

**Booking Conditions Version: 12.02.2024**

Your contract is with Bikexplore Limited, 26 Portland Road, Kilmarnock, KA1 2EB, 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 Tour Leaders on behalf of the company. All of our Tour 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.

Tour Leaders ensure that 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.

## To make a booking request

To make a booking request, complete the Booking Form linked to from the tour page of our website. You will receive an automated response containing the information that you entered, indicating that your booking request has been successfully submitted. The person making the booking (the 'lead participant') is responsible for ensuring the accuracy of the personal details and all other information entered in the form and they must supply their email address for use in all further correspondence. The lead participant must be 18 years old or over and possess the legal capacity and authority to make the booking and accept these booking conditions on behalf of everyone they book for. Whether you book alone or as a group, we will send all subsequent correspondence, including changes, amendments and cancellations to the lead participant via the email address which has been entered in the form. The lead participant is responsible for passing on any information regarding the booking or any changes made in relation thereto, to all persons for whom they have booked including but not limited to information on schedule changes or copies of booking confirmations.

Note: the booking is not final until the tour leader has sent a confirmation that you have a place on the tour.

**Special Requests:** Any special requests made on your booking form will be noted and we will do our very best to comply with these, however we cannot guarantee they will be provided.

**Age requirement:** We regret that participants under the age of 18 years who are not accompanied by a Parent or Guardian cannot be accepted.

## Financial protection and paying for your tour

Bikexplore is a member of the Travel Trust Association (TTA). The monies you pay into our TTA trust account are controlled by an independent trustee acting on your behalf. Your money is 100% protected provided you abide by the terms and conditions listed here. Further information on the consumer protection provided by the TTA can be found on their website here: [www.thetravelnetworkgroup.co.uk/faqs](http://www.thetravelnetworkgroup.co.uk/faqs)

Bikexplore additionally pays an insurance policy per participant called the Stand Alone Safe Seat Plan Guarantee (SASSG). This is a TTA requirement and it protects against any inability by the holiday supplier to pay back funds to the participant.

If we accept your booking, payment of the deposit (or full amount if within 10 weeks of departure) will become due. Holidays are only confirmed once payment has been received. Payment should be made by bank transfer to Bikexplore's TTA trust account. On receipt of your payment, we will issue a Confirmation Invoice and a guarantee protecting your money; a contract will exist from that date. The contract is governed by Scottish Law and the jurisdiction of the Scottish Courts. You may however, choose the law and jurisdiction of England 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 no later than 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 reserve the right to cancel your tour and apply cancellation charges. Reminders will not necessarily be sent.

## Requirement for Comprehensive Travel Insurance

In order to participate in the holiday, it is mandatory that you be well-insured for the full duration of the tour. This **must** include personal injury, medical expenses, death, repatriation (including your bicycle), helicopter or aircraft rescue, loss of luggage, equipment, cancellation or curtailments. You should ensure that there are no exclusion clauses limiting your protection; for example, pre-existing medical conditions, the activities and the countries/types of terrain (e.g. desert, high mountain, remote location) included in your tour. Note, for example, that some policies exclude 'cycle touring' and some policies exclude terrain over 2000m.

Whether to wear a cycle helmet or not is entirely the choice of the participant unless there is a legal requirement to wear a helmet in the country we are cycling. However, some insurance companies require helmets to be worn in order to be covered by the insurance; the wording may be ambiguous like, 'you must adhere to all safety measures in your activity', you may need written clarification from the insurance company whether this means wearing a helmet at all times if you intend not to.

For UK residents on UK tours travel insurance is not mandatory, however we strongly recommend that suitable insurance is taken out to safeguard against risks such as cancellation charges, personal injury or lost property.

Non-UK residents on UK tours are required to take out comprehensive travel insurance which commences before leaving their normal residence. 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.

When travel insurance is mandatory participants must complete and return the Insurance Declaration form to confirm that they have read and understood this Booking Condition. Once you have taken out travel insurance you must send the policy details to the Tour Leader.

**Warning:** Insurance should be taken out as soon as possible after your booking is accepted. If 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.

We can accept no responsibility for any costs that may be incurred due to insufficient insurance cover. Any claims concerning matters for which you are insured must be directed to your insurers.

## Bookings are accepted with the following understandings

**Suitability for the tour and medical declaration:** Before making a firm booking for any tour, intending participants **must** make certain it is appropriate to their physical abilities including their cycling ability. 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, or any issue that may affect your participation on the tour must be declared to the Tour Leader before booking. The company shall not be responsible if any participant is unfit for the tour. Any participant suffering from diabetes, anaphylactic shock, or any other condition requiring medication shall ensure that the Tour 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 as Bikexplore is not a specialist provider of tours for the less able. In many cases the accommodation used is not equipped to cater for special needs.

**Flexibility:** The whole philosophy of this type of active holiday is one that allows alternatives and requires a substantial degree of tour flexibility. The outline itineraries given for each holiday 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 holiday 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.

**Accepting risks:** The participant's booking is accepted on the understanding that he or she realises the risks involved in this kind of active holiday which may potentially include injury, disease, loss of or damage to property including cycles in transit, inconvenience and discomfort. These risks are borne by the participant.

**Co-operation with Tour Leaders:** It is necessary that a participant abides by the authority of, and co-operates with, the Tour Leader. We reserve the right, at the Tour Leader'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 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 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.

**Responsibilities:** you are responsible for your own behaviour and actions whilst on holiday, including a responsibility to other members of the group where your actions impact their comfort and safety. The company shall not be responsible for participants' actions or for injury, damage to property or other loss due to matters beyond their control, including where caused by an inadequately serviced or maintained bicycle or other personal equipment. Participants are required to adhere to any legal requirements in the country being visited which might include wearing helmets or hi viz. Participants are also asked to show cultural sensitivity to the areas we are travelling in, particularly where sensitivities are highlighted by the Tour Leader or agent.

**Cycles and other equipment:** In the event of a cycle or other equipment being lost, delayed or damaged on the outward journey or at any other time, the company shall not be responsible financially or otherwise for the inability of the participant to continue with their tour. The Tour Leader will endeavour to make alternative arrangements in such circumstances, but this cannot be guaranteed.

It is your responsibility to provide the equipment you need to complete the holiday and keep it in working order. Bikexplore does not take any responsibility for loss or damage of your personal equipment.

**Information and advice:** When this is provided by Tour Leaders on matters such as permits, visas, vaccinations, climate, clothing, baggage, special equipment, local information, route tracks 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.

## Joining the group and travel arrangements

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.

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

## Our responsibility to you

We strive 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 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 Tour Leader or the company, **or**
- iii) a result of unusual or unforeseen circumstances beyond the control of the Tour 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 9i 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 conditions, or the international conventions, from the Tour Leader. 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 holiday cost from us. Your right to a refund and/or compensation from us is set out in these booking conditions. If any payments are due to you from us, any payment made by you to the airline (if flights are included) or any other included service provider will automatically be deducted.

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

## Changes to the price

The prices given in the tour prospectus are the expected cost of the packages described and will be confirmed by the Tour Leader when you make the booking. Once you have paid your deposit and the booking has been confirmed in writing, we endeavour not to 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 the exchange rate quoted in the prospectus 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, an increase equivalent to 2% of the basic tour cost. If this results in an increase equivalent to more than 8% of the basic tour cost, you may cancel your booking by notifying the Tour Leader in writing within 7 days of us notifying you of the level of the surcharge.

## Changes to the holiday itinerary

Circumstances may occasionally 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 holidays are planned well in advance and airlines generally do not provide 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.

## Cancellations

### *If you cancel your booking*

Cancellations will only be accepted in writing by email or post from the lead participant on the booking form. We can accept no responsibility for cancellation charges arising from correspondence which has been delayed or lost.

Cancellation before the date on which the final balance is due, will result in the loss of your deposit, cancellation after the date on which the final balance is due will result in the loss of the entire holiday cost.

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.

We strongly recommend that comprehensive travel insurance which includes cover against cancellation charges is taken out.

### ***If we cancel your booking***

Provided all monies have been paid we will not cancel your holiday 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 definition below) or
- ii) because the minimum number of bookings needed to operate the tour has not been reached. In this case we may choose to run the tour regardless but reserve the right to cancel or make significant modifications to the holiday. Participants will be notified of cancellation or significant modifications no less than ten weeks prior to the tour commencement date, or
- iii: due to Tour Leader incapacity or ill health. If the Tour Leader suddenly becomes unfit to run the holiday, Bikexplore reserves the right to and will do its utmost to provide a replacement. However, in some circumstances the tour may be cancelled.

If Bikexplore or its agent has to cancel the tour we will, if possible, offer an alternative holiday but if this is not possible or acceptable all monies paid to us, will be refunded without interest, except the £2.73 SASSPG. 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.

**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, a change of Foreign Office travel advice 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.

## **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 GDPR compliant Privacy Policy. If you do not agree to our use of your information set out in the privacy policy, we cannot accept your booking.

There are two questions on the booking form about sharing email addresses and photo images. They apply to all people on the booking form as follows:

### **Are you happy for your email to be shared with others on this tour?**

If you opt into this it makes it easier for the group to communicate in an email group and easier to stay in touch with others in the group after the tour.

### **Can photos taken of you on this tour to be shared with the group and used for future marketing purposes?**

This question relates to photos taken or shared by the Tour Leader or other affiliates of Bikexplore where you are recognisable in the image. (Note that the law does not apply to the use of images taken and shared by members of the group or the general public.) Many of our groups like to share photos taken by the Tour Leader and participants at the end of the tour in an online album. Tour Leaders also sometimes like to use particularly nice photos for marketing purposes to give prospective participants a feel for the nature of the tour. If you don't mind your photo being used please opt into this to make sharing photos easier.

These questions are there to protect your privacy if desired. You may opt into email and/or photo sharing at a later time by sending an email to the Tour Leader. Similarly if not everyone on the booking form would like to opt in this can be done separately by email.

If you opt in and the Tour Leader does share a photo of you which you find objectionable you can always ask them to remove it.

## Complaints procedure

In the event of problems arising during the tour, participants should try to resolve them directly with the Tour Leader as soon as possible. If the problem cannot be resolved at this time, an incident report form will be completed by the Tour Leader, a copy of which will be given to you. On return to the UK you can write to [feedback@bikexplore.co.uk](mailto:feedback@bikexplore.co.uk) within 14 days of your return giving full details of your complaint. We will reply to you within 28 days of receipt of your email.

If, after having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, you can contact the Travel Trust Association which will then act as an independent intermediary; further information on how to proceed with a complaint can be found on their website FAQs: [www.thetravelnetworkgroup.co.uk/faqs](http://www.thetravelnetworkgroup.co.uk/faqs).

