

Booking Conditions 2012

Cycle & Walking Breaks

Please read this carefully before making your booking.

It sets out your agreement with us and contains important terms and conditions.

1. The agreement

Your agreement with us ("the agreement") only comes into effect when we have received your signed booking form or telephone, fax or email instructions together with your deposit and we have issued confirmation of your booking (either written or verbal).

A deposit of 10% of the total cost of the booking, or £50 per person (whichever is the greater), is payable at the time of booking. The agreement is made in England and is governed in all respects by English law. Any disputes arising from the agreement will be dealt with exclusively by the Courts of England and Wales.

2. Payment of balance

When we confirm your booking with us, we will send you an invoice showing the balance of the payment due and the date by which it must be received by us.

Payment of the balance must be made 6 weeks before the start of your holiday. If the balance is not received by the due date we reserve the right to cancel your booking and to apply cancellation charges as paragraph 5 below. Where bookings are made less than 6 weeks before the start of your holiday, full payment must be made when booking.

In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with Cycle Breaks are fully protected for the initial deposit and subsequently the balance of all monies paid to us arising from cancellation or curtailment of your travel arrangements due to our insolvency.

We have insured you against this risk; a certificate detailing this cover will be given to the lead name on the 'Booking' as evidence of cover. Please ensure that you have been given the appropriate certificate at the time of booking.

This Insurance has been arranged through International Passenger Protection Limited and underwritten by Insurers who are members of the Association of British Insurers.



3. Price Guarantee

We guarantee that the price of your holiday will not be subject to alteration or surcharge once you have paid your deposit and we have confirmed the booking to you in writing. With the above exception, we reserve the right to increase or decrease our prices at any time.

4. Changes to arrangements

If you wish to alter your holiday arrangements we will do our best to accommodate you, subject to availability, upon payment of an administration charge of £50 per booking, provided such alterations are notified at least 28 days before the start of your holiday. After this date we reserve the right to treat the changes as re-bookings and to apply cancellation charges.

5. Cancellation

If you have to cancel your holiday you must notify us immediately in writing by recorded delivery letter. We will be entitled to charge cancellation charges expressed as a percentage of total holiday price on the following scale, to be calculated from the date on which we receive written notification.

Days before departure:

More than 42	deposit only
42 to 29 days	40%
28 to 8 days	75%
Less than 8 days	100%

6. Alteration/cancellation by us

There may be occasions when it is necessary to alter itineraries. The itineraries are statements of intention only, do not constitute representations or undertakings that they will be carried out and changes to them will not constitute material alterations. We will notify you of any such alterations as soon as we can and will offer you alternative arrangements of at least equivalent standard. In the unlikely event that we have to cancel your holiday or make material alterations we will notify you as soon as possible and offer you the choice of an alternative holiday or a full refund.

7. Force Majeure

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our contractual obligations is prevented or affected by "force majeure". For the purposes of these booking conditions, "force majeure" means any event which we, our employees, agents or supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

8. Using your own bike

You should always ensure that your bicycle is in a good state of repair prior to use. If you have problems with your own bike whilst on holiday with us in Suffolk or Norfolk, we will bring you a replacement bike for the rest of your holiday and charge back the own bike discount given. Please note that on our overseas holidays, no provision is made for mechanical assistance for those using their own bikes.

9. Damage to or theft of your hire bike

We do not require security deposits, although you should note that we will ask for reimbursement in the case of any damage (beyond fair wear and tear) to or theft of your hire bicycle.

10. Luggage transfers

There is no limit on the amount of luggage you can bring on tours except in France where there is a maximum limit of 2 pieces per person. Please note that, in the interest of protecting staff engaged in luggage transfer, no single piece of luggage should exceed 25kg (20kg on all European tours). We will not be liable for:

- i Damage to or loss of items not normally carried in luggage (such as cameras, IT equipment or any means of payment)
- ii Cosmetic damage to luggage or damage to handles and rollers/wheels
- iii Damage to any item weighing in excess of the maximum weight allowed per item on the tour as specified above.

Compensation is limited to GBP (£) 170 per person (€200).

11. Dealing with problems

11.1 Complaints

If you have a problem with our services whilst on holiday you should report it immediately to your hotelier or to us (or to our local representative on overseas holidays) so that the matter can be put right.

Any ensuing complaints should be notified to us as soon as reasonably practicable and in any event put in writing to our office within 14 days of the end of your holiday.

11.2 Liability for injury or loss

We will not be liable for any injury or loss suffered by you except in the following circumstances:

- i Death or personal injury caused by the negligence of us, our employees, agents or suppliers provided they were at the time carrying out work authorised by us;
- ii Misrepresentation made by us, our employees, agents or suppliers provided they were at the time carrying out work authorised by us;
- iii Breach of our contractual duty to exercise due diligence in making arrangements for your holiday and for consequential loss arising from any such breach;
- iv Failure to provide contractual services which are adequate or are of a reasonable standard.

12. Insurance

We strongly recommend that you are adequately insured for your holiday and consider insurance essential for overseas holidays. We will only accept bookings on overseas tours if you confirm to us that you have adequate travel insurance (however we do not require proof).

13. Passport

UK passport holders need to carry their passport when they travel to continental Europe. Non UK passport holders should check on passport and visa requirements for entry to either the UK or continental Europe.

'Suffolk Cycle Breaks', 'Cycle Breaks' & 'Walking Breaks' are trading names of Andrew Patton, Willow House, Park Rd, Combs, Suffolk IP14 2JS.
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