



## Terms and Conditions

### 1. Booking Procedure and Payment terms

- 1.1 On selection of your holiday please complete and return a signed copy of our **Booking Form** by email or post, or alternatively you may book by email by providing the same information requested by us on the booking form. Payment of deposit is deemed to be acceptance of these Terms and Conditions. The deposit is £150 per person.
- 1.2 On receipt of your booking form we will issue an invoice for the deposit, which should be paid by cheque (drawn in sterling on a British bank), bank transfer, or credit or debit card. There is no charge for use of a debit card. Credit cards will attract a 2.5% charge. Details will be provided on the invoice.
- 1.3 If you are booking for a group, the named group leader is responsible for payment of all deposit and balance sums due, and all cancellation charges. To be eligible for group discounts all correspondence and payments must be made through the named group leader who we will assume to be 'Customer 1' on the booking form unless you alert us otherwise.
- 1.4 For international payments from non-UK banks we will provide our details for international transfers and you agree that any charges levied by your bank or ours will be for your account.
- 1.5 Deposits become due within 7 days of invoice date and after this period your reservation will lapse if the deposit has not been received.
- 1.6 If you need several more days (for example to gather deposits from your group members) please telephone before expiry of the 7 day period and we will extend it further.
- 1.7 If we do not receive your deposit within 7 days or more time has not been negotiated as per clause 1.5 we reserve the right to sell your spaces to someone else.
- 1.8 Payment of deposit is existence of a contract between us.
- 1.9 On receipt of your deposit we will submit an invoice for the balance of your holiday cost which becomes due 6 weeks before commencement of the holiday.
- 1.10 If the balance is not received in a timely manner this will constitute a cancellation by you (see paragraph 2.4 below).

### 2. Cancellation by you

If you cancel your holiday cancellation charges will apply as follows. You are therefore strongly advised to ensure that you have adequate travel insurance in place to cover you in the event of cancellation by you:

- 2.1 The deposit is non-refundable
- 2.2 After payment of deposit but before the balance is due, the deposit is forfeited in full.
- 2.3 After payment of the balance but not less than 8 weeks before the holiday start date, the greater of the deposit or 25% of the total paid will be forfeited.
- 2.4 6 weeks or less before the holiday start date 50% of the total holiday cost will be forfeited.
- 2.5 14 days or less before the holiday start date, the full holiday cost will be forfeited.

### 3. Cancellation by us

- 3.1 If we cancel your holiday we will offer you an alternative departure date for the same holiday, or an alternative holiday.
- 3.2 You are not obliged to accept our offer of alternatives and can instead opt for a full refund, including deposit, of all monies paid to Green Jersey Cycling Tours Ltd.
- 3.3 If you accept a holiday of greater or lesser value, the difference between the original holiday cost and the new holiday cost will be paid either by you or us as the case may be.
- 3.4 You should ensure that you have adequate insurance in place to cover you should we be forced to cancel your holiday to cover those amounts paid to suppliers other than us (e.g. travel arrangements).
- 3.5 We make no guarantee as to the final number of participants on a tour. Our tours run regardless of numbers and we have no minimum number to guarantee that they will run. However we appreciate that the social aspect is important to some riders and therefore if, at the time the balance becomes payable, we have less than four (4) participants on your tour including yourselves, we will extend to you the option to cancel your holiday and we will refund your deposit

in full. In this instance Section 2 of these Terms & Conditions will not apply.

#### **4. Variation by you**

- 4.1 If you wish to change the holiday you have booked, you may request a transfer to another holiday and we will endeavour to meet this request, subject to availability.
- 4.2 If you request a holiday of greater or lesser value, the difference between the original holiday cost and the new holiday cost will be paid either by you or us as the case may be.
- 4.3 If we cannot accommodate you in your request, cancellation charges will still apply.
- 4.4 There is no charge for the first variation under this section. Second and subsequent variations will attract a £30 administration fee per person travelling under your booking.
- 4.5 If you are delayed in joining the start of your holiday or need to curtail your holiday, we will not offer any refund. You will be responsible for making your own travel arrangements at your own cost from the point where you join or leave the holiday.

#### **5. Variation by us**

- 5.1 All reasonable care is taken to ensure that your holiday is as advertised. We take great care to ensure that only the most suitable accommodation is used and that the routes offer the best cycling on offer. However we retain the right to alter your holiday.
- 5.2 If there is a 'significant variation' to the advertised holiday we will offer you the same options as set out under 'Cancellation by us' above.
- 5.3 A significant variation is defined as one where any of the following conditions are met:
  - 5.3.1 The holiday start as advertised is altered by more than 12 hours
  - 5.3.2 The holiday finish as advertised is altered by more than 12 hours
  - 5.3.3 The holiday start or finish point is changed by more than 15 miles.
- 5.4 A change in the hotels as advertised or the route as advertised does not constitute a significant variation.
- 5.5 You should ensure that you have adequate insurance in place to cover you should we be forced to make a 'significant variation' to your holiday to cover those amounts paid to suppliers other than us (e.g. travel arrangements).

#### **6. Your liability and obligations to us**

By signing this booking form you agree that:

- 6.1 You are in a fit medical state to undertake this holiday which is of an active nature.

- 6.2 You recognise that there are factors outside our control which may cause injury or death for which we cannot be held liable or negligent, including but not limited to the state of road surfaces, the behaviour of other road users, mechanical or other bicycle failure or adverse weather conditions.
- 6.3 We have strongly recommended that you wear protective head gear and that if you choose not to do so then that is at your own risk.
- 6.4 To act in a responsible manner both on and off the road and to respect the local customs of areas visited.
- 6.5 To comply with the wishes of our service providers.
- 6.6 To agree to the decisions of our tour leaders, guides, assistants or any employees, directors or staff of Green Jersey Cycling Limited, whose decision is final and binding.
- 6.7 That if in the opinion of our tour leaders, guides, assistants or any employees, directors or staff of Green Jersey Cycling Limited, your continued presence on the holiday represents a threat to other customers or if your behaviour is of an anti-social or offensive nature, we retain the right to curtail your holiday immediately without compensation and that you will be responsible for your onward travel arrangements and costs.
- 6.8 You agree that we may use photographs taken of you for marketing purposes unless you tell us otherwise in writing.

#### **7. Force majeure**

- 7.1 In the event of force majeure we will not be able to refund or offer alternative holidays. Your travel insurance should cover this event.

#### **8. Accommodation**

- 8.1 Accommodation as described on our website or in our literature is subject to change without notice. We are constantly striving to offer the best value for money that we can find and sometimes we decide to change suppliers in order to meet this aim.
- 8.2 Our accommodation providers will have their own terms of use which you agree to abide by.
- 8.3 Whilst we describe our accommodation in good faith, we cannot warranty that facilities provided by our accommodation suppliers and as described by us will be made available to you either (a) at all or (b) without further cost payable by you. Common examples of this include where a hotel may charge for WiFi or for use of their swimming pool. We cannot accept liability for failure to provide any service.

#### **9. Transfers**

- 9.1 Our holiday prices include transfers as stated in the holiday description from / to local ferry terminals, train stations and airports at the start and end of your holiday. These are offered within designated times and you should arrange your travel to coincide with these times.
- 9.2 If you decide to arrive at times outside our designated transfer window we will not be liable for accommodation or subsistence costs as incurred by you.
- 9.3 If your travel arrangements are such that you arrive at a point which is not one of our designated pick-up points, you will be liable for the arrangement and cost of onward travel to either (a) a designated pick up point within the designated times or (b) the start point of the holiday (if different).

#### **10. Travel to and from your holiday start / end point**

- 10.1 Our holidays do not include travel to and from the start and end points. The start and end points are clearly described in our literature, on our website and on our invoice. You are responsible for making your own arrangements at your own expense either to the start and end points or to one of the designated pick up points as described by us.

#### **11. Passport requirements**

- 11.1 You are responsible for ensuring that your passport is valid and that you have the required entry visa if required.
- 11.2 If you are denied entry to the country in which the tour starts and are unable to take up your holiday, this will be treated as a cancellation by you as per paragraph 2.
- 11.3 If you are delayed in joining your holiday as a result, paragraph 4.5 will apply.

#### **12. Insurance requirements**

- 12.1 You agree to arrange suitable travel insurance for the type of active holiday that you are undertaking, including cover for equipment either owned by you or hired from us or our agents, to include medical cover and repatriation in the event of injury or death.
- 12.2 Your travel insurance covers cancellation, variation or delay as set out in various paragraphs of these terms and conditions, including those elements not paid to us such as travel to and from the holiday.

#### **13. Our Public liability insurance**

- 13.1 We have public liability insurance in place and a copy of our schedule is available on request.

#### **14. Bike hire conditions**

- 14.1 If you have requested bike hire we will make available to you a bicycle for the duration of your holiday from the start point to the finish point.
- 14.2 We take all reasonable care to ensure that the bicycle is in full working order and is safe to ride. However if you notice any mechanical or structural issues you agree to inform us at once.
- 14.3 You agree to take due care of the bicycle and equipment provided and to return it in the same state as it was provided (wear and tear excepted).
- 14.4 You agree that your travel insurance will cover the bicycle against loss, damage or destruction.

#### **15. Complaints**

- 15.1 If you have any complaints during your holiday you should firstly bring these to the attention of our tour manager at the time.
- 15.2 If the matter is not satisfactorily resolved you should write to us within 14 days of the end of your holiday. We will respond within a further 14 days, or, if further investigation is needed, within 14 days telling you when you may expect a response.

#### **16. Descriptions**

All descriptions whether written or verbal are given in good faith. Descriptions are by their very nature subjective and if there is anything of particular concern you should contact us prior to booking for clarification.

#### **17. Legal**

Green Jersey Cycling Tours Limited is incorporated in England and Wales  
Company number 8185483 Registered address:  
Bun House, Cattistock, Dorchester, Dorset  
DT2 0HY England.

#### **18. Financial Security**

Green Jersey Cycling Tours Limited is a member of the Travel Trust Association. Our membership number is Q0937. Your holiday monies are paid into a trust fund which we cannot access until after your holiday has taken place. You are therefore 100% protected against the failure of the company or its suppliers. In addition we will issue to you an insurance policy called a Stand Alone Safe Seat Guarantee which provides another level of protection for you. The cost of this policy is borne by us.

For further details of the protection guaranteed by the TTA, visit their website  
[www.traveltrust.co.uk](http://www.traveltrust.co.uk)

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