



BOOKING CONDITIONS

(effective 13/01/18)

Your contract is with CTC Cycling Holidays & Tours Ltd, Parklands, Railton Road, Guildford, Surrey GU2 9JX (a subsidiary of the Cyclists' Touring Club, now known as Cycling UK) 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 Cycling UK members, hereinafter referred to as the Tour Manager, 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 open only to members of Cycling UK or of national organisations that are members of the European Cyclists' Federation (ECF).** If you are a UK resident but not a member of Cycling UK the Tour Manager will advise you how to join. All of our Tour Managers are experienced cyclists who put together individually tailored programmes to meet the needs of the participants, many of whom travel with our groups regularly.

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

1. To make a booking

Reservations can be made only directly with the Tour Manager who has arranged the tour, and who will furnish you with a booking form (this form can also be downloaded from our website). When completing this form, you guarantee that you have the authority to accept, and do accept on behalf of all those named on the form, the terms of these booking conditions. It should then be posted to the Tour Manager together with a minimum deposit of 10% of the total tour price per person. A higher deposit will be payable if any of our suppliers require additional payment at the time of booking. On occasions full payment for a service such as your flights may be required at the time of booking. The applicable deposit will be shown in the tour prospectus. The contract is effective on our written confirmation invoice to you and is governed by English Law and the jurisdiction of the English Courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. You are also subject to the conditions of carriage of any carriers used (which may limit or exclude liability to you), or of other suppliers used to provide facilities for the tour. **Bookings are accepted at the discretion of the Tour Manager.**

2. Paying for your tour

Payment can be made by cheque (payable to "CTC Tours" and posted to your Tour Manager), bank transfer (to our account at The Royal Bank of Scotland, sort code 16-20-30, account number 10095954), debit card or credit card.

You must pay the balance and any interim payments on the dates 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. Surcharges

The prices given in the tour prospectus are the expected cost of the packages described and will be confirmed by the Tour Manager 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.

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 tour 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. However, please note that travel arrangements, accommodation and other components are not usually purchased in local currency, and some apparent changes have no impact on the price of your tour due to contractual and other protection in place.

4. 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 charges 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 our commitments, reflecting the costs we must pay to our service providers. Amendment charges are not refundable if you cancel your booking. We strongly recommend that comprehensive travel insurance is taken out, which includes cover against cancellation charges.

Should you be prevented from travelling on the tour booked by circumstances that 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.

5. If we cancel your tour

Provided all monies have been paid we will not cancel your tour unless 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 17) **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.

6. 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.

Our tours are planned well in advance and airlines will generally not have provided their flight details until approximately 10 months before departure. Any flight timings and routings shown on our website or detailed within your confirmation invoice are for guidance only and may be subject to change. They are set by airlines and are determined by various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time. Any changes to such arrangements are outside of our control.

7. 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 long-haul tours.

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 Manager's 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, Cycling UK 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. Non UK residents on UK tours who do not reside in the UK are not covered by Cycling UK third party and are advised to obtain suitable cover before leaving their normal residence. They should also ensure that any travel policy commences on the day they leave their normal residence as it is unlikely that they will be able to obtain cover once they arrive in the UK. If touring the UK prior to taking part in a UK tour they 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.

8. 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 an 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 Tour Manager 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 Tour Manager 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.

9. 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 Tour Manager. We reserve the right, at the Tour Manager's absolute discretion, to terminate without notice the tour arrangements of any participant who commits an illegal act when on tour or whose behaviour is such that it is likely, in the Tour Manager'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 tour 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.

10. Our liability to you

We promise to ensure that all parts of the tour 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 Tour Managers, 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 Tour Manager or the company, **or**
- iii) a result of unusual or unforeseen circumstances beyond the control of the Tour Manager, 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 17 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 twice 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.

11. 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 tour. The Tour Manager will endeavour to make alternative arrangements in such circumstances but this cannot be guaranteed.

12. Joining the group

If you are joining the tour 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.

13. Should you have a complaint

In the event of problems arising during the tour, participants should try to resolve them directly with the Tour Manager. If the problem cannot be resolved at this time, an incident report form will be completed by the Tour Manager, 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 within 28 days of your return giving full details of your complaint. We will reply to you within 28 days of receipt of your letter, as laid down by the ABTA Code of Conduct.

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, 117 Houndsditch, London EC3A 7BT. This scheme cannot decide in cases where the sums claimed exceed £1,500 per person or £7,500 per booking form, or for claims that are solely or mainly in respect of physical injury or illness or the consequence thereof.

14. 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.

15. Travel arrangements

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

16. Tour Managers

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

17. 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.

18. Data Protection Policy

For the purposes of the General Data Protection Regulation (GDPR), we are a data controller. In order to process your booking or respond to an enquiry, we need to collect personal data from you. This will include your name, contact details, travel preferences and special needs/disabilities/dietary requirements that you supply us or is supplied to us, including your social preferences, interests and activities and any information about other persons you represent (such as those on your booking) and you confirm that this information is true. Your information is collected when you request information from us, contact us (and vice versa), make a booking, use our website(s)/apps, link to or from our website, connect with us via social media and any other engagement we or our business partners have with you. You confirm that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us. We will update your information whenever we can to keep it current, accurate and complete.

We need to pass on your personal details to the companies and organisations (including Governments) who need to know them so that your trip can be provided (for example airline, hotel, other supplier). Such companies and organisations may be outside the European Economic Area if your trip involves suppliers outside these countries. We will provide third parties with only the personal data they require in order to deliver their services. Other than in relation to government / public authorities (over whom we have no control), we will take appropriate steps which are intended to ensure that anyone to whom we pass your personal data for any reason agrees to keep it secure and only uses it for the purposes of providing their services.

Information (such as health or religion) may be considered "sensitive personal data" under the GDPR. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent. By booking with us you also agree for your insurers, their agents and medical staff to exchange relevant information and sensitive personal data with us in circumstances where we/they need to act on your behalf or in the interest of passengers or in an emergency.

We would also like to store and use your personal data for future marketing purposes unless you have told us that you do not wish us to do so. All personal data you give us (including sensitive personal data) will be kept but we will use only names and contact details for marketing purposes. If you do not wish to receive future marketing material, please notify us by writing to us at 32 Hawthorn Walk, Newcastle upon Tyne NE4 7HP or by e-mail to info@cyclingsholidays.org

If you do not agree to our use of your information set out above, we cannot accept your booking.

You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We promise to respond to your request within 40 days of receiving your written request. If you believe that any of your personal details which we are processing are inaccurate or incorrect, please contact us immediately.

19. Information and advice

When this is provided by Tour Managers 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 tour.

20. Marketing

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



FINANCIAL PROTECTION

In the unlikely event of our insolvency, flight-inclusive holidays operated by CTC Cycling Holidays and Tours Ltd are protected under our Air Travel Organisers' License number 5613. When you buy an ATOL protected flight or flight-inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.



We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contact to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.



Holidays that do not include an inclusive flight content are protected by our bonding arrangement with ABTOT, membership number 5102. The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel, Package Holidays and Package Tours Regulations 1992 for CTC Cycling Holidays & Tours Ltd, and in the event of our insolvency, protection is provided for the following:

1. non-flight packages commencing in and returning to the UK;
2. non-flight packages commencing and returning to a country other than the UK; and
3. flight-inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

1, 2 and 3 provides for a refund in the event you have not yet travelled. 1 and 3 provides for repatriation. Please note that bookings made from outside the UK are protected by ABTOT only when purchased directly with CTC Cycling Holidays & Tours Ltd.



We are a member of ABTA which means you have the benefit of ABTA's assistance and Code of Conduct. The travel arrangements you buy from us are not covered by ABTA's scheme of financial protection.