

AV Tours

Booking terms and conditions

All AV Tours Limited ("AV Tours", or "we", "us") trips are subject to these terms and conditions. Please read them carefully as they govern the contractual relationship between you and AV Tours for all services provided to you by AV Tours on your cycling trip. In booking your trip you confirm that you have read, understood and accept these terms and conditions in their entirety.

1. Booking

In the case of a booking being made by an individual person on behalf of another person or group of persons, then the person making the booking (the lead name) must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking terms and conditions on behalf of everyone in their party. The lead name is then responsible for ensuring the accuracy of all information provided related to themselves and persons in their party, and for passing on information regarding the trip to all persons in their party.

We require a non-refundable deposit for all trips of £250 per person . The balance and a completed booking form must reach AV Tours no later than 60 days prior to the start date of your holiday. If you book less than 60 days before departure, the booking form must be completed and payment made in full at the time of booking.

If you do not complete the booking form or pay the balance by the due date, AV Tours reserves the right to cancel your booking and you will forfeit your deposit plus any other relevant charges.

The contract between you and AV Tours comes into effect on receipt of your booking in writing, by telephone, by electronic means (online) or in person and once your deposit has cleared to us. From this point on, the rights and obligations (in particular payment of the trip price) arising from the contract are binding on you (and any further participants booked by you) and on AV Tours. These booking terms and conditions apply to all trip participants.

2. Services rendered and information

We undertake to carefully perform the services promised by us for the trip in accordance with the offer valid at the time of your booking.

You should note that all information given about our holidays, whether on our website, social media or otherwise, is intended solely to give you a general idea of the holiday. Information is correct to the best of our knowledge. You will be provided with details of your holiday, including accommodation details and what is included in the price at the time of booking. Changes may subsequently be made and we will notify you of any changes that we become aware of as soon as we are reasonable able to do so, in accordance with these terms and conditions.

AV Tours reserves the right to change cycling activities based on weather and road conditions and individual abilities of riders.

3. Pricing

All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time.

Changes in exchange rates and government-decreed price increases (e.g. in the VAT rate) may mean that the price of your package may change after you have booked. However, there will be no change within 20 days of departure. Where the price increase amounts to more than 8% of the offered and confirmed price for the travel arrangement, you have the right to withdraw from the contract free of charge within 5 days following receipt of notification. Payments made by you to us will be reimbursed immediately.

4. Cancellations and changes made by you

Should you, or one of your party, wish to cancel your booking, you must give us notice in writing. Cancellations will only be accepted from the lead person who booked the holiday. Notice of cancellation will be effective upon receipt by us of your written communication. We can accept no responsibility for cancellation charges arising from correspondence delayed or lost in the post. Cancellation fees will be a minimum of the deposit, and levied in line with the scale listed below (as a % of your total booking price):

- Over 60 days prior to departure – deposit
- 60 to 31 days prior to departure – 50%
- Less than 30 days to departure (including no-show) – 100%

If you end your trip early for reasons which do not qualify as “non-performance of services by AV Tours”, no costs for “unused services” will be reimbursed. Any additional costs for returning early are payable by you.

5. Cancellations and changes made by AV Tours

We reserve the right to change hotels and/or location in circumstances that are beyond our control. In any such event we will go to every effort to provide for a substitute arrangement of equal value to the extent this is possible.

We reserve the right to change or cancel any holiday, trip, itinerary or part thereof in the event of insufficient numbers needed to operate the holiday or if the transport, travel or weather conditions are deemed unsuitable. We will advise you of this no later than 20 days prior to departure. **A minimum of four customers is required to operate a holiday unless otherwise specified on the individual trip booking page.**

Other payments already made will be refunded in full. However, you should utilise your insurance cover for any loss you suffer before requesting or accepting a refund from us. No further claims for compensation will be accepted.

6. Your holiday

Your booking is accepted on the understanding that you accept:

Enhanced Risk: Cycling holidays are active holidays; you engage in the sport at your own risk. In no event will AV Tours accept any liability for accidents and physical injuries that result from engaging in cycling, including if you are travelling in a group with a group leader.

We cannot guarantee rider safety as rides use public roads, often in mountainous areas, and can include groups of varying abilities. You are personally responsible for complying with all road traffic regulations and wearing a helmet is obligatory. By booking any trip with AV Tours you must accept that you could get injured and that your equipment could get damaged.

It is your responsibility to ensure that you are sufficiently fit and healthy to complete your chosen holiday. By confirming your booking you accept that AV Tours ride leaders have the authority to prevent you from participating in any part of a ride should they have reasonable concerns about (a) your ability to safely partake in an activity or (b) your physical ability to complete an activity in the required timescale. On any ride it is necessary that you abide by the authority of the leader(s), who represents AV Tours and whose decision is final. Completing our booking form signifies your agreement to this and if you commit any illegal act when on the ride or if in the reasonable opinion of the leader(s) your behaviour is causing or likely to cause danger, distress or annoyance to others we may prevent you from riding or continuing on the ride and any future rides, without any liability on our part.

We cannot guarantee the composition of the riding groups in terms of age, nationality, gender, singles and couples.

Please note that flights and other products including bicycle hire you purchase separately do not form part of your holiday package with us.

Travel arrangements to meet a ride or on leaving any bike ride are your responsibility. Any guidance we may provide is simply that and must be checked by you.

Any information given by AV Tours in regard to climate, clothing, special equipment, etc. is done so in good faith and must be rechecked by you prior to relying on it.

No refund or compensation will be made or given for any unused hotel accommodation services where unused at your discretion or as a result of your action/inaction.

7. Medical and special requirements

We welcome people with restricted mobility, medical or particular care requirements or a disability, and aim to ensure that our services are as accessible as reasonably possible to all. However, in order that we may consider the possibility of making reasonable adjustments, it is important that we are fully informed of any needs, requirements and conditions before any booking is concluded. Please telephone us and we will be happy to discuss availability, suitability and potential reasonable adjustments with you.

If you have special requirements, a risk assessment might be required prior to confirming a booking or allowing participation in guided rides. Please note that we rely on the information you provide to help us anticipate and satisfy your needs. We therefore require you to give us a full and frank description of your needs. You must update us with any change in your circumstances prior to and during your holiday. Our guides can only provide general first aid. As such it may be necessary for you

or a member of your party to take responsibility for and to be able to administer or attend to your/their own medical needs or have someone accompany you/them who can do so.

You should inform us immediately, if within 4 weeks prior to your arrival date or during your break, any member of your party has, or develops an infectious or contagious medical condition. If so, we have the right to:

- refuse to accept your booking;
- cancel your holiday; or
- ask any member of your party to leave immediately, should we, in our reasonable discretion consider it necessary to protect the health of others.

8. Insurance disclaimer

You understand and accept that taking part in any trip organised by AV Tours is at your own risk and that neither AV Tours nor any agent, employee or other client is responsible for your safety. You further accept that AV Tours is there only to give route guidance and arrange any transfers and/or accommodation. Even though guided rides are offered, you take part in these rides totally at your own risk.

You have been advised by AV Tours that you need to be sufficiently fit and not suffering with any illness that could be exacerbated by the types of activities undertaken on the trips and that if in any doubt, you should seek medical advice before making a booking.

You have also been advised by AV Tours that you need sufficient medical travel insurance to cover all medical expenses, loss of earnings, cost of care, any loss or damage to your baggage and equipment, any liability you may incur against a third party and cancellation/curtailment of the trip should you need it. Insurance to cover medical expenses is mandatory on all AV Tours holidays and we strongly advise that you take out full travel insurance.

YOU CONFIRM THAT YOU WILL ARRANGE INSURANCE AGAINST SUCH RISKS AND AGREE AND ACKNOWLEDGE THAT FAILURE TO DO SO IS AT YOUR OWN RISK

You hereby agree that except in respect of death or personal injury caused by negligence of AV Tours, neither AV Tours nor its employees or agents will have any liability (whether in contract or tort including negligence) for any loss, damage, injury or death you may suffer in connection with any trip organised by AV Tours. This includes but is not limited to theft of bicycles or injury as a result of cycling and in particular injuries sustained as a result of personal equipment which has not been adequately maintained or serviced or for failure by you to wear your cycle helmet. In addition, we shall not be liable for losses suffered related to any business of yours such as lost profits, lost data, loss of contracts, etc, or any other business loss that you may incur as a result of any breach of these terms and conditions.

We shall also not be liable for loss or damage suffered by you which is caused or contributed to by any defect or failure of any travel services not provided by us and for which we could not reasonably be expected to be responsible for.

Furthermore, AV Tours is not responsible for any failure by you to take out the appropriate insurance or for any losses suffered by you as a result of you breaching any of these terms and conditions.

Except for those matters for which we do not seek to exclude our liability to you, our total liability to you is limited to twice the basic holiday price per person shown on your invoice or agreed in writing with us.

9. Bicycle rental and Activities

We may introduce you to suppliers of bicycle rental, excursions or other services. If you buy one of these, you'll be contracting with the supplier directly, we act only as agent and have no liability for the performance of that contract. Our Agreement doesn't apply to any contract for excursions or other services.

10. Transfer of booking

If any person is prevented from travelling we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the holiday, subject to both persons accepting joint and several liability for full payment of the holiday price and our charge for confirming the transfer and any additional costs arising from the transfer. We must be given reasonable notice of the transfer request, which is considered to be at least 14 days prior to the departure date.

12. Behaviour

Your behaviour should not be excessive, noisy or disruptive, especially at night. Your behaviour must at all times be appropriate to the culture of the country you are visiting. Offensive or illegal behaviour will not be tolerated and may result in the police being involved. We do not consider offensive or aggressive behaviour or language towards our staff to be acceptable. We may ask you and/or any member of your party to leave immediately if your conduct is considered by us to be inappropriate, likely to cause harm, or impair the enjoyment, comfort or safety of your neighbours, other members of your group, staff and the general public. No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you or any member of your party.

13. Photos

Photographs, likenesses or images of participants secured or taken on any of our trips may be used by the company without remuneration in all media for bona fide promotional or marketing purposes.

14. Complaints

Any complaints regarding your holiday should be made to AV Tours who will normally take any necessary action. If at the end of your holiday you feel that your complaint was not dealt with properly and you were not satisfied with the response, you must notify us of your complaint in writing within one month of completion of your holiday.

15. Your safety and security

Your personal belongings are your own responsibility during your holiday with us.

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 similar venture without our prior written consent.

16. Accommodation

Each provider of accommodation may have its own terms and conditions on which they take guests, and you agree to abide by these.

You must use the facilities and equipment provided to you with care and keep them in a clean and tidy condition. We reserve the right to charge you for any extra cleaning, missing items or damage.

17. Compensation payable by you

When booking you agree that we have the right either during or after your holiday to recover from you the following costs, including via the credit/charge or debit card used to pay for the holiday or otherwise:

- any compensation that we have to pay to others as a result of your acts or omissions; and/or
- any damage to property or accommodation; and/or
- any other charges or fees that we may incur as a result of your acts or omissions and from any breach of these terms and conditions; and/or
- any outstanding amounts due for your holiday.

18. General

We may assign our rights and/or obligations under the agreement between us. This will not affect your rights under these terms and conditions. You may not transfer any of your rights or obligations without our prior written consent.

You are responsible for the supervision of all members of your party under the age of 18.

If any part of these terms and condition is unenforceable, the enforceability of any other part remains unaffected.

A party who is not a party to the agreement between us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

These terms and conditions constitute the entire agreement between the parties with respect to the subject matter of these terms and conditions.

Any waiver by either party of a breach of any provision of these terms and conditions shall not be construed as a waiver of any subsequent breach of the same or any other provision.

19. Law and jurisdiction

This agreement between you and AV Tours will be governed by English law and any matter or dispute in connection with this contract will be subject to the exclusive jurisdiction of the English court.