

# Rider Conduct, Payment, Refund, and Cancellation Policy

## Ride Policies

Riders are expected to have a positive attitude, be congenial with other tour participants, be flexible when things don't turn out as expected, and cooperate with the tour leader(s), sag driver(s), and other riders in the course of the tour. Riders who fail to conform to these expectations will be asked by the tour leader to leave the tour at their own expense. Such riders may not be able to register for future tours at the discretion of the HeartCycle board.

The Tour Leader(s) may, at their sole discretion, remove a rider from the tour forthwith and with no refund in the event the rider (a) is disruptive to the group or leaders, (b) is not prepared for the requirements of the ride, or (c) exhibits habitual careless cycling practices, or there are roommate disputes.

Riders have a responsibility to respect the health and safety of the other tour participants at all times. If you are feeling ill during the tour, you are expected to take appropriate actions to limit your interactions with the other tour participants. These actions may include skipping one or more ride days, masking, isolating, and/or leaving the tour if circumstances dictate. **HeartCycle Tour participants have the responsibility to disclose any infection that poses a health risk immediately to entire tour they are participating on via email or text.**

HeartCycle allows three types of accommodations regarding roommates on tours:

1. Single Supplement – Allows you to room alone or with a non-riding companion. Single supplements can sometimes be limited depending on room availability. Contact your tour leader.
2. List a roommate of your choice – On your profile page, you can fill in the name of a roommate; please ensure that they are in fact signing up for the same tour.
3. HeartCycle-assigned roommates – If no preferred roommate is listed, leaders will assign roommates based on same sex, but otherwise randomly. Neither HeartCycle Board or Tour Leaders shall take responsibility for any unforeseen circumstance that arises out of such rooming arrangement.

## Payment Policy

HeartCycle Bicycle Touring Club is a not-for-profit volunteer organization and offers high-quality tours for the best value. HeartCycle makes financial commitments well before a tour begins; late withdrawals from tours can cause losses for the club.

Final payments are due 90 days prior to tour start date or as stated in the tour description (maybe earlier on foreign tours). The Tour Director will enable final payments ~30 days prior to due date.

If final payment is not received by the due date, HeartCycle reserves the right to remove the member from the tour for nonpayment, without refund of the deposit.

## Cancellation Policy

Cancellation requests are to be made by the member via their HeartCycle account. Once complete, the Registrar will initiate a refund in accordance with HeartCycle policies. If the member is unable to cancel in their account, they may make a request to the Registrar in writing via email at [registrar@heartcycle.org](mailto:registrar@heartcycle.org).

After final payment has been made and you cancel, refunds are based on the number of days preceding the tour:

- If the tour start date is 90-plus days away, you will receive a refund less a \$75.00 handling fee.
- If the tour start date is 60–89 days away, 50% of monies paid will be withheld.
- If the tour start date is fewer than 59 days away, no refund will be granted.

Some tours may have more restrictive cancellation policies. The rider should review them on the website tour description.

If after cancellation, HeartCycle is able to replace you with someone from the waitlist, you may receive a full refund minus a \$75.00 handling fee. Cancellation from a waitlist status will result in a full refund of deposit paid.

### **Trip Cancellation Insurance**

Because situations can change, HeartCycle strongly recommends that each participant purchase trip insurance. HeartCycle does not recommend any particular policy. You should inquire carefully about coverage and conditions. For a comparative analysis of travel insurance companies and their policies, you may consider [www.insuremytrip.com](http://www.insuremytrip.com) or, you can call them at (800) 487-4722. HeartCycle does not endorse, recommend, or make any representations about the above website.

### **Refunds**

Refunds pursuant to the Cancellation Policy will be handled through PayPal if the original transaction was fewer than 180 days ago. After 180 days, a check will be requested by the Registrar and mailed. PayPal will process the refund in whatever method was used to make purchase, i.e., credit card, debit card, or bank transfer. You will receive an email from PayPal alerting you to the refund. Be sure to check your bulk/spam/junk email box. Please allow up to 10 days for such monies to be processed in either scenario.

Membership dues are not refundable.

### **Force Majeure**

HeartCycle does not accept liability for any loss, damage or expense resulting from a force majeure event. Force majeure means any unusual or unforeseeable circumstance beyond our reasonable control or the control of our suppliers, the consequences of which neither we nor our suppliers could avoid even with all due care, including, but not limited to, war or terrorist activities, threatened or actual, civil unrest, riot, industrial action, threatened or actual, adverse weather conditions, fire, flood, drought, natural or nuclear disaster, closures, unforeseen alterations to public transport schedules, changes imposed by rescheduling of aircraft or boats, unavoidable technical problems with transport, machinery or equipment, power failure, epidemic or outbreaks of illness, which either delays or extends the tour, compels a change in arrangements or its cancellation. In the event of cancellation of a tour due to force majeure, after payment of all required tour expenses, and at the discretion of the Board of Directors, HeartCycle will distribute any remaining funds derived from the cancelled tour's transactions, pro rata to riders registered on the cancelled tour.

Please note that at the discretion of the Board of Directors, Colorado HeartCycle may cancel any trip. We will always try to give as much advance warning as possible about such a possibility or about an actual cancellation. Also, if you cannot participate in a trip that you have registered for due to unforeseen circumstance, a refund will not be available. See the above Refunds and Cancellations Policy. For these and other reasons, you are advised to consider trip insurance.

**The HeartCycle board reserves the right to modify and/or waive these policies in accordance**

**with the best interests of the club, as determined by the sole discretion of the Board.**