

Terms and Conditions of Booking

These Terms and Conditions of Booking ('Booking Conditions') together with our Website Terms and Conditions, Privacy Policy and the documents referred to in them will apply to: (A) Your use of our website; (B) Our supply of products and services; and (C) Our contact with you, so **please read them and the holiday descriptions through carefully before completing your booking request.**

Please note that to book any of the activity holidays ('holiday packages') described on our website ('Site') you must agree to be bound by these Booking Conditions. Your completed booking request will be treated as confirmation of your acceptance of our Booking Conditions. If you have any questions about the Booking Conditions please contact us for clarification prior to booking.

Please print a copy of these Booking Conditions for future reference.

Please understand that if you refuse to accept these Booking Conditions, you will not be able to book any holiday package(s) from our Site.

1. INFORMATION ABOUT US

1.1 All holiday packages are provided by **Active England Tours Limited** ('AETL', 'we', 'us', 'our') a company registered in England and Wales (company number 06715224) with its Registered Office and main trading address at 4, Northbrook House, Robert Robinson Avenue, Oxford OX4 4GA. Our VAT number is 943 9537 85. 'Active England' and 'Pedal England' are trading names of AETL.

2. SERVICE AVAILABILITY

2.1 Our Site is only intended for use by people resident in the countries listed on the Serviced Countries page of our Site and any EC member counties, The United States Of America, Canada, South Africa, Australia, New Zealand, Japan and China (referred to below as 'Serviced Countries'). Unless agreed otherwise with you, and at our sole discretion, we do not accept bookings from any individual resident outside of the Serviced Countries.

2.2 Please note that there are some restrictions placed on the extent to which we may accept bookings from specific countries. These restrictions can be found on the Serviced Countries page of our Site. Please review our Serviced Countries page.

3. YOUR STATUS

3.1 Whether you intend to travel alone or as a member of a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. By placing a booking through our Site, you warrant that:

- (a) you are legally capable of entering into a binding contract and, if you are travelling with a group of people that you have the authority to make the booking on behalf of all other persons listed in your booking application ('Co-travellers'); and
- (b) you are at least 18 years old;
- (c) any Co-traveller(s) under 18 years of age will be accompanied by an adult at all times throughout the duration of the holiday;
- (d) you and your Co-traveller(s) are each sufficiently fit to participate in the activities described in the holiday package on our Site that you have selected and have no health conditions that would

in any way limit your ability to complete the holiday package you are seeking to book (the 'Holiday') or impact the health or safety of others attending the same Holiday;

- (e) you have informed us in the booking request of any personal circumstances or needs (medical or otherwise) relating to a person included in the booking that may be relevant to the booking including but not limited to whether any person needs adapted or non-standard equipment or facilities in order to participate fully in the Holiday. You have a continuing obligation until the end of the Holiday to inform us promptly should you or a member of your party be or become unwell or is unable for any reason to participate in or to complete the Holiday or is affected by any condition, medical or otherwise, that might affect your/their or other people's enjoyment of the Holiday. If you do not do so, we may cancel your Holiday at any time;
- (f) you are responsible for ensuring the accuracy of the personal details and any other information supplied to us in respect of yourself and all other Co-travellers and for passing any information regarding the booking or any changes made in relation to the booking to all Co-travellers including, but not limited to, information on schedule changes or copies of booking confirmations;
- (g) you are resident in a Serviced Country or as otherwise agreed with us in accordance with condition 2.1
- (e) you are accessing our Site from a Serviced Country or as otherwise agreed with us in accordance with condition 2.1.

3.2 Your booking request is accepted on the understanding that you accept: the risks and hazards of a Holiday of this kind, including the dangers inherent in cycling either on the road or off the road; the dangers inherent in other activities included in our other holidays; the dangers of natural hazards; adverse weather conditions; the poor condition of the highways; border restrictions; terrorism and disease/illness, and the potential for (amongst other things) delays, alterations, loss or damage to property, inconvenience and discomfort.

3.3 On all of our holiday packages it is necessary that you abide by the authority of the leader who represents AETL and whose decision is final. Submitting a booking request form signifies your agreement to this, and if you commit any illegal act when on the Holiday or if in the reasonable opinion of the leader your behavior is causing or is likely to cause danger, distress or annoyance to others we terminate your travel arrangements without any liability on our part.

3.4 We cannot guarantee the composition of the group with whom you will be participating in the Holiday in terms of either age, nationality, gender, singles and couples.

3.5 Please note that flights and other products you purchase separately do not form part of your Holiday package with us.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

4.1 After submitting a booking request, you will receive an email from us acknowledging that we have received your booking request. **Please note that this does not mean that your booking has been accepted.** Your booking constitutes an offer to us to make a booking. All bookings are subject to acceptance by us, and we will confirm such acceptance to you by sending you an email that confirms that the relevant holiday package has been booked and the required deposit (or payment in full if the booking

request is received less than 56 days before the start of the holiday) has been received (Booking Confirmation). **Please check the Booking Confirmation carefully and if you notice any errors please contact us immediately on 01865 747795 (or +44 1865 747795 if you are calling from outside the UK) to correct these.** The contract between us (Contract) will only be formed when we send you the Booking Confirmation and the date on the Booking Confirmation will be the date the Contract is made.

4.2 The Contract will relate only to the Holiday specified in the relevant Booking Confirmation. We will not be obliged to provide any other holiday which may have been part of your booking request until the booking of any such holiday has been confirmed in a separate Booking Confirmation.

4.3 When making a booking you will be required to complete a booking form and pay a non-refundable deposit (Deposit) unless the booking is being made less than 56 days before the start of the holiday in which case you shall be required to make payment in full.

4.4 If we do not accept your booking, we shall refund the Deposit to you in full.

5. CANCELLATION BY YOU

5.1 Subject to condition 5.3, you may cancel a Contract at any time on giving us written notice and you will be refunded in accordance with our refunds policy (set out at condition 8).

5.2 Holidays are exempted from the cooling off cancellation provisions of the Consumer Protection (Distance Selling) Regulations 2000.

5.3 If you cancel a Contract in respect of any of the following holidays, you will not be entitled to any refund of the purchase price of the holiday package or of your Deposit.

5.4 These provisions do not affect your statutory rights.

6. CANCELLATION BY US

6.1 We aim to provide your Holiday as booked but for the reasons listed below we may, in exceptional circumstances need to cancel it. We therefore reserve the right, in our sole discretion, to cancel a Holiday and the relevant Contract with you. We will of course give you notice of this as soon as we are aware of a circumstance which causes us to cancel the Holiday. Such reasons for our cancellation may include, but will not be limited to, the following circumstances:

- (a) You have not paid for the Holiday in full by the due date;
- (b) the occurrence of an Unexpected Event (as defined at condition 20);
- (c) if the minimum number of bookings for a holiday (4 people) has not been met by 30 days prior to the start date of the Holiday; and
- (d) if during the course of the Holiday we become aware that a participant in the Holiday has developed or has a serious infectious or contagious medical condition.

6.2 In the event that we have cancelled the Holiday due to (b), (c) or (d) above, we shall in the first instance offer you an alternative equivalent Holiday. Should this not be acceptable to you, then:

- (a) in the event that the cancelled Holiday has not already commenced prior to our cancellation, we will offer you a full refund of all payments made to us by you including your Deposit; and
- (b) in the event that the Holiday has commenced prior to our cancellation, we will refund the remaining cancelled days of the Holiday on a pro-rated basis at a rate of 50% of the purchase price for each cancelled day.

7. PRICE AND PAYMENT

7.1 The price of any Holiday will be as quoted on our Site from time to time, except in cases of manifest error.

7.2 These prices include any applicable VAT.

7.3 Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a Booking Confirmation.

7.4 Our Site contains a large number of Holidays and it is always possible that, despite our best efforts, some of the Holidays listed on our Site may be incorrectly priced. If, following your booking but prior to sending you a Booking Confirmation, we become aware that our Site specifies an incorrect price (Incorrect Price) in respect of any Holiday:

- (a) in the event that the correct price (Correct Price) is less than the price stated on our Site, we will charge you the lower Correct Price and specify the same in the Booking Confirmation; and
- (b) in the event that the Correct Price is more than the price stated on our Site, we will, at our sole discretion, either:
 - (i) contact you to confirm that you wish to proceed with your booking at the Correct Price and, if you so accept, specify the Correct Price in the subsequent Booking Confirmation; or
 - (ii) reject your booking and notify you of the same, stating the reasons for such rejection.

7.5 In the event that we send you a Booking Confirmation stating an Incorrect Price, we will be under no obligation to provide the Holiday to you at that Incorrect Price, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a miss-pricing.

7.6 Payment for the balance of the full purchase price (less the amount of the Deposit paid) (Balance) must be made by credit or debit card. We accept payment with debit or credit cards. We will not charge your credit or debit card in respect of the Balance until we send you the relevant Booking Confirmation.

8. OUR REFUNDS POLICY

8.1 If you wish to cancel or amend your booking you must notify us in writing (including by email) as soon as possible. When you cancel a Holiday for any reason we will notify you of any refund due (if applicable) via email within a reasonable period of time. We will usually process any refund due to you as soon as possible and, in any case, within 14 days of the day we confirmed to you via email that you were entitled to such a refund.

8.2 To cover the cost of processing your cancellation, and to compensate us for the risk that we may not be able to resell your Holiday, we will make a cancellation charge which will be deducted from the price of the Holiday you booked. The amount of refund that you will receive will be based on the number of days between the start date of the Holiday and the date we received your notice of cancellation (Notice Days). The following table sets out the percentage refund that you will receive:

Number of Notice Days	% of purchase price payable as a refund
Greater than 121	80
91 to 120	60
61 to 90	40
31 to 60	20
0 to 30	0

8.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase, although this will be subject to our sole discretion.

9. HOLIDAY AND INSURANCE COVER

9.1 It is a term of the Contract that you and every Co-traveller has in place adequate insurance to cover at least the following items prior to the Holiday start date:

- (a) baggage;
- (b) equipment both used by you, provided by us, hired from a third party or otherwise;
- (c) medical expenses;
- (d) repatriation costs; and
- (e) cancellation.

There is insurance designed for the type of holidays we offer and we recommend you purchase insurance with this type of cover. Any claims concerning matters for which you are insured must be directed to your insurers. If you have booked flights independently of your Holiday, you may wish to consider arranging insurance to cover the cost of your cancelled Holiday if your airline cancels or delays your flight and you cannot make it to the start of your Holiday.

10. OUR LIABILITY

10.1 We warrant to you that any Holiday booked through our Site is of reasonable quality, is reasonably fit for all the purposes for which a Holiday of this kind is commonly supplied and that our services are provided to you with reasonable care and skill.

10.2 Where you have booked a Self-guided Holiday we warrant that we have exercised reasonable care and skill in preparing the information and instructions supplied to you to enable you to complete the tour as described. We cannot however be liable for any mistakes made by you in following the information/instructions or for any unforeseen changes or modifications to the route indicated as a consequence of road closures, extreme weather conditions or any other Unexpected Event (as defined in clause (20)).

10.3 This condition 10 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants and subcontractors) to you in respect of:

- (a) any breach of the Contract;
- (b) your participation in the Holiday; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

10.4 Subject to condition 10.1, all warranties, conditions and other items implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.5 Nothing in these terms and conditions limits or excludes our liability:

- (a) for death of personal injury arising from negligence; or
- (b) for any damage or liability incurred by you as a result of our fraud or fraudulent misrepresentation; or
- (c) under section 2(3) of the Consumer Protection Act 1987;

10.6 Subject to conditions 10.4 and 10.5 we shall not be liable for any loss or damages caused by the total or partial failure to provide your Holiday if such failure is:

- (a) attributable to you; or
- (b) Unforeseeable or unavoidable and attributable to a third party unconnected with us or any of our subcontractors; or
- (c) As a result of an Unexpected Event (as described in clause (20)); or
- (d) Due to the theft or loss of a bicycle or other equipment; injury as a result of cycling (on or off road), or resulting from any other prescribed activity forming part of the Holiday and in particular injuries as a result of inadequately maintained and serviced personal equipment or failure to wear the correct safety equipment (including cycle helmets or other headgear, life-jackets or other buoyancy aids), unless demonstrably due to our negligence.

Nor shall we be liable for:

- (i) your loss of income or revenue;
- (ii) your loss of business;
- (iii) loss of profits or contracts; or
- (iv) loss of goodwill or anticipated savings,
as a result of any breach of the Contract.

10.7 Subject to conditions 10.4 and 10.5 our total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the purchase price of the Holiday.

11. DATA PROTECTION

You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and your personal data may be processed by us and on our behalf in connection with our provision of the Holiday.

12. COMPLAINTS

In the unlikely event that you have a complaint during the Holiday then in the first instance you should raise it with our representative attending the Holiday who will either deal with the issue directly or escalate it as appropriate. You can also contact us directly by email at willcairns@pedalengland.co.uk to raise any issues. You must notify us in writing of your complaint within 28 days of the completion of your Holiday if the complaint was not dealt with properly during the Holiday.

13. PRE HOLIDAY TRAVEL

13.1 All travel arrangements which take place prior to and/or after a Holiday are solely your responsibility. This includes flight arrangements, passports, visas and other travel requirements.

13.2 Should you arrive late to the designated departure point as stated on the Booking Confirmation, for whatever reason, then it is your responsibility to let us know and arrange and procure any necessary transport to enable you to join the Holiday itinerary at an agreed later point and place.

13.3 Please note that in the unlikely event of cancellation of the Holiday in accordance with clause (6) we will not be liable for any costs or expenses you have incurred that relate to travel arrangements you have made which take place prior to or after the scheduled dates of the cancelled Holiday.

14 ACCOMMODATION

14.1 As part of the Holiday accommodation will be provided on a dinner, bed and breakfast basis. The accommodation will be reserved by us in your name and on arrival you will be required to complete any necessary documentation provided by the accommodation provider setting out their own terms and conditions on which they accept guests, and you agree to abide by these. You will be personally liable for any additional drinks, goods and other products and services purchased (Additional Purchases) during your stay at the accommodation and you will be required to settle any outstanding bills relating to any Additional Purchases prior to your departure from the provided accommodation.

14.2 Accommodation is pre-booked for each Holiday and, subject to the other provisions of these terms and conditions, no refunds can be made in respect of unused accommodation.

15. EQUIPMENT AND HIRE CONDITIONS

15.1 As specified in the relevant Booking Confirmation, we may provide you with equipment including but not limited to, bicycles, safety helmets, water bottles and maps (Equipment). The Equipment, including all accessories supplied to you, is let out on hire. The Equipment remains our property and you will not sell, hire out or otherwise part with possession of it.

15.2 You undertake on behalf of yourself and your Co-travellers (if any) to use the Equipment with all due care and to keep the Equipment clean, in good repair and safe for the duration of the Holiday. We shall charge you for any costs we incur for any cleaning, repair or replacement of the Equipment as we, in our sole discretion, determine necessary and in respect of any other damage (with the exception of any ordinary wear and tear) to any Equipment. In the event of a breakdown, other than a result of your misuse, we will use reasonable endeavours to repair or procure the repair of the Equipment.

15.3 You may be asked to pay an additional deposit for any Equipment provided to you by us as specified in the Booking Confirmation.

15.4 You must ensure that the Equipment is adequately secured when not in use, not use the equipment whilst under the influence of alcohol or drugs, and immediately notify us in the event of the breakdown or loss of the Equipment.

16. MARKETING

It is a condition of booking your Holiday that you agree to photographic images being taken of you participating in the Holiday and you agree irrevocably to assign and or waive all and any rights and title to or in any such images to us and to our use of the images for marketing and promotional purposes.

17. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our Site, you accept that communication with us will be mainly electronic. We may contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

18. NOTICES

All notices by you to us must be sent to Pedal Limited at 4, Northbrook House, Robert Robinson Avenue, Oxford OX4 4GA, UK. We may give notice to you at either the email or postal address you provide to us when placing a booking or in any of the ways specified in clause 17 above. Notice will be deemed received and properly served 24 hours after an email is sent, forty-eight hours after posting it on our website, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email that such email was sent to the specified email address of the addressee.

19. TRANSFER OF RIGHTS AND OBLIGATIONS

19.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

19.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent which will not unreasonably be withheld subject to the transferee or assignee satisfies all the conditions applicable to the Holiday and both persons accepting joint and several liability for full payment of the Holiday price and our charge for confirming the transfer and any costs arising from the transfer.

19.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

20. EVENTS OUTSIDE OUR CONTROL

20.1 We shall have no liability to you under a Contract for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by unavoidable and extraordinary circumstances beyond our reasonable control (an 'Unexpected Event').

20.2 An Unexpected Event includes, without limitation, the following:

(a) strikes, lock-outs or other industrial action;

- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) failure of a utility service or transport network; or
- (e) compliance with any law or governmental order, rule, regulation or direction.

20.3 Our performance under any Contract is deemed to be suspended for the period that the Unexpected Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Unexpected Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Unexpected Event, failing which after a period of 6 months either party may terminate the Contract without liability to the other.

21. SAFETY AND SECURITY

21.1 Your personal belongings are your own responsibility during your Holiday with us. Bicycles are particularly vulnerable to theft.

21.2 Activities which take place out of doors are provided subject to appropriate weather conditions prevailing at the time the activity is to take place.

21.3 You must ensure that any activity or facility selected by you or any Co-travellers is suitable for those who are taking part.

21.4 You (and each of your Co-travellers) are required to follow any safety advice provided to you including those relating to the Highway Code and the need to wear a cycle helmet when cycling or mountain biking, or a life-jacket/buoyancy aid when paddle boarding, kayaking, canoeing or punting.

21.5 You may not advertise, use, give or resell your Holiday or any discount offer associated with it or offer to do so (for profit or otherwise) or use it in connection with a competition, promotion, business and charitable or any other similar venture without our express advance written permission.

21.6 If bringing your own equipment on one of our holidays, please ensure that it is adequately maintained and insured. We will take all reasonable care handling such equipment, however we are not responsible for any damage caused to equipment by a third party unconnected with the provision of the travel services contracted for, whether such damage is caused during the Holiday or whilst the equipment is in transit.

22. FINANCIAL PROTECTION

We are required by law to provide security for the money that you pay for a Holiday booked with us in the event of our insolvency. We provide this security by way of membership of the Association of Bonded Travel Organisers Trust (ABTOT). Further details about ABTOT are available at www.abtot.com.

For details about what to do in the unlikely event that we become insolvent see: <https://www.abtot.com/travelling-with-a-member/what-to-do-in-the-event-of-failure/>.

23. WAIVER

23.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

23.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

23.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 18 above.

24. SEVERABILITY

If any of these terms and conditions or any provisions of a Contract are determined by any court or other competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

25. ENTIRE AGREEMENT

25.1 The Contract and these Booking Conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

25.2 In the event of any conflict between the terms of the Contract and the Booking Conditions and the terms of the Contract shall prevail.

25.3 Nothing in this condition shall limit or exclude any liability for fraud.

26. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

26.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

26.2 You will be subject to the policies and terms and conditions in force at the time that you book your Holiday from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously placed by you), or if we notify you of any change to those policies or these terms and conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Booking Confirmation).

27. RIGHTS OF THIRD PARTIES

A person who is not a party to the Contract shall not have any rights under or in connection with it.

28. LAW AND JURISDICTION

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, will be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation however before resorting to litigation you may refer to mediation any dispute or claim that has not been settled by agreement within 30 days of first raising the claim or dispute with us using the European Commission Online Dispute Resolution platform which can be accessed here: <http://ec.europa.eu/consumers/odr/>.