BOOKING CONDITIONS

(effective 12/09/19)

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 Holiday Itinerary, Holiday Summary and Additional Information 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**

   To make a booking via our website, complete the details requested and click “Submit Booking”. Alternatively, ask the Tour Manager to post a booking pack to you. Complete this and return it to the Tour Manager. The person making the booking (the ‘lead participant’) must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking conditions on behalf of everyone in their party. Whether you book alone or as a group, we will only deal with the lead name in all subsequent correspondence, including changes, amendments and cancellations. The lead participant is responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation thereto, to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.

2. **Paying for your tour**

   If we accept your booking, payment of the deposit (or full amount if within 10 weeks of departure) will become due. Payment can be made by debit card or credit card (excluding Amex) through our website or by bank transfer (to our account at The Royal Bank of Scotland, sort code 16-20-30, account number 10095954) or by cheque (payable to “CTC Tours” and posted to our Accounts Department at Parklands, Railton Road, Guildford, Surrey GU2 9JX). On receipt of your payment, we will issue a Confirmation Invoice and a contract will exist from that date. The contract 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.

   You must pay the balance and any interim payments on the dates listed in the Holiday Summary, 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, we shall cancel your tour and cancellation charges will be applied. Reminders will not necessarily be sent.

3. **Changes to the price**

   The prices given in the holiday summary 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 changes in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources, the level of taxes or fees imposed by third parties including...
tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports or exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another tour if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your confirmation invoice.

Should the price of your tour go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel and other arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel 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 which includes cover against cancellation charges is taken out.

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 seven days 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; our insurer recommends that helmets should comply with standard CE EN 1078. 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 (except hire cycles provided by us as part of the package) 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.

You can ask for copies of the travel service contractual terms, or the international conventions, from the Tour Manager. Under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your tour cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted.
If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit does not apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your tour.

NB this entire clause 10 does not apply to any separate contracts that you may enter into for excursions or activities whilst on tour.

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**

Our responsibilities do not commence until the appointed time at the designated meeting point. If you fail to arrive at the appointed time and place, 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 Manger. 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.

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. **Personal Data**

In order to provide you with the tour you are booking, we need to collect personal data which will be used in the manner set out in our [Privacy Policy](#).

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

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.