


Cycling With Us Booking Conditions 8/8/2022

1. Your contract is with Cycling With Us and the Booking Conditions set out clearly and simply are the responsibility we have to you and in turn, you have with us, when a contract is made.

2. Your Financial Protection

 The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Cycling With Us Memberships No 5462, and in the event of their insolvency, protection is provided for the following:

1. non-flight packages, and
2. flight-inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Cycling With Us.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on **01702 811397** and advise you are a customer of an ABTOT protected travel company.

You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukksi/2018/634/contents/made>

3 - BOOKING AND PAYMENT

When a booking is made, the 'lead name' on the booking guarantees that they are 18 or over and have the authority and accepts on behalf of the party the terms of these booking conditions and pays the required (per person) deposit.

After we receive your booking form and all appropriate payments, if the arrangements you wish to book are available, we will send you a confirmation invoice within 14 days.

A binding agreement will come into existence between us when we dispatch this invoice to the 'lead name' or your booking form. Please check the confirmation carefully

to ensure all the information is correct. This contract is governed by English Law, and the jurisdiction of the English Courts.

You can book by paying a deposit for each person named on the booking, but our commitment is always conditional upon the balance being paid at least 10 weeks before your departure. If you book within our balance due period, you will need to pay the total holiday cost at the time of booking. If the balance is not paid in time, we reserve the right to cancel your holiday, retain your deposit, and apply the cancellation charges set out in the paragraph below. The date of cancellation will normally be the date we receive your written confirmation that you intend to cancel or 15 days after the balance due date, whichever comes first.

Please note: Single occupancy of rooms, when available, may be subject to a supplementary charge and these will be shown in the brochure.

The number of rooms available at this price may be limited.

4 - WEB-SITE ACCURACY

Although Cycling With Us make every effort to ensure the accuracy of the web site information and pricing, regrettably errors do sometimes occur. You must therefore ensure you check the price and all other details of your holiday with us at the time of booking and when you receive our confirmation invoice.

5 - OUR PRICING POLICY

Cycling With Us endeavour to ensure that the most up to date and correct prices are shown in our brochure. Occasionally, an incorrect price may be shown, due to an error.

When we become aware of any such error, we will endeavour to notify you at the time of booking (if we are then aware of the mistake) or as soon as reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is applicable to the holiday.

The price of the holiday will not be subjected to any surcharges except those arising from exchange rate changes, transportation including the price of fuel. Even in these cases we will absorb the cost equivalent to the cost of first 2% of the holiday price. Amounts more than this plus £1 administration fee. If this means the total cost of the holiday increases by more than 10% then you are entitled to cancel your holiday and receive a full refund of all monies paid except any amendment charges. If you exercise the right to cancel, we must receive written notice within 14 days of the date of the surcharge invoice. The currency exchange rate used in the holiday costings are based on rates as at the publication date of these booking conditions.

6 - IF YOU CHANGE YOUR BOOKING

If, after our confirmation has been issued, you wish to change to another of our holidays, we will do our utmost to make the changes, but we cannot guarantee to do so. However, notification must be received by us in writing from the person who signed the booking form, at least 4 weeks before departure. This must be accompanied by a payment of £50 to cover our administrative costs, plus costs we incur in making the amendment. Alterations cannot be made within 4 weeks of departure and any such request for an alteration will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out in paragraph below.

7 - TRANSFERRING YOUR BOOKING

You can transfer your booking to somebody else, but the person must satisfy all the conditions of the holiday and this change must be made a minimum of 4 weeks before departure. This transfer will cost £50 plus reasonable costs to make the transfer. You will remain responsible for ensuring payment. This is in addition to (and does not affect) the separate responsibility of the transferee to us.

8 - IF YOU NEED TO CANCEL YOUR HOLIDAY

You or any member of your party may cancel your holiday at any time provided the cancellation is made by the person signing the booking form and is communicated to us in writing. You must pay cancellation charges to cover our administration costs and to compensate for the risk of us not reselling the holiday. Your cancellation will take effect from the date on which we receive your written confirmation of your cancellation.

A reduction in room occupancy may increase the charges for the remaining passengers by the application of supplements for low occupancy of rooms. Where bought in supplies, such as ferries, hotel accommodation etc have been bought in on your behalf, and where the terms and conditions of the supplier are non-refundable, these products will be charged to you at the full retail rate. If this applies, the non-refundable items will be deducted from your holiday costs and the following scale of charges will be applied to the remainder: **Cancellations** will only be accepted in writing by post or email attachment from the lead person on the booking form. Cancellation charges will be levied in line with the scale listed on the holiday details

9 - IF WE CHANGE OR CANCEL YOUR HOLIDAY

We hope that we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make minor changes. We reserve the right to do this at any time. We will let you know about any important changes as soon as possible. If after booking, and before departure, we make a major change to your holiday, you will have the option of withdrawing from the holiday without penalty or transferring to another holiday without any charge. In either case, we

will pay you compensation, according to the scale set below. A major change includes the time of your departure or return time by

more than 12 hours, a change in departure point, a change in cross channel travel, type of hotel (excluding single overnight hotels on touring packages where the quality of the hotel is comparable). If we tell you about any of these changes after we have confirmed your holiday booking (other than force majeure), you may either:

- accept the new arrangements offered by us; or
- accept a replacement holiday from us of equivalent or similar standard and price (at the date of the change), if we can offer you one; or
- cancel your holiday with us and receive a full refund of all monies

Either way, we will pay you compensation, using the Compensation table shown below.

Period before departure in which significant amount per person is charged

More than 70 days Nil

Within 70 days £15

Within 56 days £20

Within 28 days £25

Rates reduced by 50% if package is of 3 days duration or less

IMPORTANT NOTE Compensation will not be payable if the holiday is cancelled because the number of persons booked is less than the number required, or for events beyond our control, which include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; hurricanes and other actual or potential severe weather conditions, and any other similar events. You are also advised to check with The Foreign and Commonwealth Office Advice Unit regularly at www.fco.gov.uk/travel prior to travel.

All holidays operate if the minimum number of participants is met. However, in no case will we cancel your holiday less than 8 weeks before the scheduled departure date, except where you have failed to pay the final balance or because of force majeure.

10 - Force majeure

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "unavoidable and extraordinary circumstances", meaning any event beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination, pandemics (Coronavirus) or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned control.

11 - OUR RESPONSIBILITY TO YOU

We will endeavour to ensure the holiday which you book with us is supplied as described in our publicity material and the services offered reach a reasonable standard. We accept responsibility for the acts and/or omissions of our volunteers, agents, and suppliers except where they lead to death, injury or illness. Our liability in all cases shall be limited to a maximum of twice the value of the original holiday cost. We accept responsibility for death, injury, or illness caused by the negligent acts and/or omissions of our volunteers, agents together with our suppliers and sub-contractors, servants and/or agents of the same whilst acting within the scope of, or during their employment in the provision of your holiday. We will accordingly pay to our clients such damages as might have been awarded in such circumstances under English Law. In respect of carriage by air, sea, tunnel and rail and the provision of accommodation our liability in all cases will be limited in the manner provided by the relevant international convention.

If we make any payment to you or any member of your party for death or personal injury or illness, you will be asked to assign to us or our insurers the rights you may have to act against the person or organisation responsible for causing the death, personal injury or illness. This clause does not apply to any separate contracts that you may enter for excursions or activities during or outside of your holiday.

12 - IF YOU HAVE A COMPLAINT

If you have a problem during your holiday, please inform your Tour Manager, the relevant Supplier immediately who will endeavour to put things right. If your complaint cannot be completely resolved locally, you must complete a holiday report form which can be obtained from your tour manager. Once completed, a copy will be made and given to you to keep. If you remain dissatisfied please follow this up within 28 days of your return home by writing to the tour manager (at our address), giving your original booking reference number and all other relevant information, including the reference of the holiday report form. It is therefore a condition of this contract that you communicate any problem to the supplier of the services in question AND to your tour manager whilst in resort and obtain a written report form. If you fail to follow this procedure, we cannot accept responsibility, as we have been deprived of the opportunity to investigate and rectify the problem.

13 - TRAVEL DOCUMENTS, ITINERARIES AND PASSPORTS

For all Continental holidays, you will require a full 10-year British Passport (machine readable) valid for the period required for the country or countries you are visiting. If you do not hold a full British Passport or you have any doubts about your status as a resident British subject, you must check with the Embassy or Consulates of the Countries to be visited to confirm the Passport or visa requirements when you book. We cannot accept responsibility if passengers are not in possession of the correct travel documents. For full details on passport requirements, please contact 'the identity and passport service' on 0300 222 0000 or see www.direct.gov.uk

Approximately 4 weeks prior to departure, we will send you all the necessary information and documents so that you receive them in good time for your holiday.

Excursions which are included in the cost of your booking are detailed on the brochure page and refunds will not be made for excursions not taken.

Admission fees to buildings, grounds etc. are not included in the price of the package unless otherwise stated on the relevant brochure page.

We reserve the right to modify itineraries to conform with requests from competent authorities both within the UK and abroad.

14 - HEALTH & SAFETY

Before booking your holiday, you should be sure that you and your party are both physically and mentally fit to complete the itinerary, a Covid Pass may be needed to enter certain countries. If you need advice or further information, you should contact us. Cycling With Us shall not be responsible for any customer actions of for injury, damage to property or other loss due to inadequately serviced and maintained bicycles. It is a requirement by our insurance company that you wear a cycling helmet whilst cycling, and we advise you wear a helmet. Cycling With Us accepts no responsibility if a group member chooses not to wear a helmet against advice, and has an accident which results in injury.

IMPORTANT - You must tell us if you have an existing medical condition, before you book your holiday. We reserve the right to request a doctor's certificate confirming you are fit to travel. If, in our reasonable opinion, your chosen holiday is

not suitable for your medical condition, we reserve the right to refuse your booking. We also reserve the right to cancel any holiday and impose cancellation charges if we are not fully advised of any relevant medical condition at the time the booking is made and subsequently decide that we are unable to accommodate you. This applies whether we advise that we are unable to accommodate you either before departure or during the holiday and if this occurs during the holiday then we will assist you in making the arrangements to return to your home, but we are not liable for the costs involved. You are responsible for bringing with you the proper clothing and equipment, which we advise you about in our printed trip information. We will not be held responsible for any incident caused by a badly maintained bicycle; it is your responsibility to see that all bicycles belonging to you and your party are in good order.

15- PASSENGER BEHAVIOUR

We want all our customers to have a happy and carefree holiday. You are responsible for your behaviour and hygiene and the effect it may have on others. If you or any other member of your party is abusive, disruptive or behaves in a way that could cause damage or injury to others or affect their enjoyment of their holiday or which could damage property, we have the right to terminate your contract with us and we will have no further liability or obligation to you.

If you are refused boarding on the outward journey, we will regard it as a cancellation by you and we will apply cancellation charges. If the refusal is on your return journey, we have the right to terminate the contract with you.

16 - TRAVEL INSURANCE

Travel insurance is mandatory, and you are required to have an adequate insurance policy which meets your requirements particularly medical expenses, pandemic cover and emergency repatriation when travelling with us. If you do not have adequate insurance and require our assistance during your holiday, we reserve the right to reclaim from you any medical repatriation or other expenses which we may incur on your behalf which would otherwise have been met by insurers.

Warning: Should you decide for whatever reason to delay the commencement of your insurance cover until nearer your departure date e.g. to start an annual policy, you risk the loss of payments made before the policy comes into effect should it become necessary for you to cancel your booking.