



# BOOKING CONDITIONS

Birthday Rides 2018

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

**The Birthday Rides are open only to members of Cycling UK or of national organisations that are members of the European Cyclists' Federation (ECF).** If you are not a Cycling UK member, the Co-ordinator will advise you how to join.

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.

## 1. To make a booking and paying for your holiday

Bookings can only be made directly with the Co-ordinator 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 BR Bookings together with full payment. The contract is effective on our written confirmation 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 holiday.

**Bookings are accepted at our discretion.**

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

## 2. Our price policy

The prices given in the prospectus are the expected cost of the packages described and will be confirmed when you make the booking. Once the booking has been confirmed in writing, we guarantee that we will not increase the price of your holiday.

## 3. If you change or cancel your booking

Should you wish to make any changes to your booking, the person who signed the booking form must notify BR Bookings in writing. This includes alterations to the names of those booked. If we are able to make these changes you may be asked to pay an administration charge of £10 per person prior to the changes being made.

Should you be forced to cancel your booking for any reason, the person who signed the booking form must notify BR Bookings in writing. We can accept no responsibility for cancellation charges arising from correspondence delayed or lost in the post.

Cancellation charges are as follows. These are expressed as a percentage of the total cost of the booking.

Written notice received:	Cancellation charge:
By 4 June 2018	25%
5 June to 8 July 2018	50%
9 July to 22 July 2018	75%
23 July 2018 to start of holiday	100%

Should you not turn up for the holiday the 100% cancellation charge will apply.

You are therefore strongly advised to insure against loss due to cancellation (see Booking Conditions clause 6)

#### **4. If we cancel your holiday**

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 clause 12) **or**
- ii) because the minimum number of bookings needed to operate the holiday has not been reached. In this case participants will be notified of the cancellation no later than 4 June 2018.

If the holiday is cancelled 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. For bookings from overseas members, this includes visas, vaccinations, non-refundable connecting flights, travel insurance, etc.

#### **5. If we change your booking**

Circumstances may require some changes to be made at any time to the particulars of your holiday. 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 holiday, and the original theme will be retained.

#### **6. Comprehensive Travel Insurance**

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 are not covered by Cycling UK's third party policy 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 in addition to the Birthday Rides they should ensure that their existing travel policy is extended if necessary.

**Warning:** Should you decide for whatever reason to delay the commencement of your insurance cover until nearer the start of your holiday 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.

#### **7. 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 the holiday 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 the holiday, intending participants **must** make certain it is appropriate to their physical abilities. We are not a specialist provider of holidays for the less able and the accommodation available to us may not be 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 Co-ordinator when booking. The company shall not be responsible if any participant is unfit for the holiday. Any participant suffering from diabetes or any other condition requiring medication shall ensure that the Co-ordinator 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.

#### **8. 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 holiday including injury, disease, loss of or damage to property including cycles in transit, inconvenience and discomfort. The outline programme of events must therefore be taken as an indication of what is to be accomplished and not as a contractual obligation. Changes may be caused by local political conditions, mechanical breakdown, weather, 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.

It is necessary that a participant abides by the authority of, and co-operates with, the Co-ordinator. We reserve the right, at the Co-ordinator's absolute discretion, to terminate without notice the holiday arrangements of any participant who commits an illegal act or whose behaviour is such that it is likely, in the Co-ordinator's opinion, or that of any accommodation owner or manager or other person in authority, to cause distress, danger, damage or annoyance to other customers, employees, property or to any third party. 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.

## **9. 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 Co-ordinator, 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 the company, **or**
- iii) a result of unusual or unforeseen circumstances beyond the control of 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 12 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 holiday. Where the damages relate to the provision of accommodation, any compensation payable will be further limited by the Paris Convention 1962 (Hotel Accommodation). Any independent arrangements made by the participant that are not part of the holiday are entirely at his or her own risk.

## **10. Should you have a complaint**

In the event of problems arising during the holiday, participants should try to resolve them directly with the Co-ordinator. If the problem cannot be resolved at this time, an incident report form will be completed by the Co-ordinator, a copy of which will be given to you. On return home you should write to CTC Cycling Holidays & Tours Ltd, c/o 32 Hawthorn Walk, Newcastle upon Tyne NE4 7HP within 28 days 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.

## **11. 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.

## **12. 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. 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.

## **13. Personal Data**

In order to provide you with the holiday 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.

## **14. Smoking and pets**

Smoking is not allowed except in a designated area. Unfortunately, all pets are prohibited, and thus we are unable to accept bookings which include dogs.



## PRIVACY 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.

The personal data required to provide you with your holiday will be deleted not more than two years after completion of the holiday. Contact details and transactional information will be retained in line with legal and regulatory requirements or guidance. Contact details may be used to send you future marketing material. If you do not wish to receive this, please notify us by writing to us at 32 Hawthorn Walk, Newcastle upon Tyne NE4 7HP or by e-mail to [info@cyclingsholidays.org](mailto:info@cyclingsholidays.org)

From time-to-time, members of the group and/or suppliers may take photographs and video footage of holidays in progress, including pictures of other members of the group. These pictures may be used in future marketing materials and stored physically and digitally. If you do not wish to be filmed or for your pictures to be taken or used in this manner, please advise your Tour Manager and/or the photographer at the start of your holiday.

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.



## 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 provide for a refund in the event you have not yet travelled. 1 and 3 provide 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.