

BREAKAWAY CYCLE TOURS

Cycling is our Passion



BREAKAWAY CYCLE TOURS (BCT) TERMS AND CONDITIONS

Please read the following terms and conditions carefully. BCT shall not accept any booking unless Participant(s) understand and agree with the following Terms and Conditions (T&C). BCT includes any and all staff guides, officers, employees, agents, licensees and any other Third Parties or their representatives.

Completion and receipt of the signed booking form(s) by participants means that you agree to be bound by the T&C of this agreement.

1. Prices: All prices are subject to availability and can be withdrawn and/or varied with notice and therefore prices quoted are subject to change. Price changes may occur by reason of matters outside the control of BCT and may result in the increase of the cost of the product or service. Such factors may include but are not limited to government policy changes, currency fluctuations, TTP price increases and local taxes. Participants may contact BCT for pricing updates. BCT will notify Participants of any changes to the pricing before a final bill is issued.

2. Refunds, Changes and Cancellation Fees: Participants must notify BCT in writing of any cancellation(s) or changes to bookings. Please note that the cancellation policies outlined below take into consideration the costs BCT incurs long before travellers ever depart for their tour. Cancellation fees and conditions shall apply as follows:

- If Participant(s) need to cancel a confirmed booking (ie. a booking for which a non-refundable deposit has been paid), for whatever reason, the cancellation will be affected upon receipt of written notification. The following cancellation charges will be applied:
 - More than 6 months before start date of tour – non-refundable deposit forfeited only
 - More than 4 months before the start date but less than 6 months- non-refundable deposit and first payment forfeited (if applicable)
 - Less than 4 months –total tour cost forfeited

- Any changes made to international bookings will incur an administration fee of €250 per change
- If cancelling outside of 4 months prior to departure, the cancellation fee may be applied towards a future BCT reservation as a Travel Credit. This Travel Credit is non-transferrable, non-refundable, and only valid for travel within one year of cancellation. Once a Travel Credit has been applied to a trip it is considered non-refundable.

Participant(s) must ensure they have comprehensive travel insurance from the time of the booking until the completion of the Tour to cover unforeseen cancellations and changes.

In the event that the tour is cancelled by BCT, we will make every effort to notify you at least 5 weeks prior to the start date of the tour and place you on a suitable and acceptable alternative tour. If the alternative is unsuitable all monies paid will be refunded with the exception of the initial non-refundable deposit which will be forfeited.

3. Payments: All payments made to BCT for bookings must be made by Bank Transfer. Bookings are not final until the correct deposit has been received in Euros. All subsequent payments are to be made in accordance with the schedule as shown on the Invoice.

Please note that the above prices are not final and may be subject to change in exceptional circumstances. (Refer to Section 1.)

4. Travel Insurance: Travel insurance is compulsory for all participants on a BCT Tour. The following documents will be required in order to ensure participation:

- It is participants responsibility to ensure that Travel Insurance covers cycling as a listed activity and includes, but is not limited to, medical and emergency evacuation
- A medical certificate signed by your Doctor confirming physical eligibility to participate in the cycling tour is required 4 months prior to the start date of the tour.
- Comprehensive Travel Insurance document covering the period of the cycling tour. Please ensure that this includes but is not limited to all medical and emergency evacuation expenses. Required 4 months prior to Tour.

5. International Third-Party Providers (ITPP): BCT engages the services of ITPP for travel and other services including but not limited to accommodation, dining and recreational activities.

Where the services provided form part of the tour package provided by BCT, BCT is responsible for ensuring that ITPP's provide the requisite services in accordance with BCT's own T&C.

Where the services provided do not form part of the tour package provided by BCT (ie. if BCT assists in booking an additional service that is not part of the tour package), BCT does not accept any responsibility for the actions of any ITPP, nor does it give any warranty or representation regarding the provision or standard of the services being provided by the ITPP. Any bookings made by BCT on your behalf are subject to the T&C imposed by the ITPP. Any recourse you may have regarding the provision, failure or otherwise by the ITPP lies against the ITPP and not BCT in circumstances where the services do not form part of the tour package provided by BCT.

6. Liability: Please note that the following with regard to liability

- BCT cannot accept any responsibility for any loss or damage to participants luggage or personal property, nor for any other loss, damage, inconvenience, delay, illness, fatality or other injury suffered by you as a result of making a reservation and participating in the tour.
- The acts, omissions or defaults, whether negligent or otherwise of any ITPP whose services do not form part of the tour package provided by BCT.
- Any injury, damage or loss (including consequential loss), delay, additional expense caused directly or indirectly by Force Majeure or any other event that is beyond the control of BCT.

7. Special requirements: Please note that it is the participants responsibility to ensure that they have valid passports, visas and re-entry permits. Any fines, penalties, payments or expenditure incurred as a result of such documents not meeting the requirements of each relevant jurisdiction will be the participants sole responsibility.

8. Travel Advice: Please contact your countries Department of Foreign Affairs or visit their website for travel advice.

9. Health and Fitness: Please ensure that participants notify BCT of any previous or persisting injuries/conditions that may be relevant to their participation in the tour. In addition, all participants are responsible for their own health requirements or prescription medications for the duration of the tour and must ensure that they carry authorisation for such medication as well as vaccination documentation where necessary.

In order to participate on a cycle tour with BCT the following documentation is required:

- Doctor's certificate confirming general health and fitness and describing any relevant allergies, health conditions or injuries that may be relevant to their participation in the tour. Participants must be in good health and physical condition for this tour. Documentation is required 4 months prior to tour start.

10. Guides: The term guides refers to any individual nominated by BCT to lead or supervise any aspect of the cycle tour. A guide may in their absolute discretion, exclude you from participation in any aspect of the tour on the basis of their objective belief that:

- Participants should not participate based on health, fitness or other reasonable concerns
- Participants have or are suspected of having committed an illegal act
- The guide forms the view that the participant/s behaviour is causing or is likely to cause danger, distress or annoyance to themselves or others.

In which case the participant/s will be directed by the guide to discontinue with the tour. In this case you will not be entitled to any refund for monies paid. A guide may at their discretion, at any time, change, abridge, lengthen or cancel any part or aspect of the tour for reasons including but not limited to, the participant/s safety, travel delays or weather considerations. BCT may also at any time and with notice to the participant/s, replace or add a guide leading the tour.

11. Privacy Policy: BCT is committed to protecting all participant/s personal information and will therefore keep all documentation securely stored. No personal information will be given to third parties or those outside of BCT without the participant/s permission.

12. Miscellaneous:

- While BCT makes every effort to ensure the accuracy of our publications, we cannot be held responsible for typographical or printing errors, including prices
- BCT recognizes that some guests may have severe food allergies. We make every effort to ensure that our suppliers are notified and prepared, but cannot guarantee that all requests will be accommodated.
- Additionally, guests grant BCT permission to take photographs or film recordings of trips for promotional and commercial use, without remuneration now or in the future. The guest agrees to assign all right, title, and interest they may have in or to any media in which their name or likeness might be used to BCT. Guests agree that BCT may use any testimonials regarding services rendered for promotional and/or commercial purposes without any remuneration now or in the future. BCT photography within this website is copyrighted by BCT and may not be reproduced without permission.

13. Acknowledgement of Risk(s): This acknowledgement of risk applies to the cycle tour that the participants are undertaking with BCT. Participation in this tour and any activities organised as part of the package by BCT is voluntary and as such the participants acknowledge that their participation in this tour and such activities may expose them to hazards and risks that could lead to injury, illness, disability, fatality or the loss of or

damage to property. Participants are responsible for minimizing risk to themselves and others. All participants will undertake the following:

- Participants only undertake activities within their recognised capabilities
- Participants are adequately prepared for each activity by accepting recommendations for water, food and equipment, which will be provided by BCT for the designated activity.
- Participants must notify BCT and or any guide if they are taking any medication (prescription or otherwise) or have any physical injuries, conditions (e.g.: food allergies, etc.), or limitations that might affect their participation in any activity
- Participants carry sufficient stock of any medications required medication (or Guides carry on Participants behalf)
- Participants must make every effort to remain with the rest of the party during each activity
- Participants must comply with all reasonable instructions given by BCT, guides or any ITTP providing services as part of the tour package
- Participants must comply with the directions given by BCT, guides or any ITTP providing services as part of the tour package in the event of an emergency
- Participants must immediately notify BCT, guides or any ITTP providing services as part of the tour package in the event they become unwell
- Participants must not share or accept any medication with or from another tour group member
- Participant(s) abide by the following:
 - Understand a road less travelled means that access to medical facilities and evacuation services may be limited.
 - Understand the weather is out of BCT's control.
 - Will always wear a helmet when riding.
 - Will not wear headphones when riding.
 - Will consume alcohol responsibly.
 - Will be responsible for all and any damages made to a hotel room.
 - Will not use my cell phone while riding a bike.

14. Release and discharge from all claims: To the extent permitted by law participants accept the inherent dangers and risks associated with participating in a BCT Tour and release BCT from any and all action, suits, proceedings, claims, demands, costs, losses, damages and expenses, including but not limited to personal injury and/or death, property damage, loss of services, loss of profits, consequential loss, exemplary, indirect and or punitive damages or otherwise as they arise.

Upon signing this document, it is our understanding that:

- Participants have read and understood all of the above terms and conditions and taken into consideration the associated risks.
- Participants acknowledge that they will take responsibility for their own actions
- By each participant (s) completing and returning the Booking Form that participants are bound by the BCT T&C.

- The following will form part of the Terms and Conditions and are listed below:
 - Proposed Itinerary (This may be subject to ongoing changes)
 - Completed and signed BCT Booking Form by each participant
 - Signed copy of BCT T&C's
 - BCT Invoice – Payment method and terms on invoice

I/We agree to the Terms and Conditions stated above by Breakaway Cycle Tours and are bound by them

Signature

Date
