable and cannot be exchanged, either fully or in part for cash of any amount. Cancellations, late arrivals and no-shows of bookings made using gift vouchers cannot be amended or cancelled and are non-refundable and cannot be exchanged.

### **Lost or Stolen Vouchers**

Vouchers are the responsibility of the customer and any vouchers either lost or stolen cannot be replaced.

### **Privacy Policy**

The following privacy statement applies to any customer data collected and/or held by Segway Adventures Limited, in relation to gift voucher sales.

At Segway Adventures Limited the privacy and protection of personal data is treated with the utmost seriousness.

Our privacy statement following, sets out the data protection practices currently in place within the company. We fully endorse and adhere to the principles of all current Data Protection Acts applicable in the jurisdiction of our operations. Specifically, we state that we will: Obtain and process information fairly. Keep it only for one or more specified, explicit and lawful purpose. Use and disclose it only in ways compatible with these purposes. Keep it safe and secure. Keep it accurate, complete and up to date. Ensure that it is adequate, relevant and not excessive. Retain it for no longer than is necessary for the purpose or purposes intended. Give a copy of his/her personal data to that individual, on written request. If at any time you believe that this web site has not adhered to these principles, please notify The Managing Director, Segway Adventures Limited by e-mail at [info@segwayadventures.ie](mailto:info@segwayadventures.ie) and we will use all commercially reasonable efforts to promptly determine and correct the problem.