

## Booking Terms and Conditions

Velusso ("we", "us", "our") is the trading name of Velusso Limited whose registered office is at 68 Lewes Road, Ditchling, Hassocks, BN6 8TY, UK.

All bookings for travel provided by Velusso are subject to these Terms and Conditions. By booking and paying a deposit you confirm that you are over the age of 18 and have read, understood and accept these Terms and Conditions in their entirety.

All references in these Terms and Conditions to "holiday", "booking", "contract", "trip" or "arrangements" mean such travel arrangements.

References to 'you' and 'the client' mean all persons named on the booking (including anyone who is added or substituted at a later date), or any of them as applicable.

References to "departure" mean the start date of the travel arrangements.

These booking conditions are correct as of 1<sup>st</sup> December 2018. We reserve the right to amend these booking conditions at any time prior to accepting your booking and your booking will be subject to the booking conditions appearing on our website at [www.velusso.co.uk](http://www.velusso.co.uk) as at the date.

### 1. Price

The prices quoted on our website and in our brochure are based on an annually set exchange rate. We reserve the right to make changes to and/or correct errors in advertised prices at any time before your booking is confirmed. We will advise you of any change or correction of which we are aware and of the then applicable price at the time of booking. After confirmation, we offer a no surcharge guarantee. Once the price has been confirmed at the time of booking, we guarantee it will not be increased unless you make any changes to your booking.

Please note that special offers, discounts and other deals which may become available after your booking has been confirmed cannot be applied retrospectively.

Please note, changes and errors occasionally occur. You must check the price at the time of booking.

We reserve the right before you make your booking to alter the prices of any of the trips or events which are shown on the website or in our brochure. Once you have booked and paid your deposit, the price shown on your booking confirmation is the guaranteed price unless there has been an obvious and manifest error. All advertised prices are inclusive of VAT.

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## 2. Payment

You must pay for your trip in full at least 60 days prior to your departure date. If you fail to pay for your trip in full 60 days prior to your departure date, we reserve the right to cancel your booking and your deposit will be forfeited.

Please note all deposit payments (or full balances if booking within 60 days of the departure) must be made by either credit or debit card at the time of booking, we accept Visa, Master Card, or American Express. Balance payments can be made online through our payment merchant, by electronic bank transfer and debit / credit card or over the telephone. We do not accept personal cheques.

## 3. Amendments by you

All amendments to bookings must be requested in writing by email to [bookings@velusso.co.uk](mailto:bookings@velusso.co.uk). If we are able to accept the change we will charge an amendment fee of £50 per person per occasion a change is made. Amendment may result in the recalculation of the trip price and the loss of previously applicable discounts or other special offers if the amendment means the conditions applicable to the previous calculation or a discount or other offer are no longer met (for example, because the number travelling has fallen below the minimum required) or the basis on which the price was calculated has changed (for example, because only one person is occupying a twin or double room). Changes made within 60 days of the departure and any change of travel dates will be treated as a cancellation of the original arrangements by you and cancellation charges may apply as shown in clause 4. However, if the change is to increase the number of persons booked (without any other change) no amendment fee or cancellation charges will apply (although you will of course have to pay any increase in the total trip cost).

Subject to your meeting the conditions set out in clause 4, no amendment fee or cancellation charges will apply for a name change where the travel arrangements otherwise remain exactly as originally booked.

## 4. Cancellation by you

Cancellation will take effect only when written notification from the first named person on the booking is received by us. This can be sent by emailing us at [bookings@velusso.co.uk](mailto:bookings@velusso.co.uk). Once we receive your cancellation notice we will follow up with an email confirming your cancellation. Your cancellation will take effect from the date that you receive our email confirming your cancellation. In all cases of cancellation, the deposit and any amendment charges will be forfeited.

In the event that you cancel your booking, the following cancellation charges will apply (the charges are expressed as a percentage of your total booking price):

- more than 60 days prior to departure: your deposit;
- between 60 and 31 days prior to departure: 50% of the booking fee;
- 30 to 0 days prior to departure: 100% of the booking fee.

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If you are unable to go for any reason or decide that you do not want to take the trip, you may transfer the whole booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us providing you meet the following requirements: -

- (a) You must provide us with full details of who cannot or does not want to go on the trip and who you would like to go instead. We must receive this information from you as applicable at least 14 days before the departure.
- (b) Please see clause 4 for details of any amendment fees and other charges/costs which may be payable. Any part of the booking not transferred and/or subsequently cancelled will be subject to cancellation charges as detailed above.
- (c) Everyone who goes on the trip in place of anyone who was originally due to travel must agree to these Terms and Conditions and any other requirements which apply to the trip before the change can be finalised. If the full price should have been paid when the change is requested but hasn't been, this must also be paid before the change can be finalised.
- (d) You are entitled to transfer your deposit towards another trip only if you inform us at least 60 days prior to your departure date. Your deposit will then be transferable for one calendar year from your payment date. Please note that the deposits are not refundable and can be transferred to another departure only once. A £50 administration fee will be applied.

## 5. Alteration/Cancellation by Velusso

Arrangements for the trip featured on our website and in our brochure are made many months in advance. Occasionally, we have to make changes to and correct errors in website, brochure and/or other details before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. In no case will we cancel your confirmed holiday less than 12 weeks before departure except where we are forced to do so as a result of an event or circumstances beyond our control or failure on your part to comply with any requirement of these Terms and Conditions entitling us to cancel (such as paying on time).

Most changes are minor. Occasionally, we have to make a significant change. A significant change is a change made before departure which, taking account of the information you give us at the time of booking and which we can reasonably be expected to know, we can reasonably expect will have a major effect on your trip. A minor change is any other change. The following change to your confirmed trip when made before departure is an example of a significant change; a change of accommodation for the whole or a substantial proportion of your holiday. If we have to make a significant change or cancel, we will advise you as soon as we reasonably can and give you the choice of the following options if there is time to do so before departure: (a) (for significant changes) accepting the changed arrangements or (b) purchasing an alternative trip from us, of a similar standard as originally booked if available (if the alternative we specifically offer you is less expensive, you will receive a refund or price reduction but if it is more expensive, you will not be asked to pay any more, if you wish to purchase a trip other than the one we specifically offer you, you will have to

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pay the applicable price) or (c) cancelling or accepting the cancellation in which case you will receive a prompt and full refund of all monies paid to us.

No compensation will be payable and the above mentioned options will not be available if we cancel as a result of your failure to comply with any requirement of these Terms and Conditions entitling us to cancel (such as paying on time) or if the change made is a minor one. We will not be liable for any flight or insurance costs you have incurred.

We will use our best endeavours to ensure that the itinerary of your trip does not have to be altered. However, if an event outside of our control as a result of 'force majeure' occurs, we may not be able to follow our advertised itineraries or schedules. If any additional expenses are incurred through delay, accident or disruptions of planned itineraries due to 'force majeure' we cannot compensate you for such expenses.

## 6. Insurance

You must have travel insurance which provides cover that is suitable and adequate for your specific requirements. We will not be responsible for meeting any sums which would have been covered by such travel insurance. You will further be responsible for paying to and indemnifying us for any such sums which we meet on your behalf. Please read your policy details carefully and take them on holiday with you. It is your responsibility to ensure that the insurance cover you purchase is adequate for your particular needs. Please note most travel insurance policies do not cover activities which the insurers consider to be hazardous. If you intend to take part in any such activities, you must obtain appropriate specialist insurance cover. We do not check insurance policies.

## 7. Bikes

If you bring and ride your own bike on your trip, you hereby confirm and acknowledge that: it shall be suitable for your trip, well maintained and in good condition; and you shall be solely responsible for assembling, repairing and maintaining your bike during your trip.

It is possible for us to arrange bike hire for you for use on your trip. Such is subject to availability and your specific requirements. If you rent a bike from us during your trip, we hereby confirm and acknowledge that: it shall be suitable for your trip, well maintained and in good condition; and we shall be solely responsible for assembling, repairing and maintaining your rented bike during your trip and you agree that you shall not attempt to assemble, repair or maintain your rented bike during your trip.

## 8. Transport

As a standard, transportation from and to an airport is not included in the holiday package. For trips that include transportation, airport or station transfer details and schedules will be defined.

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If you are transporting your bike in a hard case, a £90 handling fee will be applied. This fee is not included in the price of your trip and will have to be paid prior to departure, if applicable.

## 9. Force Majeure

Except where otherwise expressly stated in these Terms and Conditions, we regret we cannot accept liability or pay compensation where the performance or prompt performance of our obligations under our contract with you is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature as a result of 'force majeure'. In these Terms and Conditions 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events are likely to include (whether actual or threatened) war, civil unrest, riot, industrial dispute, terrorist activity, natural or nuclear disaster, chemical or biological contaminations, or collapse of buildings, fire, flood, drought, earthquake, epidemic or pandemic, technical problems with transport, adverse weather conditions, volcanic eruption, airport, port or airspace closure, restriction or congestion, flight restrictions imposed by any regulatory authority or other third party and all other events outside our or the supplier's control. Force majeure also includes the UK Foreign Office advising against all travel or all but essential travel to any destination, region or country.

## 10. Damage by and behaviour of the client

Velusso and its employees shall be entitled to recover from you the cost (reasonably estimated if not precisely known) of any damage or loss caused by you either during or after your trip. If the actual cost of any damage or loss is less than the amount paid by you at the time where only an estimate could be given, the difference will be refunded. Any extra must be paid if the actual cost turns out to be more than was paid at the time. You agree to behave reasonably and not to disrupt the enjoyment of others on holiday with you or prejudice Velusso's reputation with its accommodation or other suppliers. We reserve the right to immediately terminate the holiday of any client whose behaviour, in our reasonable opinion or in the reasonable opinion of any other person in authority, causes or is likely to cause distress, danger or significant annoyance to other clients, employees or to any third party or damage to property. In the event of such termination, our responsibility for the client concerned immediately ceases and we will have no further contractual obligations towards that person including return travel arrangements. We shall further be under no liability to make any refunds or meet any costs or expenses incurred by you as a result or pay any compensation.

## 11. Waiver

By booking your trip, you: acknowledge that you have received and read all guidance provided by us in relation to your trip; accept that any guidance given by us as regards climate, clothing, special equipment, topography etc is done so in good faith, but accept that we cannot confirm its accuracy or completeness; acknowledge that it is your responsibility to wear protective headgear rated to a minimum of EN 1078 when

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participating in all cycling activities, acknowledge that it is your responsibility to arrange insurance to cover you during your trip; confirm that you are aware of the physically strenuous nature of our trips and accept the risks and hazards of our trips, including the dangers inherent in cycling either on the road or off the road and any risks that result from (amongst other things) adverse weather conditions and the variable condition of roads and/or tracks; accept that: (a) whilst we may refer you to external activity operators during your trip, we have not done any due diligence on these external activity operators and do not provide any guarantee as to the services they provide; and (b) we shall not be liable for the acts or omissions of external activity operators and you participate in all activities organised by any such third parties on their terms and conditions and at your own risk. Confirm that you are sufficiently fit and healthy to complete your trip and are aware of no medical reason or condition which would prohibit you from completing your trip; accept the potential for (amongst other things) delays, alterations, loss of or damage to property, inconvenience and discomfort; and accept that subject to clause 11, you participate in your trip, and cycle, at your own risk.

## 12. Liability of Velusso

We promise to make sure that the travel arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these Terms and Conditions, we will accept responsibility if, for example, you suffer death or personal injury.

Please note it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for suppliers).

We will not be responsible for any injury, illness, death, loss (for example loss of possessions or loss of enjoyment), damage, expense, cost or other sum or claim of any nature or description whatsoever which results from any of the following:- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or the act(s) and/or omission(s) of a third party not connected with the provision of your holiday and which were unforeseeable or unavoidable or 'force majeure' as defined in clause 8 above

Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example (without limit), (i) any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised on our website or in our brochure as forming part of your trip and we have not agreed to arrange them as part of our contract and (ii) any additional activity or excursion you purchase whilst on the trip.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money) on any basis, the maximum amount we will have to pay you is £1000 per person. Any payment is subject to your producing appropriate proof of the contents and

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value of the luggage or personal possessions concerned and demonstrating that you have taken proper care of your property.

## 13. Complaints

Should you have a problem or complaint at any time during your trip, you must report it immediately to the Velusso representative, if applicable, the supplier of any other services concerned who will endeavour to put things right quickly. Any complaint which is notified verbally must also be put in writing as soon as possible during your trip. If you remain dissatisfied, please email Customer Services at [customerservices@velusso.co.uk](mailto:customerservices@velusso.co.uk)

Alternatively, you can write to us at: Velusso Limited, 68 Lewes Road, Ditchling, Hassocks, East Sussex, BN6 8TY, UK.

In either case, you must do so within 28 days of your return, giving your booking reference and all relevant information. Please include your e-mail address and daytime and evening telephone numbers (if you are happy for us to contact you in this way) as this will enable us to respond to you more quickly. If you are not satisfied with our response we must be informed within another 28 days from the date of our correspondence. If you fail to follow this simple complaints procedure, your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result.

## 14. Jurisdiction

We both agree that English law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us ("claim") except as set out below. We both also agree that any claim (and whether or not involving any personal injury) must be dealt with by the Courts of England and Wales only unless you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any claim governed by the law of Scotland/ Northern Ireland as applicable (but if you do not so choose, English law will apply).

## 15. Data protection and Photography

Please refer to our privacy policy for full details of how we process personal information in connection with your booking and generally. By making a booking you are deemed to have accepted our privacy policy, which forms part of the contract between us. It is possible that while you are on holiday, photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. No clients will be identified by name. You are taken to have agreed to your image being included in any photography or video.

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