



CyCool Bikes Cycle Tour – Essex to Paris

Terms and Conditions

All bookings are made and accepted in accordance with the terms and conditions set out below. These conditions of booking and information on this website are set out in the terms on which you contract with CyCool Bikes. They shall be governed by and construed in accordance with English law, being subject to the jurisdiction of the Courts of England and Wales. No variation shall be of any effect unless in writing and by the authority of CyCool Bikes.

1. Booking a holiday.

To make a booking a booking form must be completed and sent to CyCool Bikes with a non-refundable deposit of £500 per person.

If completing a booking form, one person, acting for the people listed on the booking form, must sign the form. Payment details can be made by bank transfer – details to be provided upon booking.

By giving us your details and indicating your desire to book with us you will be deemed to have accepted the terms and conditions of our contract. Confirmation of the booking will normally be sent within 14 working days. The booking is not accepted and no contract exists until the date shown on the confirmation invoice.

2. Balance of payment.

The balance of your payment is due 8 weeks prior to the start of your holiday, unless otherwise stated on your quote document (for instance 12 weeks), and bookings made within 8 weeks of departure must be paid for in full at the time of booking. Failure to pay the balance by the specified time will result in the cancellation of your holiday and the imposition of the relevant cancellation charge as set out below.

4. If you wish to cancel your booking.

Should you or any member of your party wish to cancel the holiday you must call CyCool Bikes as soon as possible. Such notice of cancellation is effective only when received by CyCool Bikes in writing. As we incur costs from the moment we receive your booking, we charge cancellation fees on the following scale:

Over 70 days prior to departure - 100% deposit excluding booking fee

69-35 days prior to departure date - 70% of holiday price excluding fee

34 - 0 days prior to departure date and thereafter - no refund will be made

5. Cancellation by us.

We will not cancel a holiday unless:

- a. We are forced to do so by unusual or unforeseen circumstances, war, civil or political unrest, or what is usually known as “force majeure” or
- b. If the minimum number of people required to operate the holiday has not been reached. In this case we will inform you no less than 21 days before departure date.
- c. Agreed payments have not been made to CyCool Bikes from the customer.

If we do decide to cancel a tour a full refund will be given. However we will not be liable to refund any incidental expenses you may have incurred as a result of your booking, such as flights, travel insurance, visas, additional travel arrangements, etc.

6. Minimum Number.

If the number of people booked on a tour is less than the minimum number required to run the holiday, and would normally cause us to cancel the trip, we reserve the right to amend arrangements (staff/accommodation/transport) instead of cancelling the holiday. You will be advised of any changes prior to the start of the tour.

7. Price of Holidays.

Prices featured in print or digital marketing may change at any time due to changes in exchange rates, increases in transport, accommodation, or other costs, or if government action forces us to do so. Once a confirmation invoice has been issued, we will endeavour to abide by that price. Once the holiday has been paid in full, we will absorb any subsequent price increases or surcharges up to 2%. We reserve the right to change our prices dependant on changes in the exchange rate up until the final balance invoice has been paid in full. Only amounts more than this 2% will be passed on to you. If this means you paying more than 10% extra on the holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid except for any amendment charges. Should you decide to cancel because of this, you must exercise your right to do so in writing within 14 days of being notified of the surcharge.

8. Risks and Hazards.

Your booking is accepted on the understanding that you realise the risks and hazards of such a holiday, including the dangers inherent in cycling and walking either on the road or off the road, or the dangers inherent in the other activities included in individual holidays. It is your responsibility to always ride with due care. If in doubt you should walk where you are not confident to ride. Your booking is accepted on the understanding that you realise the risks of such holidays in terms of potential for delay and alterations, due to possible changes in local politics, weather, border restrictions, disease, loss or damage to property, inconvenience, and discomfort.

10. Passport & Visas.

All clients are personally responsible for ensuring that they have a valid passport, any necessary visas and conform to the health regulations regarding vaccinations.

11. Our liability to you.

(i) We accept liability under Regulation 15(1) of the Package Travel, Package and Package Tours Regulations ("the Regulations") subject to the defences in Regulation 15(2) of the Regulations, set out at sub-paragraph (ii) below, the limitations set out in sub-paragraphs (iii) to (v) below, and the condition precedent set out in sub-paragraph (vi) below.

(ii) When you suffer any loss, damage, personal injury or death as a result of our failure to perform or improper performance of the holiday contract, we shall be liable to pay you compensation, except where the cause of the failure is not our fault or that of our servants, agents or suppliers, and is your own fault, or the actions of someone unconnected with your holiday arrangements, or due to unusual or unforeseeable circumstances or events which neither we, nor our servants, agents or suppliers could have reasonably anticipated or reasonably avoided even with the exercise of due care.

(iii) We are permitted to limit the amount of compensation we will pay you in the event of a claim. Where any claim arises out of loss or damage suffered during the course of rail travel, sea travel, road travel or hotel accommodation, the amount of compensation you will receive will be limited in accordance with the provisions of any relevant International Conventions, namely the Berne Convention 1961, the Athens Convention 1974, the Geneva Convention 1973 and the Paris Convention 1962. Copies of these Conventions are available for inspection at our offices.

(iv) Under Regulation 15(4), we are entitled to limit the amount of compensation we will pay you in the event of a claim, where that claim concerns non-personal injury. It is impossible to assess in advance the exact sums which may be payable to you. We will do our best to assess the appropriate sums due to you in the circumstances of your particular complaint.

(v) Any sums received by you from suppliers will be deducted from any sum paid to you as compensation by us. Further, if we pay you any compensation, you shall, if required by us in writing, assign to us any rights of action that you may have against any third party who was in any way responsible for the failure to perform or improper performance of the holiday contract.

(vi) Finally, it is a condition precedent of such acceptance of liability that you follow the procedures for the notification of complaints set out below in clause 9.

(vii) Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability to you in respect of personal injury or death (unless caused by our negligence), or in respect of any other damage which you suffer arising directly or indirectly from any aspect of holiday arrangements booked with us.

12. Complaints.

We are committed to providing excellent care for our guests. However, any complaints regarding a guided tour should be made to the tour leader who will normally take the appropriate action. If at the end of the tour you feel that your complaint was not dealt with satisfactorily you must notify us of your complaint in writing within 15 days of the completion of the tour. On self-guided tours, any complaint regarding accommodation, food, carriers etc. should be made to the suppliers, owners or manager of the establishment concerned at the time of your stay and a letter outlining the complaint sent to us on your return. Any other complaint should be made to the local operator and to us in writing within 15 days of your return. All complaints that are received are thoroughly investigated and guests are kept informed. Sometimes investigations can take time, especially when awaiting a response from suppliers. We aim to settle all complaints amicably.

14. Baggage and personal effects.

All baggage and personal effects are at all times at your risk, even when carried by CyCool Bikes hosts or representatives. We will not be responsible for any loss, damage or accident to any luggage or personal property.

15. Personal Insurance.

The client is responsible for any loss or damage to baggage, bicycles or personal possessions or any consequential loss resulting there from. You should be adequately insured against loss, theft or damage. You should keep valuables safely with you at all times. For your safety and convenience, it is compulsory that clients have travel insurance. Clients must provide on the booking form a policy number and insurance company name. CyCool Bikes are happy to assist with your holiday insurance purchase should any advice be required.

16. Transport Delays.

There is no guarantee that flights or other transportation will depart at the time specified, and we do not have any liability to you for any delay which may arise. Where such delay does arise, the relevant airline or other transport provider may provide refreshments and take any further appropriate action, but we will not have any responsibility to do so.

17. Photography

CyCool will take photos and videos for the duration of the trip. Participants must declare if they want to be excluded from any photography or videography. CyCool may use footage and photos for promotional and advertising purposes.