

## Tour du Velo Booking Conditions

Your booking is with TOUR DU VELO LTD (**TdV**). Registered office: 5 Milton Road, Bishopston, BRISTOL, BS7 8SJ. Registered in the UK as Company registration number 10975869.

### 1. Your Booking

- 1.1 A booking will exist as soon as we are in receipt of your deposit payment and have issued you with a confirmation email. This booking is made on the terms of the booking conditions detailed in this document. When you make a booking, you guarantee that you accept the terms of these booking conditions.
- 1.2 As a condition of booking with TdV, we recommend that that you are adequately insured for your event
- 1.3 It is your responsibility to let us know, at the time of booking (or as soon you become aware) whether you require extra assistance in respect of any disability you may have or if there you have any special requests. Please note that we will try to accommodate special requests that are reasonable but cannot guarantee this, particularly where such requests are outside our control

### 2. Exclusions

**IMPORTANT:** The following list includes (but is not limited to) items not covered in the cost of your tour package

- Travel insurance
- Insurance cover for any of your possessions – including, but not limited to, any bicycle or other cycling equipment, or any other sports equipment you take with you on your holiday
- Any flights, baggage, meals, rooms or apartment supplements not specifically included within your individual event itinerary
- Any items listed as optional extras, such as bike hire, which will be subject to the separate terms and conditions entered into by you at the time of booking
- The cost of any required visas and passports
- Local tourist taxes

### 3. Payments

- 3.1 When registering for an event you must pay the deposit applicable to that event, as disclosed on our website, together with any other items which we require to be paid in advance – these will be clearly stated at the time of booking. The balance of the price of your travel arrangements must be paid at least 90 days before your departure date, unless otherwise noted. If the deposit and/or balance is not paid in time, we may cancel

your travel arrangements. If the balance is not paid in within the required timeframe, we will retain your deposit to cover costs incurred

- 3.2 TdV reserves the right to amend the prices of any of the events offered on our website. You will be advised of the current price of the event that you wish to book before your booking is confirmed
- 3.3 Where all or part of a tour takes place outside of the UK, the price of all costs incurred outside the UK are calculated using exchange rates quoted by HSBC Bank plc on the day payment is made by us

## 4. Cancellations

- 4.1 You may cancel your travel arrangements at any time. In the event that you cancel your booking, email notification must be received by TdV at [info@tourduvelo.com](mailto:info@tourduvelo.com). Since we incur costs in cancelling your travel arrangements, you will be required to pay the applicable cancellation charges as follows: (See also the exception below):

Period in which notification provided	Cancellation charge applied
More than 84 days	Deposit (+ any non-refundable costs incurred by TdV)
84 to 57 days	50% of total cost (+ any non-refundable costs incurred by TdV)
56 to 29 days	70% of total cost (+ any non-refundable costs incurred by TdV)
28 to 15 days	90% of total cost (+ any non-refundable costs incurred by TdV)
Less than 15 days	100% of total cost (+ any non-refundable costs incurred by TdV)

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges from your insurer

### 4.2 Cancellation by TdV

- 4.2.1 TdV reserves the right to cancel your booking. We will not cancel less than 28 days before your departure date, except in the event of:
  - unavoidable and extraordinary circumstances
  - failure by you to pay the final balance
  - the minimum number required for the tour to go ahead not being reached
- 4.2.2 'Unavoidable and extraordinary circumstances' means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- 4.2.3 If a cancellation occurs because of unavoidable and extraordinary circumstances (see paragraph 4.2.4 below) we will have no liability to you. No compensation, costs, expenses or any other sums, including the cost of securing alternative accommodation, will be paid by us.

- 4.2.4 Except where otherwise stated in these conditions, we cannot pay any compensation, reimburse expenses, or cover any losses for any amount or otherwise accept responsibility if, as a result of unavoidable and extraordinary circumstances, we have to change your booking after departure, or we, or our suppliers, cannot supply your booking, as previously agreed, or you suffer any loss or damage of any description. When we refer to unavoidable and extraordinary circumstances, we mean any event that we, or the supplier in question, could not foresee or avoid, even after taking all reasonable care.  
Such circumstances include, but are not limited to, war, terrorist activity, civil unrest, industrial dispute, epidemic, earthquake, flood or other extreme weather event (actual or threatened) or any act of any government authority.
- 4.2.5 We will not be responsible to pay any compensation following a cancellation. Any amendment fees you incur in terms of other arrangements you have made with other providers under separate contracts are not claimable from us.
- 4.2.6 The minimum number required for any given event will be provided to you, along with the time limit for us to tell you if the tour has to be cancelled.
- 4.2.7 If we do cancel, we will, wherever possible, offer you an alternative of equivalent or closely similar standard. You will be required to pay the increase in cost if the replacement is advertised at a higher price than your original booking, or if the replacement is a less expensive booking we will refund the difference in price. If you do not wish to take the alternative we offer you, you can cancel your booking and receive a full refund of any money you have paid to us, except for any amendment or cancellation charges.

## 5. Changes to your Booking

- 5.1 TdV reserves the right to amend your tour price after you have booked, only in certain circumstances:
- i. Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.
  - ii. We will absorb (and you will not be charged for) any increase equivalent to 2% of the price of your tour cost, 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 10% of the price of your travel arrangements, you will have the option of cancelling and receiving a full refund of all monies paid, except for any amendment charges.
  - iii. Should you decide to cancel you must do so within 14 days from the date on your final invoice

- 5.2 If we are constrained by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.
- i. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid.  
Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescales given your booking may be cancelled.
  - ii. If you choose to accept a refund you will be entitled to a refund of all monies paid or, if that tour can be re-arranged, you can accept a place on that replacement event

## 6. Our Liability to You

- 6.1 You must inform us, without undue delay, of any failure to perform or improper performance of the services included in this package. If any of the services included in your package are not performed in accordance with your booking, or are improperly performed by us, you may be entitled to an appropriate price reduction or compensation or both.
- 6.2 We will not be liable where any failure to perform or improper performance of the travel services is due to: you or another member of your party; a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.
- 6.3 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to:
- The booking terms of the companies that provide the travel. These terms are incorporated into this booking; and
  - Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation to be paid under these or any conventions.
- 6.4 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.

## 7. Complaints

- 7.1 If you have a complaint about any of the services included in your tour, you must inform TdV without undue delay and we will take all reasonable steps to rectify any problem
- 7.2 If your complaint is not resolved to your satisfaction at the time, please follow this up within 28 days of your return home by contacting us directly, either via email at [info@tourduvelo.com](mailto:info@tourduvelo.com) or by mail to: Tour du Velo Ltd, 5 Milton Road, Bishopston, BRISTOL, BS7 8SJ giving your booking reference and all other relevant information.

## 8. Additional assistance

- 8.1 If you experience any difficulty during the event and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and help you to find alternative arrangements and any necessary phone calls/emails. You will be liable to pay any cost we incur, if the difficulty is due to your personal circumstances or requirements.

## 9. Passport, Visa and Immigration Requirements

- 9.1 Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

## 10. Law and Jurisdiction

- 10.1 All bookings are made on the terms of these booking conditions, which are 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.

## OTHER IMPORTANT INFORMATION

### 11. Your Personal Information

Use of your personal information: we will only use your personal information as set out in our Privacy Policy: [https://docs.wixstatic.com/ugd/2a970a\\_803ab93486d54ac7a9caa32d0036f82c.pdf](https://docs.wixstatic.com/ugd/2a970a_803ab93486d54ac7a9caa32d0036f82c.pdf)

## 12. Health Regulations

We advise all customers to check what the latest health requirements are for travel to their chosen destination and to ensure that they are fit enough to participate in any event, excursion or other tour they may take part in. Please consult your doctor, practice nurse or travel health clinic and/or obtain the relevant health leaflets, for example the Department of Health leaflet "Protect your Health Abroad" from your local Post Office or the Department of Health. We would also recommend that you consult with the following websites for advice: [www.foc.gov.uk](http://www.foc.gov.uk), [www.dh.gov.uk](http://www.dh.gov.uk), [www.hpa.org.uk](http://www.hpa.org.uk) and [www.nathnac.org](http://www.nathnac.org). For Foreign Office advice on traveling to other countries, please refer to [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo)

## 13. Tickets and Tour documents

These provided to you prior to the start of the event and may arrive by post or email (as appropriate).

## 14. Events

- 14.1 Event Entry forms - For some events, entrants are obliged to fill in the appropriate official entry form, which we will send to you. This form must be returned within 7 days, or by any specified date for that event, to the issuing office or the specified location. Entries are subject to the event's conditions of entry, which are outside of our control. Failure to return the signed entry form within the specified time may result in your race entry being refused, your booking cancelled and the loss of all monies you have paid.
- 14.2 All requested medical information must be supplied otherwise the entry may be invalid.
- 14.3 In the event of cancellation or postponement of the event, for whatever reason, we cannot be held responsible in any way for any loss (whether monetary (i.e. non-refundable event fees) or otherwise) or inconvenience.
- 14.4 Some events may require a medical certificate to be able to enter. You will be advised of this at the time of booking, but it is your responsibility (and expense) to ensure you have organised this in accordance with the requirements of the booking.
- 14.5 Events may change their security and safety arrangements at the last minute and without notice and we have no control over this. Please be prepared for this eventuality and listen to the advice of any event officials and do what they say.
- 14.6 Certain events may require participants to undertake anti-doping procedures. You must be willing to adhere to this condition, otherwise your participation may be barred or annulled.
- 14.7 Participation or attendance at events may grant the event organiser permission to use your image in any subsequent promotion or communication about the event, whether it be via TV, printed material, online or otherwise. If you do not agree to this, you should not enter the event.
- 14.7 Many events do not permit the resale or swapping of entries and we would recommend you only do this where authorised by the event organizer. Contravention of this may render the entry void.

### 15. Cycling/Triathlons

Where we arrange flights for cyclists and triathletes, we do not accept any responsibility for the flight carrier failing to carry the cycle on the same flight as the entrant. We will use all reasonable endeavours to expedite speedy delivery, but this is outside of our control.

### 17. Baggage (Flights)

Typically, one average sized suitcase only per person is permitted – weight allowances do vary dependant on the carrier, so please check with the carrier. Please note, the approved items for carriage within the cabin or aircraft hold are subject to change. Please refer to your carrier for the very latest information prior to departure, and the departure airport's website and [www.dft.gov.uk](http://www.dft.gov.uk)

### 18. Hotel Check In/Check Out

The standard international practice is to let rooms from mid-afternoon on the day of arrival until mid-morning of the day of departure. Occasionally when you arrive at your accommodation, you may have to wait a short while until your room is ready. Similarly, if you are leaving the destination on a flight later in the day, you may be required to check out of your hotel room earlier in the day. In some cases, you may be able to extend you stay in your room or have access to facilities at the accommodation to change and refresh yourself in, but we cannot guarantee this, and this should be arranged with the accommodation management.

### 19. Room Sharing

If you are travelling alone and do not wish to pay the applicable supplement for a single room, we will, if you wish and subject to availability, match you up with someone of the same sex on a "twin to share" basis wherever possible. If you select a room sold on this "twin to share" basis you will be sharing with another participant on the tour and not have sole use of the room. In such cases we are not allowed to give any details regarding the name, address or phone contact of the parties requesting sharing arrangements. Please note, you must inform us in advance of any medical conditions or personal issues that may negatively impact on someone else's enjoyment of the trip, for example, snoring – if you do not inform us, then we reserve the right to change your booking to a single room and for you to pay the balance.

Note: where a room has been booked for one person only, whether it be a single room or the sole occupancy of a larger room, no other person is permitted to stay in that room, even if there is physically space for that person.

### 20. Insurance

You must arrange adequate insurance for your own possessions, including bicycles and other sports equipment, etc.

Please note, we are unable to insure your possessions, as we do not have an "insurable interest" in these. We are not liable for these possessions should something happen to them.

## 21. Tours and itineraries

Whilst we try very hard to deliver your tour itinerary as specified at the time of booking, sometimes circumstances beyond our control may prevent us from providing the exact tour itinerary that is advertised and in such circumstances we do not assume liability for any loss of the advertised elements of the itinerary. Please see the rest of these terms and conditions for further details.

## 22. Behaviour at hotels or venues

Please note, if your behaviour at any of the hotels or venues that we use leads to damage or to costs being levied by suppliers, we will seek redress and recoup these costs from you or direct the supplier to you to take action. This could include damage to property.