

Address for Correspondence

Name:

Address:

Postcode:

Country:

Home telephone:

Mobile telephone:

Email:

Tour (please tick your preferred tour)

- | | |
|--|--|
| <input type="checkbox"/> North Cornwall Tour - 3 days, 2 nights. £190 | <input type="checkbox"/> West Cornwall Tour - 5 days, 4 nights. £375 |
| <input type="checkbox"/> Penwith Tour - 3 days, 2 nights. £210 | <input type="checkbox"/> The Cornish Tour - 6 days, 5 nights. £465 |
| <input type="checkbox"/> Penwith Tour - 4 days, 3 nights. £290 | <input type="checkbox"/> Coast to Coast Tour - 7 days, 6 nights. £525 |
| <input type="checkbox"/> The Cornish Tour - 4 days, 3 nights. £300 | <input type="checkbox"/> South Coast Tour - 7 days, 6 nights. £525 |
| <input type="checkbox"/> Coast to Coast Tour - 5 days, 4 nights. £370 | <input type="checkbox"/> The Cornish Tour - 8 days, 7 nights. £590 |

Preferred Start Date:

Party Details

| Name | Gender M / F | Age | Cycle Hire Required | | Height (only if cycle hire required) |
|----------------------|----------------------|----------------------|--------------------------|--------------------------|---|
| | | | Yes | No | |
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/> |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="text"/> |

Accommodation (please specify the number of rooms required)

Double: Twin: Single:

Payment (please tick where appropriate)

- I enclose a deposit of one third of the cost of the tour for each member of the party.
- The full amount of the holiday if within 4 weeks of departure.
-
- Cheque payment: Please make cheques payable to 'Cornish Cycle Tours'.

Card payment

Visa Visa Electron MasterCard Solo JCB Amex UK Maestro

Name on card: Card start date: /

Card number: Card expiry date: /

Billing address:

I confirm I have read and agree to the terms and conditions overleaf.

Signature: _____ Date: _____

CORNISH CYCLE TOURS
BOOKING TERMS AND CONDITIONS

These terms and conditions apply to all Bookings made between us. Please read them carefully before making a Booking with us.

1. Definitions and Interpretation

In these terms and conditions the following words shall have the following meanings:

| | |
|----------------------------|---|
| Booking | the reservation made by you or any person on your behalf for a Tour arranged by us. |
| Booking Form | the form downloaded from our website which is filled out by you indicating your choice of Tour. |
| Confirmation Letter | the letter sent by us to you in accordance with clause 2.2. |
| Deposit | the deposit payable on submitting a Booking Form in accordance with clause 6.2. |
| Ferry | the ferry crossing the river at St Mawes. |
| Force Majeure | any circumstances which are unusual and/or unforeseeable which are beyond our control, the consequence of which could not have been avoided even if all due care had been exercised, including (but not limited to) war or threat of war; riot; civil strife; hostilities; political unrest; government action; industrial dispute; natural or other disaster; nuclear incident; terrorist activity; weather conditions; closure of airports; fire; flood or drought. |
| Tour | the self-guided tour that you have booked as detailed on our website. |

2. Bookings

- 2.1 A Booking is made by you by submitting your completed Booking Form to us along with your Deposit.
- 2.2 Upon acceptance by us of your completed Booking Form a binding contract is formed between us on the terms and conditions set out below. We will then confirm your Booking by issuing a Confirmation Letter to you in respect of the same. The Confirmation Letter will detail your planned accommodation for your Tour and includes your invoice for the balance of the payment due.
- 2.2 We reserve the right not to accept or fulfil a Booking.
- 2.3 All Bookings are subject to availability.
- 2.4 When a Booking is made by one person on behalf of another person or other people (as the case may be), the person making the Booking confirms to us that he or she has the authority to make such Booking on behalf of the other person(s) (as the case may be).

3. What we provide

- 3.1 We will arrange the itinerary for your chosen Tour and will:
 - (a) arrange your accommodation (to be confirmed at the time you place your Booking);
 - (b) transfer your luggage each day to your next stop over point;
 - (c) provide you with detailed maps of your Tour route;
 - (d) subject to availability and to clause 3.2, arrange free transport to and from Newquay airport (excluding West Cornwall Tour and Penwith Tour) or selected railway stations (Penzance for West Cornwall Tour and Penwith Tour; Bodmin Parkway for all other tours) at the beginning and end of your Tour at no additional charge ; and
 - (e) arrange for repairs to be made or a replacement hire cycle to be provided (as appropriate) in the event of an emergency. If the repair to be carried out is a repair to your own cycle, or if you need to hire a cycle from us to replace your own cycle, then an additional charge will be made in respect of any such repair and cycle hire will be charged in accordance with clause 4 below.
- 3.2 If your transport in accordance with clause 3.1 (d) above or your route during your Tour necessitates use of the Ferry, this will be included in the price that you pay. If the Ferry is not running for any reason you will be provided with alternative transport which will be included in the price that you pay. If, however, the Ferry is running and you miss the last Ferry to operate on any given day due to your late arrival we will organise public transport for you to your destination at your own cost.

4. Cycles

- 4.1 You may bring your own cycle on the Tour or hire a cycle through us at a rate of £10 per cycle per day.
- 4.2 If you wish to bring your own cycle we recommend that it is a hybrid touring cycle although road cycles may be suitable. If you are in any doubt, please contact us for advice.

5. Your responsibilities

- 5.1 You are responsible for ensuring that you are physically fit enough to undertake the Tour you have booked. We do not accept any responsibility for your failure to complete your Tour due to lack of fitness, illness or injury.
- 5.2 You accept that cycling on a public highway or cycle route carries its own risks and you have made your Booking on the basis that you undertake the Tour at your own risk. Whilst it is not compulsory, we do advise the wearing of cycle helmets at all times.
- 5.3 You will ride your cycle responsibly at all times.
- 5.4 You will ensure that you have suitable insurance cover at all times during your Tour.

6. Price and Payment

- 6.1 In consideration of our arranging your Tour in accordance with these terms and conditions you will pay us the price per person set out in the Booking Form for the Tour of your choice.
- 6.2 Upon placing your Booking a deposit is payable to us of one third of the total price of the Booking for each person participating in the Tour. No Bookings will be confirmed until such deposit is received by us.

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6. Price and Payment [continued]

- 6.3 The balance of the price shall become due and payable in full no later than 4 weeks prior to the departure of your Tour.
- 6.4 The price per person set out on the Booking Form is based on two people sharing one room at overnight stops. A single person supplement shall apply to all Bookings that relate to one person only.
- 6.5 Payment will be accepted by us by cheque (made payable to 'Cornish Cycle Tours'), by Visa, Visa Electron, MasterCard, Solo, JCB, Amex and UK Maestro, or by electronic bank transfer to the details set out in the Confirmation Letter.
- 6.6 The prices on the Booking Form on our website are correct at time of website publication, however, we reserve the right to raise or lower our prices at any time.

7. Cancellation

- 7.1 You may cancel your Booking at any time by sending us notice to us at our offices to that effect. However, we may incur costs in cancelling your Tour and reserve the right to charge the cancellation fees set out below:

Booking cancellation charges

| Cancellation Notice Period | % of total booking price* |
|-----------------------------------|----------------------------------|
| More than 56 days | Loss of Deposit |
| 29-56 days | 50% |
| 15-28 days | 60% |
| 7-14 days | 90% |
| Less than 7 days | 100% |

8. Alterations

- 8.1 If you wish to make any changes to your Booking once it has been confirmed we will charge you an administration fee of £25.00 to cover the costs incurred by us in making the alterations along with any cancellation charges incurred by us in respect of cancelled accommodation and/or cycle hire and any additional charges arising as a result of the alteration.
- 8.2 In the event that we need to make any changes to your Tour once your Booking has been confirmed by us we will notify you of such changes in writing at the earliest possible time notifying you of any subsequent alteration in the price that you have to pay us.
- 8.3 Any increase in the price as a result of any alteration to your Tour will be payable by you to us prior to the start of your Tour.
- 8.4 Subject to the above charges, if there is any balance due to you after any alteration has been made, then we will refund it to you.

9. Our Liability To You

- 9.1 We accept responsibility for death, personal injury and direct loss suffered by you which you can demonstrate was caused by our negligence up to the limit set out in clause 9.3 below.
- 9.2 We will not be liable to you where any alleged loss or damage results from:
- (a) any of your own actions or omissions or those of any member of your party;
 - (b) the action or omission of a third party not connected with the provision of your Tour; or
 - (c) an event or circumstances which we could not have predicted or avoided even after taking all reasonable care;
 - (d) an action or omission on the part of any accommodation provider or cycle hirer; or
 - (e) where any loss or damage is considered to be indirect or consequential loss.
- 9.3 Except in respect of death and personal injury, in respect of which no limit of liability shall apply, our total liability to you under this contract between us shall be limited to the total cost of your Booking.
- 9.4 We shall have no liability to you if we are unable to fulfill a Booking due to an event of Force Majeure.

10. Data Protection

- 10.1 Except where expressly permitted under the Data Protection Act 1998, we will only use your personal details in connection with your Booking arrangements, unless you agree otherwise.
- 10.2 We will keep your personal details secure in accordance with our obligations under the Data Protection Act 1998.

11. General

- 11.1 These terms and conditions constitute the entire agreement between us, and supersede any previous agreement or understanding and may not be varied except in writing between us. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 11.2 Any notice required or permitted to be given by either of us to the other under these terms and conditions shall be in writing.
- 11.3 No failure or delay by either of us in exercising any of its rights under these terms and conditions shall be deemed to be a waiver of that right, and no waiver by either of us of any breach of these terms and conditions by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4 If any provision of these terms and conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.
- 11.5 Except as otherwise expressly provided herein, nothing in these terms and conditions confers or purports to confer on any third party any benefit or any right to enforce any of these terms or conditions pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 11.6 These terms and conditions shall be governed by English law, and both of us hereby agree to submit to the exclusive jurisdiction of the English courts.