

The Bicycle Moaning Collective: Terms & Conditions

Acknowledgement of Risk & Insurance Requirements

I understand that cycling on the road involves risks from either Tours, other road users, the weather and the road surface. As with any physical activity, the risk of injury is always present and cannot be entirely eliminated.

I confirm that I am aware that during the Tour that I will be cycling on open, public roads. This carries with it, especially in mountainous areas, the risk of personal injury or even death. I confirm that by signing this Acknowledgement that I am aware of and accept this risk, and that I take responsibility for my involvement and actions during the Tour.

During the Tour I will listen and adhere to the instructions of the Tour Director and the Road Captains if I experience any pain or discomfort during the Tour such that I am concerned at my ability to complete the Tour, I will inform the Tour Director and/or Tour Captains. Similarly, if the Tour Director believes that it is detrimental to Yourself or the group for You to continue I acknowledge that they can instruct me to cease riding.

I confirm that I am aware that the Tour includes strenuous activity, and that I am sufficiently fit to undertake this tour, and are not suffering from any health problems which may preclude from, or be aggravated by, such activity. The Bicycle Moaning Collective strongly recommends that advice be sought from a qualified medical practitioner if You have any doubts or concerns about Your health or fitness.

I confirm that I have or will inform the Tour Director of any medical conditions present now or as they arise that may limit my ability to complete the Tour. If I have any doubts as to my medical condition and my ability to cycle, I will seek advice from my doctor before the Tour.

I confirm that I have read the advice provided, have participated in training Tours, have the necessary personal travel insurance and that my bicycle is in good order before commencing the Tour. I acknowledge that the Bicycle Moaning Collective has advised that I take out adequate insurance cover.

If I have any questions or concerns during the Tour I will ask for help and support from the Tour Director.

Signed:

Date:



Terms & Conditions

Introduction

The Bicycle Moaning Collective Ltd arranges and provides road cycling tours, including overnight accommodation (if the itinerary requires), to customers, upon the following terms and conditions.

Where the Tour comprises a package holiday, within the meaning of the Package Travel Regulations 1992, Your attention is drawn to the provisions of our Terms and Conditions, regarding:

- general information regarding the requirement for a valid passport;
- any necessary visas and procedure and timescale to obtain them;
- any health requirements for the journey and the stay;
- the measure taken by the Tour Company to keep secure the money which You pay for the Tour;

Definitions

These definitions apply unless the context of the Agreement requires a different interpretation:

- "Booking" means any placing of a request by You, in person, in writing, or by telephone, for You (or someone else) to be included in a Tour, either direct to The Bicycle Moaning Collective or through any authorised agent, together with full, cleared deposit for the tour, as advertised.
- "Confirmation" means confirmation, by the Bicycle Moaning Collective, of a Booking for a tour or an excursion and "confirmed" shall be construed accordingly.
- "Package Holiday" means a package holiday within the meaning of the Package Travel Regulations 1992.
- "Ticket" includes an electronically generated ticket.
- "Tour" includes any trip or tour advertised from time to time, with itinerary and price, to be arranged by The Bicycle Moaning Collective, as described on its Website: www.thebicyclemoaningcollective.co.uk
- "Writing" includes electronic writing.
- "You" and "Your" means the Client which may include any person over the age of 18 years or any minor accompanied by such a person.



The terms of this Agreement are:

1 Booking Tours

1.1 In order for You to come on a tour arranged by us, You must make a Booking. This is done by paying a deposit, the amount of which varies by tour, but will be a minimum of £100. It is Your responsibility to ensure that the Booking and the Tour are suitable for Your requirements and capacity (including Your physical and medical state and any disability from which You may suffer), in every respect.

1.2 Provided that a place on the Tour booked is available and The Bicycle Moaning Collective is satisfied that there is no good reason to refuse the Booking, The Bicycle Moaning Collective will confirm the Booking in writing. You must then pay the balance of the advertised Tour price no later than 60 days before the tour start date. If Booking Your trip less than 60 days prior to the tour start date, the full balance is due at the time of Booking. At that point, and not before, the Booking is complete and a contract is then made for the provision of the Tour, unless as agreed in writing by the Bicycle Moaning Collective. This contract is made on the terms of these booking conditions, which are governed by English Law, and the jurisdiction of the English Courts.

1.3 If the balance of the advertised Tour price is not received in full 60 days prior to the Tour start date, The Bicycle Moaning Collective reserves the right to cancel Your Booking, and You will forfeit Your deposit in full and any costs incurred by the Bicycle Moaning Collective in organizing the Tou, including the £50 administration fee.

1.4 If, for whatever reason, a Booking is not confirmed, The Bicycle Moaning Collective will make a full refund of the Booking payment made by You, except where You cancel the confirmed booking, when You will forfeit Your deposit in full. The refund of any additional balance paid will be in accordance with paragraph 2.

1.5 As soon as practicable, after booking confirmation, You will be sent a Ticket for the Tour, either by The Bicycle Moaning Collective or its duly authorised agent.

1.6 Where the Tour constitutes a Package Holiday, the following provisions will be made available in advance no less than 30 days before departure and shall constitute part of the Booking terms and conditions:

1.6.1 the destinations and, where more than one, the time to be spent at each;

1.6.2 the means, characteristics and categories of transport with dates and times and points of departure and return; any intermediate stops and connections and where to go or stay to effect them;

1.6.3 where accommodation is included, the location, degree of comfort and main features (including categorisation in a member state of the EU);

1.6.4 what, if any meals are included in the Tour;



- 1.6.5 whether there is a minimum number of clients before the Tour is cancelled and the timetable for any such cancellation;
- 1.6.6 the itinerary;
- 1.6.7 the excursions and tours included in the price and any surcharges that might arise and their method of calculation;
- 1.6.8 the name and address of the organiser and any insurer, together with a local representative, whether associated with The Bicycle Moaning Collective or not;
- 1.6.9 the total price for the package holiday and any charges, taxes, dues not included;
- 1.6.10 the payment schedule and accepted methods of payment;
- 1.6.11 the need to agree any special requirements with The Bicycle Moaning Collective;
- 1.6.12 the ways and means and timetable for making a complaint.

Important: for clarity, a holiday package is classed as containing 2 out of 3 elements: transport to the destination; accommodation in the destination; transfers between the hotels used or from the likes of an airport to the hotel. If You book a hotel only, without flights or airport transfers or coaches between hotels (as part of a multi-day tour), this is not a holiday package, and therefore not covered by EU consumer financial protection legislation.

1.7 When making a group booking You guarantee that You have the authority to accept and do accept on behalf of Your party the terms of these booking conditions.

1.8 Items which may be included in Your holiday (please check Your itinerary to see what is included within Your actual travel arrangements, as these vary from trip to trip and will be clearly defined in the itinerary).

- Return flights as appropriate, from the chosen departure point to the stated destination, and airport/port taxes and security charges (as at the time of booking) – details as shown in each tour itinerary.
- Cross channel ferries/channel tunnel as appropriate, from the chosen departure point to the stated destination, and airport/port taxes and security charges (as at the time of booking) – details as shown in each tour itinerary.
- Train travel/Eurostar as appropriate, from the chosen departure point to the stated destination, and airport/port taxes and security charges (as at the time of booking) – details as shown in each tour itinerary.
- Return airport transfers where applicable, as outlined on the website or in Your itinerary.
- Accommodation for the duration, in the hotel and on the meal basis stated or offered, including mandatory local taxes or in self-catering (as stated).



- International / domestic coach transport as specified.
- V.A.T. on all holidays to the E.U.

1.9 Items not included in Your holiday unless stated (not exhaustive)

- Travel insurance. It is strongly recommended that You take out some form of insurance with all our UK and foreign inclusive tours.
- Insurance cover for any of Your possessions, including without limitation sports equipment and bicycles.
- Any flight, meal, room or apartment supplements as details in the individual tour itinerary.
- Any other items listed as optional extras e.g. excursions.
- Any additional expenses incurred such as unforeseen travel or medical expenses which are not anticipated in the itinerary.
- Cost of visas and passports – where required

2 Cancellation and alteration

2.1 Any cancellation by You of a Booking must be made in writing to The Bicycle Moaning Collective or it's duly authorised agent and received at least 60 days prior to departure. Since we incur costs in cancelling Your travel arrangements, You will have to pay the applicable cancellation charges.

Note: Certain travel arrangements (e.g. airline tickets, train tickets, event entry fees golf green fees) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. If the number of persons booked changes, the holiday costs will be recalculated on the basis of the amended party size and You will need to pay any difference in the holiday price.

2.2 Subject to the following, provided that any cancellation is made in accordance with paragraph 2.1, the balance of any Booking payment still held by The Bicycle Moaning Collective will be refunded, less Your deposit paid.

2.3 Where cancellation of a Booking is made by You and is not in accordance with paragraph 2.1, the following cancellation charges will apply. The charges are expressed as a percentage of the total Tour price, less the deposit, which is non-refundable.

- Cancellation 60 to 30 days before the Tour start date: 50%
- Cancellation 29 to 0 days before the Tour start date: 100%

2.4 No refunds will be made in relation to the return part or any other unused part of a ticket.



2.5 If, after our confirmation has been issued, You wish to change Your travel arrangements in any way, for example Your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing. You will be asked to pay an administration charge of £50 per booking, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made and You should contact us as soon as possible.

Note: Certain travel arrangements (e.g. airline tickets, train tickets, event entry fees golf green fees) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements. If the number of people on a booking changes, the holiday price will be recalculated on the basis of the amended party size. Any resulting increase in the price per person is not a cancellation charge. Any excess money will be refunded to You, subject to the payment of an additional administration charge of £50.

2.6 Where an originally booked Tour is changed in accordance with paragraph 2.5 any discount applied to the price of the original Tour will no longer apply to the cost of any replacement Tour.

2.7 Whilst we try very hard to deliver the itinerary as specified at the time of booking, sometimes circumstances beyond our control may prevent us from providing the exact tour itinerary that is advertised and in such circumstances we do not assume liability for any loss of the advertised elements of the itinerary. All tours descriptions are advised by us in good faith and every care is taken to ensure their accuracy. However, since we include so much detail and since the tours are prepared many months in advance, there may be occasions when an advertised facility or entertainment is not available during Your own particular tour. Certain facilities e.g. swimming pools, require maintenance and sometimes have to be temporarily withdrawn from use for such work to be done. Outdoor activities, beach services and water sports for example may not operate for reasons such as unstable weather conditions or lack of support. Similarly, there may be occasions, especially during the low season, where certain advertised schedules, entertainment or amenities are changed, cancelled or curtailed. Further, the operation of certain amenities and facilities may be subject to local licensing laws or religious holiday. Government or local authority restrictions may also dictate that a hotel or apartment limits certain facilities e.g. air-conditioning or water supply, in the cause of conservation. Should any of these examples occur (or any other incidents of a similar nature), the Bicycle Moaning Collective will not be liable for any loss or damages occurring as a result. If we have to alter Your itinerary, travel or holiday arrangements, any change will be either major or minor. Although it is unlikely that we will have to make any changes to Your Tour, we reserve the right to do so due to the length of planning. The itineraries advertised for a Tour are provided as a statement of intention only, not as representations or guarantees that they will be carried out.

2.8 Where a change is a minor change, we will, if practical, advise You before departure, but we are not obliged to do so or to pay You compensation. A minor change is any change apart from a major change as defined here.

2.9 When a change is a major change (and a major change is either an alteration to Your Tour start or finish time by more than 24 hours, or a change in standard of accommodation), we will advise You as soon as is reasonably possible. You will then have the choice of:

2.9.1 accepting the change, taking an alternative holiday (and where this is of a different price, You or we will refund the difference as appropriate);



or

2.9.2 withdrawing from the contract and accepting a full refund of all monies paid.

2.10 In the unlikely event that we become unable to provide a significant proportion of Your trip after You depart, we will make alternative arrangements for You to continue the trip at no extra charge, or, if this is impossible, or You do not accept these alternative arrangements for a good reason, we will provide You with transport back to Your point of Tour departure.

2.11 Although unlikely it may be occasionally necessary for The Bicycle Moaning Collective to cancel a specific Tour. The Bicycle Moaning Collective reserves the right to do this for any reason up to 30 days prior to the Tour start date. In the event of cancellation, The Bicycle Moaning Collective will not be liable for any travel costs incurred by You. The Bicycle Moaning Collective does not recommend that any travel is booked before the Tour is confirmed.

2.12 We also reserve the right in any circumstances to cancel Your travel arrangements, for example, if the minimum number of clients required for a particular travel arrangement is not reached by the balance due date. Under booking is the situation in which the minimum number of bookings required to run a tour is not met. Unless stated otherwise, all The Bicycle Moaning Collective Tours require a minimum of 4 bookings to run.

2.13 If The Bicycle Moaning Collective has to cancel Your holiday before the date of departure, You will have the choice of:

2.13.1 taking an alternative holiday (and where this is of a different price You or we will refund the difference as appropriate);

or

2.13.2 accepting the full refund of all monies paid.

2.14 Where the Tour comprises a package holiday The Bicycle Moaning Collective complies with the Package Travel, Package Holidays and Package Tours Regulations 1992 (PTRs) by holding all monies paid in a trust account until the package holiday contract has been completed. This ensures that sufficient security is in place to be able to refund all monies in the unlikely event of our insolvency.

2.15 In addition, in appropriate cases, and where such cancellation is not due to under booking or force majeure as defined below, we will pay You compensation in accordance with the guidelines below.

- Cancellation 60 to 31 days before the Tour start date: £10
- Cancellation 30 to 16 days before the Tour start date: £10
- Cancellation 15 to 0 days before the Tour start date: £25

2.16 We reserve the right to alter the prices of any of the holidays shown on our website. You will be advised of the current price of the holiday that You wish to book before Your contract is confirmed. Changes in transportation costs, including the cost of fuel duties, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of Your travel arrangements may change after You have booked.



2.17 With current uncertainty (as at February 2019) regarding the final terms of Brexit and the resultant impact on travel in Europe we reserve the right to change or cancel any travel arrangements that cannot be fulfilled as a result of Brexit. Furthermore, we are not liable for any changes to travel terms and conditions put in place by transport operators, including ferry and train travel where they cite Brexit as the reason. All participants in a ride must ensure that they have the required permissions and insurances for the European Union. We are not able to provide advice on the requirements for travel in the European Union after the 29.03.19.

3 Your obligations

3.1 You must ensure that any medical or other attendance that You require is provided by You.

3.2 You agree that You will only commence the Tour if healthy and able to participate to the level required by the itinerary. In the event that the Bicycle Moaning Collective strongly advises You not to participate in a particular activity and the You proceed to participate in such activity contrary to the Bicycle Moaning Collective's advice, You do so entirely at Your own risk and the Bicycle Moaning Collective shall have no liability to the You in respect of any personal injury, loss or damage that You may suffer as a result of participating in such activity. The Bicycle Moaning Collective is not qualified to express an opinion confirming whether or not You are fit to participate in sports activities and You will be responsible for ensuring that You have the level of fitness required to participate in such activities. You shall not participate in the Tour if You are suffering from any serious medical condition, are pregnant, or have recently undergone surgery unless You have a certificate confirming Your fitness to participate in the Tour activities. You must not participate in the Tour if You are under the influence of alcohol or drugs.

3.2 You agree that You may be photographed in the course of the Tour for the purpose of The Bicycle Moaning Collective's future publicity and that any written comments You make about the Tour or The Bicycle Moaning Collective may be published by The Bicycle Moaning Collective.

3.3 You agree to abide by any reasonable directions (especially any given on account of health and safety), given by The Bicycle Moaning Collective's representatives in the course of the Tour.

3.4 You agree to behave in a reasonable and responsible manner and, in particular that You will do nothing which might endanger the health and safety of any person involved in the Tour or which might result in personal injury to any person or loss of or damage to property belonging to The Bicycle Moaning Collective, its representatives or other Clients.

3.5 If Your behavior at any of the hotels or venues that we use leads to damage or costs being levied by suppliers, we will seek redress and recoup these costs from You or direct the supplier to You to take action. This could include damage to property.

3.5 You agree that it is Your responsibility to carry any necessary valid passport or visa, necessary for the Tour and, in any event even for domestic tours, always to carry some official means of photographic identification, such as a valid driving licence.

3.6 Your specific passport and visa requirements, and other immigration requirements are Your responsibility and You should confirm these with the relevant Embassies and/or Consulates. We do not



accept any responsibility if You cannot travel because You have not complied with any passport, visa or immigration requirements.

3.7 You agree to inform us of any special requests at the time of booking. We will advise the relevant supplier of such requests but cannot guarantee that they will be met. Furthermore, The Bicycle Moaning Collective has no liability to You if such requirements are not met.

3.8 You agree to settle directly with the seller or provider, and prior to departure, any expenses accrued for goods and or services, over and above the items included as part of the Tour. Any expenses not settled before departure are payable on Your return home, and may be subject to an administration fee of £30.

4 Liability of The Bicycle Moaning Collective

4.1 When The Bicycle Moaning Collective supplies ancillary services, which include any services supplied by a third party, The Bicycle Moaning Collective does not give any warranty or guarantee as to their quality, fitness for purpose or otherwise but shall, where possible, assign to You the benefit of any warranty, guarantee or indemnity given by the person supplying those services to The Bicycle Moaning Collective.

4.2 The Bicycle Moaning Collective shall have no liability to You for any loss, damage, costs or expenses or other claims for compensation arising from any instructions supplied by You which are incomplete, incorrect, illegible, out of sequence or in the wrong order or form, or arising from Your late arrival, non-arrival or any other fault of Yours.

4.3 Except in respect of death or personal injury caused by the negligence of The Bicycle Moaning Collective, or as expressly provided in these Terms, The Bicycle Moaning Collective shall not be liable to You by reason of any innocent representation or any implied warranty, condition or other term, or any duty at common law, for any loss of profit, opportunity or any indirect, special or consequential loss, damage, costs, expenses or other claims (however caused) which arise out of or in connection with the provision of any Tour (including any delay or failure to provide it), so however that, the entire liability of The Bicycle Moaning Collective under or in connection with the tour contract shall be limited in maximum to the amount of the payments for the provision of the Tour in question.

4.4 The Bicycle Moaning Collective is not responsible for any act or omission of Yours which results in death, personal injury or loss of, or damage to property of any other client.

4.5 Our liability will also be limited in accordance with and/or in an identical manner to

(a) The contractual terms of the companies that provide the transportation for Your travel arrangements. These terms are incorporated into this contract; and

(b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of compensation that You can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.



Please Note: Under EU law (Regulation 261/2004) You have rights in some circumstances to refunds and/or compensation from Your airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicized at EU airports and will also be available from airlines. If Your airline does not comply with these rules You should complain to the Air Transport Users' Council on 020 7240 6061 www.auc.org.uk NB: this clause does not apply to any separate contracts that You may enter into for excursions or activities whilst on holiday.

4.6 The Bicycle Moaning Collective will not be liable where any failure in the performance of the contract is due to: You; or a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall. The Bicycle Moaning Collective will have no liability in respect of the death or personal injury of a Customer in so far as that death or personal injury was not caused by The Bicycle Moaning Collective's negligence or that of its employees or contractors, and it is the Customer's responsibility to obtain relevant insurance. The Bicycle Moaning Collective is insured against death or personal injury caused by its own negligence, act or omission. For those who participate in sports, water sports and winter sports whilst travelling with us or on holiday that have been organised and arranged completely independently of The Bicycle Moaning Collective, it should be understood that such participation is at the Customer's own risk and The Bicycle Moaning Collective accepts no liability whatsoever for any loss or damage arising from such participation. The Bicycle Moaning Collective is acting purely as an agent for the local provider, and it is therefore up to the Customer to satisfy themselves that the sports activity meets applicable health and safety standards. As an agent, The Bicycle Moaning Collective is not in a position to give any warranties to that effect.

And for those who participate in sports, water sports or winter sports, whilst on holiday, that have been organised and arranged independently of The Bicycle Moaning Collective, it should be understood that such participation is entirely at the Customer's own risk, and The Bicycle Moaning Collective accepts no liability whatsoever for any loss or damage arising from such participation. It is the Customer's responsibility to obtain adequate insurance for whatever sports they intend to participate in whilst on holiday.

5 Insurance

5.1 Insurance for medical emergency, including in any such event, repatriation, loss of earnings, or resulting cost of care; loss or damage to Your property (including Your bicycle); liability incurred to third parties; and against costs You may incur in the event of cancellation or curtailment of the tour or Your participation in it, is not included in the cost of the Tour.

5.2 It is a condition of booking that all travelers be covered by comprehensive travel insurance and do not travel or participate in any activity against medical advice. You should organize it immediately You book so as to be covered in case of the ill health of Yourself, a close relative or Your travelling companion(s).

5.3 You must arrange adequate insurance for Your own possessions, including bicycles, golf clubs and other sports equipment, etc. Please note, The Bicycle Moaning Collective is unable to insure Your possessions, as we do not have an "insurable interest" in these. The Bicycle Moaning Collective is not liable for these possessions should something happen to these.



6 Force majeure

6.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control including fire, flood, natural disaster, war, threat of war or military hostilities, terrorist activity, governmental action, strikes, riots, closure of ports or airports, technical problems of transport, cancellation or changes to scheduled transport. It does not include merely inclement weather conditions.

6.2 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure, such notice to contain details of the circumstances giving rise to it.

6.3 Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure, except in relation to liabilities accrued before the occurrence of the force majeure.

6.4 Where You have to cancel a Booking as a result of force majeure, Your place may be offered to another person who would then pay You for Your ticket.

6.5 The Bicycle Moaning Collective will not pay You compensation if we have to cancel or change Your travel arrangements in any way because of force majeure event.

7 Successors to the agreement

7.1 The Bicycle Moaning Collective is entitled to assign the benefit of this agreement

7.2 The benefit and obligations of this agreement shall be binding on any successor in title.

8 Severability and waiver

8.1 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as independent and severable from each other paragraph and therefore separately enforceable.

8.2 No delay by The Bicycle Moaning Collective in exercising any right, power or provision hereunder shall operate as a waiver of the exercise of any right at a future time.

9 Notices

Any notice to be served on either of the parties by the other shall be sent by first class post or pre-paid recorded delivery or by facsimile and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile to the correct number.



10 Entire understanding

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties. Each party acknowledges that, in entering into this agreement, he does not rely on any representation, warranty or other term not forming part of this agreement, including by reference.

11 Miscellaneous matters

In this Agreement, unless the context requires a different interpretation:

11.1 References to the singular include the plural;

11.2 The headings in this document are for reference only, and

11.3 References to a numbered rule are a reference to the rule bearing the corresponding number in this agreement.

11.4 To ensure that Your holiday runs smoothly, we need to supply Your key information to specific suppliers involved in the organization of Your holiday. You have the right to see any information we may hold relating to Yourself.

11.5 Air carriers will have their own Conditions of Carriage which You must comply with and these will be incorporated as terms of this contract. Where there are material inconsistencies between these Booking Conditions and the Conditions of Carriage the Conditions of Carriage will take precedence.

11.6 We advise all customers to check what the latest health requirements are for travel to their chosen destination. Please consult Your doctor, practice nurse or travel health clinic and/or obtain the relevant health leaflets e.g. the D.O.H. leaflet "Protect Your Health Abroad" from Your local Post Office or the Department of Health. Also consult the following websites for advice: www.foc.gov.uk, www.dh.gov.uk, www.hpa.org.uk and www.nathnac.org

For Foreign Office advice on traveling to other countries, please refer to www.fco.gov.uk/knowbeforeYougo

Health and Safety standards applicable to the elements of the holiday booked with us should meet the local regulations of Your destination, however please note that these may not be the same as in the UK and may vary from destination to destination.

11.7 Whilst The Bicycle Moaning Collective's employees or agents will try and answer Customer queries in a helpful manner, should the Customer have a query that does not fall within that employee's area of expertise in the opinion of a reasonable bystander, the Customer should not rely on the advice of The Bicycle Moaning Collective's employee, and should employ an appropriate specialist to provide them with the advice that they seek.



12 Dispute resolution

12.1 In the event of a dispute arising out of or in connection with this Agreement, the parties undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

12.2 Subject to clause 12(1), if any difference shall arise between any of the parties touching the meaning of this Agreement or the rights and liabilities of the parties, the same shall be referred to arbitration by a single arbitrator to be appointed, on the application of either side, by the President for the time being of the Law Society.

13 Jurisdiction

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

14 Privacy Notice

14.1 We respect your right to privacy. We will only use information about you in accordance with the Data Protection Act 1998, General Data Protection Regulations 2018 and other relevant legislation and regulations.

14.2 Personal Data: We will collect and maintain information which identifies you in order to provide services to you including cycling events and cycling related activities. We will collect the information you provide, such as email address or telephone number to complete a cycling event booking or if we need to contact you.

14.3. We process your personal information:

- to acknowledge, confirm and send you details of the cycling events and cycling related activities you have engaged us to organize and deliver.
- where we are asked to deal with any enquiries or complaints you may make.
- to contact you in connection with surveys and use any information you choose to submit in response

14.4. Marketing Communications: By signing up to receive our Bicycle Moaning Collective newsletter you are consenting to receive marketing communications from us about news, upcoming events and special offers. You can unsubscribe from these emails at any time by clicking the unsubscribe link in the email or by emailing thebicyclemoaningcollective@gmail.com.

We promise that we will only use your data for legitimate business and club purposes and will never give or sell your details to anyone unless you give explicit permission, or I am legally required to do so. You have a right to see any personal information which I hold about you on written request. I am not responsible for the data policies or procedures or the content of websites linked to the Bicycle Moaning Collective.



Please contact us if you have any questions or comments regarding this privacy policy.

