

# **BOOKING FORM**

Members booking together but not residing at the same address, *or who have different responses to questions a to e*, must complete separate Booking Forms.

Use reverse side to give additional information.

# Montenegro 16 - 29 June 2013 Tour 1330

## Please print clearly

	Mr Mrs Miss	Surname	First name as on passport *	Date of birth (DDMMYY)	CTC/ECF Member no & expiry date (DDMMYY)	Passport no & expiry date DDMMYY	Nationality		
1					,				
2									
	* Plea	ase indicate your full given r	name then, if different, i	the name by which	you would want to be ac	ldressed in person			
Α	ddress	: <u> </u>		Post Code:					
Ρ	hone: (	day)	(eve)	ve) (mobile)					
Ε	mail:								
a)	If you	have not been with this le	ader						
		give details of recent cyclir ices, including any CTC or							
		you have been on:	pinately						
		ite who you would wish to		ct name:		Relationship to you:			
contacted in case of an emergency:  Address:						Phone:			
c) Give details of any medical, mental or physical condition or learning difficulty that the									
İe	leader or emergency personnel ought to be aware of (include any medications you take):								
a	ware or	(include any medications	you take).						
d) Indicate if there is any particular aspect of this tour about which you feel you might need									
e	ktra hel	p or information:	mgnt need						
e) Special requests: e.g. meals, rooms,									
sharing with someone (special requests cannot be guaranteed and are subject to									
a	vailabil	ity)							
W	/ill this	be your <i>first</i> CTC tour? \	YES/NO If YES	how did you <b>FIRS</b>	<b>ST</b> find out about this to	ur? (tick one)			
		t in Cycle magazine		•	vert in CycleClips	,	)		
	Throu	gh a friend or CTC tour lea	ader	Other (please spe	cify)				
lf	you ar	en't already receiving Cyc	leClips, CTC's weekl	y email newslette	r, would you like us to s	sign you up? YES / NO			
spe	ecified o	ad and understood the tolon on behalf of all persons na . I confirm that the above i	amed on this form and	d request CTC Cy	. I am authorised to acciding Holidays & Tours	cept the conditions of the bo Ltd to book the tour arranger	oking as nents set		
						to cover the required deposi	t of £250		
per	persoi	n (£255 if paying by credit	card) along with the r	elevant part of the	e insurance Declaration	Form.			
Signature			Na	ame		Date			

CTC CH&T will use the information you have provided here for the purpose of providing you with holiday services. CTC CH&T will not disclose this information to any other person or organisation except in connection with the above purposes. If you have any query about the use we make of your data, please write to: The Data Controller, CTC Cycling Holidays & Tours Ltd, Parklands, Railton Road, Guildford, Surrey GU2 9JX.

## CREDIT/DEBIT CARD AUTHORISATION

Complete one or more parts of this form if you wish to use your credit or debit card for any or all of the payments for this tour. You may send in forms for all payments at the same time or as the relevant payments come due. They will not be presented for payment until the due dates indicated in the Prospectus for this tour. Please bear in mind the expiry date of your card. **PLEASE PRINT CLEARLY**.

**Tour 1330** Montenegro I hereby authorise my credit / debit card (circle which) to be charged as follows: Visa / Mastercard / Maestro (circle which) Number: Starts: / Expires: / 3-digit code: **Deposit** £ \_\_\_\_\_ (including 2% fee if credit card payment) Booking ref: Name (leader to complete) Signature **Tour 1330** Montenegro I hereby authorise my credit / debit card (circle which) to be charged as follows: Visa / Mastercard / Maestro (circle which) Number: \_\_ Starts: \_\_\_\_/\_\_ Expires: \_\_\_\_/\_\_\_ 3-digit code: \_\_\_\_ \_\_\_\_\_ (including 2% fee if credit card payment) Intermediate Payment £ (this payment does not apply to all tours) Booking ref: Name (leader to complete) Signature **Tour 1330** Montenegro I hereby authorise my credit / debit card (circle which) to be charged as follows: Visa / Mastercard / Maestro (circle which) Number: Starts: \_\_\_\_/\_\_ Expires: \_\_\_\_/\_\_\_ 3-digit code: \_\_\_\_\_ Final Balance £ \_\_\_\_\_ (including 2% fee if credit card payment) Booking ref: Name (leader to complete)

Signature



## INSURANCE DECLARATION FORM

If you already have a travel insurance policy in effect, please complete **Part A** below and return it with your booking. If you need to arrange insurance, and arranging it is contingent on your being informed that you could be given a place on this tour, please complete **Part B** and return it with your booking, then complete and return Part A as soon as your insurance cover is in place. People booking places on a tour together but not covered by the same policy **must complete separate forms**.

PLEASE PRINT CLEARLY

Clause 8 of our Booking Conditions stipulates that, for tours outside the UK, Travel Insurance is mandatory.

Our tours operate in many and varied locations in Europe and further afield, often in remote areas, high mountains, deserts and other areas where medical and rescue services are not plentiful and/or costs can be very high. The risks associated with cycling in such areas can be considerable, and for these reasons it is mandatory that all participants are adequately insured, particularly in respect of Medical Expenses and Emergency Repatriation in the event of illness or injury. The level of cover considered adequate may vary according to the location to be visited. However, it is our experience that most of the lower priced travel policies on the market do not offer adequate cover for longhaul tours. We would suggest that cover for the main risks needs to be as follows

Medical, Repatriation & Associated Expenses£10 millionPersonal Liability (Third Party Cover£2 millionLegal Expenses£25,000Baggage and Personal Effects£ 2,000

If flying, Missed Departure, Delay and Abandonment should also be well covered.

When taking out a policy you are advised to check that such policy provides cover in the country/area where your chosen tour is to take place and that you are not adversely affected by any clauses that limit the amount of cover based on age and/or pre-existing medical conditions. You should also ensure that cover is provided whilst cycling on or off-road and check if your cycle will be repatriated following a medical emergency. Whether to wear a cycle helmet or not is entirely the choice of the participant. However, some insurance companies require helmets to be worn when cover is provided, and in some countries there is also a legal requirement that helmets must be worn. The tour leaders' information will advise if this is the case for your chosen tour. It should be noted that not all helmets offer the same level of protection. Also check whether the policy covers damage to your cycle. Most policies do not provide this, and thus a separate policy may be needed if you require this cover.

CTC members who do not reside in the UK are not covered for third party and are advised to obtain suitable cover before leaving their normal residence, ensuring that their travel policy commences on the day they leave their normal residence. It is unlikely that participants not resident in the UK will be able to obtain cover once they arrive in the UK. Overseas members who have been touring the UK prior to taking part in a CTC tour should ensure that their existing travel policy is extended to cover the tour if necessary.

We can accept no responsibility for any costs that may be incurred due to insufficient insurance cover.

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.

<u>PART A</u> Return this part of the form to your tour leader as soon	as possible, not later than the final payment date.						
Name/s:	Policy No:						
Insurance Company:							
Emergency Assistance Company:							
Their contact telephone number:							
I confirm that I have read and understood Clause 8 of the Booking Conditions and have taken out insurance cover in accordance with the suggestions made. It is further understood that CTC Cycling Holidays & Tours can accept no responsibility for any costs that may be incurred due to insufficient insurance cover.							
Signed	Date						
Tour No. & Date:							
PART B Return this part of the form to your tour leader with your booking if necessary.							
I will arrange travel insurance and complete the declaration in Part A of this form as soon as possible upon being informed that I/we could be given a place on this tour.							
Name/s:	Tour No:						
Signed	Date						

Should you have any difficulty in obtaining insurance cover to the level required in our Booking Conditions, you must advise your tour leader as soon as possible.

## **BOOKING CONDITIONS** (2013-2014)



Your contract is with CTC Cycling Holidays & Tours Ltd, Parklands, Railton Road, Guildford, Surrey GU2 9JX (a subsidiary of the Cyclists' Touring Club) and hereinafter referred to as the company. These booking conditions, together with the information contained in the tour prospectus and booking form, form the basis of your contract.

Tours are designed and planned by CTC members, hereinafter referred to as the leader, on behalf of the company. This person will normally, but not necessarily, travel with and lead the tour, except in the case of self-guided tours. Tours are only open to members of the CTC or of national organisations that are members of the European Cyclists' Federation (ECF). If you are a UK resident but not a member of the CTC the leader will advise you how to join. All of our leaders are experienced cyclists who put together individually tailored programmes to meet the needs of the participants, many of whom travel with our groups regularly.

Leaders ensure that all possible care is taken to see that you have a happy and successful cycling holiday. The booking conditions below seek to explain as clearly as possible the responsibility undertaken between us when you make, and we accept, a booking.

#### Your financial protection



The air holidays in our programme are ATOL protected. When you buy an ATOL protected air holiday package from CTC Cycling Holidays & Tours Ltd you will receive a confirmation invoice from us confirming your arrangements and your protection under our Air Travel Organiser's Licence number 5613. In the unlikely event of our

insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at <a href="https://www.atol.org.uk/">www.atol.org.uk/</a>. The price of our air holiday packages includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices.



As a member of the Association of Bonded Travel Organisers Trust Limited (ABTOT), CTC Cycling Holidays & Tours Ltd has provided a bond to meet the requirements of the Package Travel, Package Holidays and Package Tours Regulations 1992. In the event of CTC Cycling Holidays & Tours Ltd insolvency, protection is provided for non-flight packages commencing in and returning to the UK and other non-flight packages excluding pre-arranged travel to and from your

destination. Protection is also provided for non-flight packages where travel is within the UK. Please note that packages booked outside the UK are only protected when purchased directly with CTC Cycling Holidays & Tours Ltd. In the above circumstances, if you have not yet travelled you may claim a refund, or if you have already travelled, you may claim repatriation to the starting point of your non-flight package.

#### 1. To make a booking

Reservations can only be made directly with the leader who has arranged the tour, and who will furnish you with a booking form. This booking form must then be completed and signed by the person accepting the booking conditions on behalf of all those named on the form. It should then be posted to the leader together with a deposit before we will confirm your place(s) on the tour. Due to the wide range of arrangements offered by our leaders the amount of deposit required and the payment schedule is variable. Full details will be given in the tour prospectus. The contract is effective on our written confirmation invoice to you and is governed by English Law. Both parties agree to submit to the jurisdiction of the English Courts. You are also subject to the conditions of carriage of any carriers used (which may limit or exclude liability to you), or other companies for whom we act as agents. Bookings are accepted at the discretion of the leader.

## 2 Paying for your tour

Payment can be made by cheque, debit card or credit card. Due to the fees levied on us by card companies there is a non-refundable charge of 2% on all credit card payments. No charge is made on payments by debit card.

You must pay the balance or interim payments on the date listed in the tour prospectus which is usually at least ten weeks before the start of your tour. If you book your tour within ten weeks of commencement of the tour you must pay the full cost at the time of booking. If for any reason the final payment is not received by this time you will be deemed to have cancelled your tour and cancellation charges will be applied. Reminders will not necessarily be sent.

## 3. Our price policy

The prices given in the tour prospectus are the expected cost of the packages described and will be confirmed by the leader when you make the booking. Once you have paid your deposit and the booking has been confirmed in writing, we guarantee that we will not increase the price of your tour, except for any surcharge that may be imposed.

## 4. Surcharges

The exchange rate used when calculating the tour price is detailed in the Tour Prospectus. We reserve the right to impose a surcharge up to 30 days prior to

commencement of the tour if our costs increase due to unfavourable changes in exchange rates, increases in transportation costs, including cost of fuel, or if government action should require us to do so. Even in this case we will absorb an amount equivalent to 2% of the tour price. Only amounts in excess of this 2% will be payable by you. Should a surcharge exceed 10% of the tour price you will be entitled to cancel your holiday and receive a refund of all monies paid. Should you decide to cancel because of this you must exercise your right to do this as soon as possible from the issue date of the revised invoice. Should the exchange rate improve by more than 10% of the rate shown in the prospectus at the time when payment is made to our suppliers an appropriate adjustment will be made.

#### 5. If you cancel your booking:

Cancellations will only be accepted in writing from the person who signed the booking form. We can accept no responsibility for cancellation charges arising from correspondence delayed or lost in the post.

Cancellation fees will be levied in line with the scale listed in the tour prospectus. These charges will vary from tour to tour and are based on the leaders commitments.

Should you be prevented from travelling on the tour booked by circumstances which do not permit a claim on a normal insurance cancellation policy, you may transfer your booking to another person provided that person meets all the requirements relating to the tour and your request is received by us at least ten weeks prior to departure. Both the person taking over and the person leaving the booking will be responsible for paying any additional costs arising from the transfer.

#### 6. If we cancel your booking:

Provided all monies have been paid we will not cancel your tour unless we are forced to do so:

i) due to unusual and unforeseeable circumstances beyond our control which could not be avoided even with all due care having been exercised, or what is usually known as 'force majeure' (see clause 18)

or

ii) because the minimum number of bookings needed to operate the tour has not been reached. In this case participants will be notified of the cancellation no later than ten weeks prior to the tour commencement date.

If the tour is cancelled we will, if possible, offer an alternative tour but if this is not acceptable all monies paid to us will be refunded without interest. We will NOT pay any compensation or be liable to reimburse you for any incidental expenses that you may have incurred as a result of your booking such as visas, vaccinations, non-refundable connecting flights, travel insurance, etc.

### 7. If we change your booking:

Circumstances may require some changes to be made at any time to the particulars of any tour (e.g. itineraries, overnight locations, meals or routes). Any such changes will be communicated to you as soon as possible and will be held to be of a minor nature. We will not materially change the value of the tour, and the original theme will be retained.

## 8. Comprehensive Travel Insurance

Our tours operate in many and varied locations in Europe and further afield, often in remote areas, high mountains, deserts and other areas where medical and rescue services are not plentiful and/or costs can be very high. The risks associated with cycling in such areas can be considerable and for these reasons it is mandatory that all participants are adequately insured, particularly in respect of Medical Expenses and Emergency Repatriation in the event of illness or injury. The level of cover considered adequate may vary according to the location to be visited. However, it is our experience that most of the lower priced travel policies on the market do not offer adequate cover for longhaul tours. We would suggest that cover for the main risks needs to be as follows:

Medical, Repatriation & Associated Expenses£10 millionPersonal Liability (Third Party Cover£2 millionLegal Expenses£25,000Baggage and Personal Effects£ 2,000

If flying, Missed Departure, Delay and Abandonment should also be well covered.

When taking out a policy you are advised to check that such policy provides cover in the country/area where your chosen tour is to take place and that you are not adversely affected by any clauses that limit the amount of cover based on age and/or pre-existing medical conditions. You should also ensure that cover is provided whilst cycling on or off-road and check if your cycle will be repatriated following a medical emergency. Whether to wear a cycle helmet or not is entirely the choice of the participant. However, some insurance companies require helmets to be worn when cover is provided, and in some countries there is also a legal requirement that helmets must be worn. The tour leaders' information will advise if this is the case for your chosen tour. It should be noted that not all helmets offer the same level of protection. Also check whether the policy covers damage to your cycle. Most policies do not provide this cover, and thus a separate policy may be needed if you require this cover.

When travel insurance is mandatory participants must complete and return the insurance declaration form in the booking pack to confirm that they have read and understood this Booking Condition. We can accept no responsibility for any costs that may be incurred due to insufficient insurance cover.

For UK Tours, CTC membership provides third party cover for UK residents. However, this does not cover any other risks such as cancellation charges, personal injury or lost property. We therefore strongly recommend that suitable insurance is taken out to safeguard against such risks.

CTC members who do not reside in the UK are not covered for third party and are advised to obtain suitable cover before leaving their normal residence. Non UK residents should also ensure that any travel policy commences on the day they leave their normal residence. It is unlikely that participants not resident in the UK will be able to obtain cover once they arrive in the UK. Overseas members who have been touring the UK prior to taking part in a CTC tour should ensure that their existing travel policy is extended to cover the tour if necessary.

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.

#### 9. Before you make a booking

Participants should be aware that cycling both on and off road is a potentially dangerous activity, and that they undertake tours at their own risk. The company shall not be responsible for participants' actions or for injury, damage to property or other loss due to inadequately serviced or maintained cycle or other personal equipment or any other matter beyond their control. We regret that participants under the age of 18 years who are not accompanied by a Parent or Guardian cannot be accepted.

Before making a firm booking for any tour, intending participants MUST make certain it is appropriate to their physical abilities. We are not a specialist provider of tours for the less able. In many cases the accommodation used is not equipped to cater for special needs. In addition, pre-existing medical or mental conditions or learning or physical disabilities, whether or not these are controlled by medication or are currently dormant, must be declared to the leader before booking. The company shall not be responsible if any participant is unfit for the tour. Any participant suffering from diabetes or any other condition requiring medication shall ensure that the leader and at least one other responsible member of the party is aware of this. It remains the responsibility of each participant to disclose the existence of such a medical condition. The company will not be held responsible for any failure to do so.

#### 10. Bookings are accepted on the following understanding:

The participant's booking is accepted on the understanding that he or she realises the hazards involved in this kind of tour including injury, disease, loss of or damage to property including cycles in transit, inconvenience and discomfort. The whole philosophy of this type of travel is one that allows alternatives and requires a substantial degree of tour flexibility. The outline itineraries given for each tour must therefore be taken as an indication of what is to be accomplished and not as a contractual obligation. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness or other unforeseen circumstances. No refund will be given for services not utilised.

It is a fundamental condition of joining the tour that a participant accepts the need for this flexibility and acknowledges that delays and alterations and their results, such as inconvenience, discomfort or disappointment, are possible.

It is necessary that a participant abides by the authority of, and co-operates with, the leader. Signing the booking form signifies the participant's agreement to this, and we reserve the right, at the leader's absolute discretion, to terminate without notice the holiday arrangements of any participant who commits an illegal act when on tour or whose behaviour is such that it is likely, in the leader's opinion, or that of any accommodation owner or manager, airline pilot or other person in authority, to cause distress, danger, damage or annoyance to other customers, employees, property or to any third party. If any participant is prevented from travelling because in the opinion of any person in authority he or she appears unfit to travel or likely to cause discomfort or disturbance to passengers, our responsibility for that participant's holiday will then cease. In all cases we will be under no obligation whatsoever for any costs incurred, and the participant concerned shall not be entitled to any refund.

#### 11. Our liability to you

We promise to ensure that all parts of the holiday we have agreed to arrange as part of our contract are provided to a reasonable standard and in accordance with that contract. We accept responsibility for any personal injury or death caused to you as a result of the proven negligent acts and/or omissions of our leaders, agents, suppliers and sub-contractors. The company shall not be liable for any damages caused by the total or partial failure to carry out the contract if such failure is:

- i) attributable to the participant or any member of his or her party, or
- ii) the fault of a third party unconnected to either the leader or the company, or
- iii) a result of unusual or unforeseen circumstances beyond the control of the leader, the company or the supplier of the service in question which could not have been predicted or avoided even after taking all reasonable care (see clause 18 Force majeure), or
- iv) the fault of any person who was not carrying out work for us (generally or in particular) at the time.

Where the company is found to be liable for damages in respect of its failure to carry out the contract the maximum amount of such damages will be limited to the price paid for the tour. Where the damages relate to the provision of transport by air, sea or rail, or hotel accommodation, any compensation payable will be further limited by the Warsaw Convention

as amended by the Hague Protocol 1955 (Air), the Athens Convention 1974 (Sea), the Berne Convention 1961 (Rail), the Paris Convention 1962 (Hotel Accommodation) and the International Convention for the Carriage of Passengers & Luggage by Road 1974. Flights or other transportation such as coach, ferry or rail journeys that form part of the package are subject to the general conditions of carriage of the company concerned. Any independent arrangements made by the participant that are not part of the tour are entirely at his or her own risk.

#### Cycles in transit

In the event of a cycle being lost, delayed or damaged on the outward journey, the company shall not be responsible financially or otherwise for the inability of the participant to continue with their holiday. The leader will endeavour to make alternative arrangements in such circumstances but this cannot be guaranteed.

#### 13. Joining the group

If you are joining the holiday locally, our responsibility does not commence until the appointed time at the designated meeting point. If you fail to arrive at the appointed time for whatever reason, we will not be responsible for any additional expenses incurred by you to meet up with the group.

#### 14. Should you have a complaint

In the event of problems arising during the tour, participants should try to resolve them directly with the leader. If the problem cannot be resolved at this time an incident report form will be completed by the leader, a copy of which will be given to you. On return to the UK you should write to CTC Cycling Holidays & Tours Ltd, c/o 32 Hawthorn Walk, Newcastle upon Tyne NE4 7HP, giving full details of any complaint and enclosing your copy of the incident report form. This letter must be received by the company within 21 days of your return.

Complaints will be dealt with in accordance with the procedures of the company under which the complaint will be investigated by a senior official within a given timescale. Should an amicable solution not be agreed an appeal will be handled at Board level.

If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it be referred for arbitration under the ABTOT Travel Industry Arbitration Service. An independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. Details of this scheme are available from ABTOT, Tower 42, Old Broad Street, London EC2N THO. This scheme cannot decide in cases where the sums claimed exceed £1500 per person or £7500 per booking form, or for claims that are solely or mainly in respect of physical injury or illness or the consequence thereof

#### Special requests

Any special requests made on your booking form will be noted but, although we will do our very best to comply with these, we cannot guarantee they will be provided.

#### Travel arrangements

All timings are provisional and for your guidance only. Final details will be advised nearer the time of departure.

#### 17. Leaders

We reserve the right to substitute leaders should circumstances make this necessary.

## Force majeure

This is the term applied to unusual and unforeseeable circumstances that are beyond our control. Compensation payments do not apply to changes, cancellations or curtailment caused by reason of war, threat of war, riots, civil strife, terrorist activities, industrial disputes, natural or nuclear disaster, fire, adverse weather conditions, floods etc, technical problems of transport, closure or congestion at airports or ports, cancellation or changes of schedule by airlines or similar events. We cannot accept responsibility where the performance or prompt performance of our contract with you is prevented or affected as a result of such circumstances.

## Data Protection Act

In order to process your booking and ensure that your travel arrangements run smoothly, we need to use the information you provide such as name, address, any special needs/dietary requirements etc. This information must be passed on to the relevant suppliers of your arrangements such as airlines, hotels, transport companies etc. The information may also be provided to public authorities such as customs and immigration if required by them or as required by law. We take full responsibility for ensuring that proper security measures are in place to protect your information whilst in our hands.

Where your holiday is outside the European Economic Area controls on data protection may not be as strong as the legal requirements in this country. We will not, however, pass any information on to any person not responsible for part of your travel arrangements. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we cannot process your booking. In making your booking you consent to this information being passed on to the relevant persons.

### 20. Information and advice

When this is provided by leaders on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment etc. this is given in good faith, but without responsibility on the part of the company. Participants accept responsibility for obtaining any necessary visas and travel documents required for the holiday.

#### Marketing

Photographs, likenesses or images of participants secured or taken on any of our holidays may be used by the company without remuneration in all media for bona fide promotional or marketing purposes.