UK Bike Tours Booking Terms & Conditions

Please read carefully the terms in the conditions of contract. Please let UK Bike Tours know if you require these terms in a different format.

In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between UK Bike Tours (herein referred to as "UKBT" a division of S-Cape Travel UK Ltd, trading as S-Cape UK) and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorised by UK Bike Tours.

In these terms and conditions reference to "UK Bike Tours representatives" means tour leaders and staff of UK Bike Tours and its officers, employees, agents, licensees, guides and other third parties and representatives and the land management authorities in each country in which the tour is conducted, or any of them.

1. HOW TO BOOK

1.1 Booking is effected when UKBT accepts from you a completed booking form and payment of a £150 per person per trip deposit that is non-refundable. UKBT suggest you take out travel insurance at time of booking. Further information in relation to your trip is provided in the trip notes, which are provided for each trip, and by submitting your booking form and paying your deposit you are deemed to have read and understood the relevant trip notes. Please let UKBT know if you have any queries in relation to these trip notes.

1.2 Some trips require a higher non-refundable deposit to be paid and this is detailed in the individual trip notes and will be made clear at the time of booking.

1.3 The balance of the full tour price is payable 42 days prior to the scheduled date of departure.

1.4 If payment of the balance of the tour price is not received by UKBT by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with Condition 5 will apply.

1.5 Payment of the balance or the full tour price may be made by BACS, Debit Card or Credit Card without surcharge.

1.6 If a booking is made after the balance of the full tour price is payable, the booking is effected when UKBT accepts from you a completed booking form and payment of the full tour price.

1.7 Prices are quoted in British Pounds and are valid until 31 December 2022. All payments must be made in British Pounds. Final balance is due for all trips 42 days prior to departure. If payment of the balance for the tour is not received by UKBT by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 5 will apply.

2. SWITCHING TO ANOTHER TOUR

2.1 Subject to Condition 2.2, if you wish to switch from one tour to another inclusive of changing travel dates of the same trip:

2.1.1 you must notify UKBT in writing;
2.1.2 you may only switch from one tour to another tour which commences within 12 months of your original departure date;
2.1.3 a £100 per booking admin charge shall be payable to UKBT in respect of all switches;

2.1.4 any additional costs which arise out of or in connection with the switch shall be payable by you;
2.1.5 the following charges shall apply depending upon when you provide notice of your proposed switch of tour;

a. if your notice at Condition 2.1.1 is received within 42 days prior to your original departure date and more than 36 days prior to your original departure date, 50% of your original tour price shall be forfeited: or
b. if your notice at Condition 2.1.1 is received within 35 days of your original departure date, 100% of your original tour price shall be forfeited.

2.2 Any requested change from one tour to another is subject to availability and the agreement in writing of UKBT.

3. TRANSFER OF YOUR TOUR TO ANOTHER PERSON

3.1 Where you are prevented from proceeding with your tour (for example if you are required to undertake jury service, or as the result of the illness or death of a close relative), you may transfer it to another person provided:

3.1.1 you give reasonable notice to UKBT;
3.1.2 in UKBT reasonable opinion, the person to whom you wish to transfer the tour satisfies all the conditions applicable to the tour, including that the person meets all the medical and fitness requirements of the trip and not receiving confirmation from its service providers that the transfer is acceptable; and
3.1.3 the payment of an administration fee of £50 per person is made to UKBT;
3.1.4 the payment of any additional costs arising out of or in connection with such a transfer are paid to UKBT. You should note that it is often not possible to change airline tickets from one person to another and that such tickets may be completely non transferrable and often non-refundable.

3.2 You acknowledge that both you and the person to whom the tour is transferred shall be jointly and severally liable to UKBT for the price of the tour, the administration fee and any additional costs arising out of or in connection with the transfer.

4. AMENDMENTS

4.1 If you wish to make amendments to your tour arrangements, you must notify UKBT in writing as soon as possible.

4.2 Each amendment to your tour arrangements will incur a £50 per person administration fee and you will be liable for any increase in any additional expenses arising out of or in connection with such amendments. All such fees must be paid before departure.

4.3 Any requested amendment to tour arrangements is subject to availability and the agreement in writing of UKBT.

5. CANCELLATION BY YOU

5.1 If it becomes necessary for you to cancel your tour, you shall notify us immediately in writing. Upon receipt and acknowledgement by us of your written advice, cancellation will take effect.

5.2 For all tours, the following conditions apply:

5.2.1 if cancellation takes place more than 42 days prior to departure, the deposit and any travel insurance premium will be forfeited;

5.2.2 if cancellation takes place less than 42 days and more than 36 days prior to departure, 50% of the cost of the tour and the whole of any travel insurance premium will be forfeited; or
5.2.3 if cancellation takes place 35 days or less prior to departure, 100% of the cost of the tour and the whole of any insurance premium will be forfeited.

5.3 In these booking conditions "the cost of the tour" includes the cost of any extras booked for that tour. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to UKBT, may be recovered from you by UKBT as a debt due and payable. Travel insurance should be instigated at the time of booking.

6. HEALTH & FITNESS REQUIREMENTS

You must be in good health and physical condition. By submitting a booking form we treat this as proof that you are fit enough to participate in the tour.

If you have a pre-existing medical condition which is not well controlled and has required medical intervention in the past 24 months, we recommend that you get your doctor to certify you are fit to participate.

Tours can take place in remote areas where there is reduced access to normal medical services or hospital facilities for serious problems. Medical and evacuation expenses will be your responsibility but insurance may cover you depending on the circumstances.

UK Bike Tours reserves the right in its absolute discretion to refuse a participant the right to participate on a tour.

10. CHANGES, POSTPONEMENT, CANCELLATION OR DELAYS BY UKBT

10.1 Subject to Condition 11, UKBT reserves the right to:

10.1.1 change the date of departure or conclusion of the tour;
10.1.2 modify any aspect of the tour;
10.1.3 cancel or modify any routes within the tour or objectives set out in the itinerary; or
10.1.4 substitute different or equivalent routes within the tour in place of cancelled or modified routes, or postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour if, in the absolute discretion of UKBT, it is necessary to do so due to government travel warning or advice, or any change in such warning or advice, inclement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or in the case of any real or perceived health risk (including SARS or bird flu), or if, in the absolute discretion of UKBT, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by UKBT.
10.1.5 In the event of any change, modification, cancellation, postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay.

11. SIGNIFICANT ALTERATIONS TO ESSENTIAL TERMS

11.1 Most of these changes will be minor, and where changes are minor and in such cases you may seek to switch, transfer or cancel your tour in accordance with Conditions 2, 3 and 5 respectively.

11.2 If there is a significant alteration to an essential term (and this depends upon the nature of the tour and must take into account that adventure holidays require participants to be flexible) then UKBT shall advise you as soon as possible.

11.3 If there is a significant alteration to an essential term (or if the tour is cancelled by UKBT) you may either:

11.3.1 accept the changes to the tour and proceed with the tour (provided it has not been cancelled);
11.3.2 if UKBT is able to offer such an option, accept a replacement tour of equivalent or higher price and/or standard;
11.3.3 if UKBT is able to offer such an option, accept a replacement tour of a lower price and/or standard, in which case UKBT shall refund you the difference in price if UKBT is able to recover such monies; or
11.3.4 UKBT shall refund you all monies paid under the contract.

11.4 Other than as set out in this Condition 11, you will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such change, modification, cancellation, postponement or delay (including visa costs, passport costs, vaccination charges, equipment purchases, airfares, airport and airline taxes).

12. ITINERARIES AND BROCHURES

12.1 Itineraries and other details, including minimum operating numbers, are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by UKBT.

12.2 The information contained in UKBT website and itineraries is, to the best of UKBT belief, correct at the date of publishing.

13. INSURANCE

13.1 You are responsible for arranging your own travel insurance that is valid for the entire duration of the tour. We recommend that the minimum cover you take will cover you for illness, injury, death, loss of baggage and personal items, cancellation, curtailment, emergency rescue and repatriation.

13.2 You agree that it is your responsibility to check the adequacy and validity of any insurance policy effected by or on your behalf and you would be able to provide evidence to UKBT that you have obtained personal travel insurance if requested.

13.3 You agree it is your responsibility to have cover for any pre-existing medical conditions if applicable and should you not be able to get cover for a certain condition, then you agree to cover any costs associated with repatriation or emergency health care whilst on a UKBT tour.

13.4 Personal travel insurance is not included in the tour price.

14. PASSPORTS, VISAS OR VACCINATIONS REQUIRED FOR TRAVEL

14.1 If travelling into the UK from abroad your passport must be valid for at least 6 months after the date of your return.

14.2 It is your responsibility to obtain a passport, proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are

denied boarding or entry on any basis, including improper documentation or failure to provide information.

14.3 It is entirely your responsibility to obtain the relevant medical advice and vaccinations and make all other necessary preliminary arrangements including compliance with visa requirements, and we accept no responsibility whatsoever in the event that these matters are not dealt with prior to departure.

14.4 In some cases, full and correct passport information is required when a booking is submitted to us in order that we can obtain necessary tickets, permits and visas on your behalf. If you do not supply the appropriate and correct information when you make your booking, we will not be able to make the necessary bookings on your behalf and cannot be held responsible.

15. TOUR PRICE REVISIONS

15.1 The price of the tour may be revised upwards or downwards to reflect changes to:

15.1.1 transportation costs (including fuel costs);
15.1.2 dues, taxes and fees and for services such as landing taxes or embarkation or disembarkation fees; and
15.1.3 the exchange rate applied to particular tours.

15.2 UKBT will absorb the first 2% of any price increases to your tour.

15.3 The most current prices will be listed at www.ukbiketours.com so you will be deemed to have visited and to have agreed to these prices before booking.

15.4 UKBT reserves the right to modify tour prices up to 30 days prior to the departure date.

15.5 Any increase in tour prices must be paid in line with Condition 1.3.

16. EXCLUSIONS FROM TOUR PRICE

The items not included in the tour price include personal travel insurance; travel; visa, passport and vaccination charges; departure, airport and airline taxes; meals, transport costs, accommodation costs, or other expenses not included in the itinerary; laundry, personal clothing; medical expenses; beverages and items of a personal nature; emergency evacuation and/or emergency search charges; additional expenses caused by delay, accidents or disruption of planned itineraries; tips; excess baggage charges. Refer to our trip notes for full details of inclusions and exclusions.

17. FORCE MAJEURE

If UKBT is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of an act of God, strikes, trade disputes, fire, breakdowns, epidemics and pandemics, interruption of transport, government or political action, travel bans imposed by governments, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside UKBT’s reasonable control, UKBT will be under no liability whatsoever to you and may, at its option, by written notice to you cancel the tour or take any other action as specified in Condition 11.

18. ASSUMPTION OF RISK

18.1 You acknowledge and agree that:

18.1.1 by the very nature of cycling holidays, they can be more challenging and demanding with a commensurately higher level of risk compared with conventional holidays;
18.1.2 the additional dangers and risks associated with adventure travel may include difficult terrain;

extremes of weather, including sudden and unexpected changes; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury;
18.1.3 the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour;
18.1.4 the very nature of the adventure travel undertaken by you may require considerable flexibility on your part, necessitating alternative arrangements to be made to the itinerary at short notice; and

19. LIMITATION OF LIABILITY

19.1 Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities.

19.2 You must show that reasonable skill and care has not been used if you wish to make any claim. Standards of, for example, safety, hygiene and quality vary throughout the transport and destinations that your holiday may involve. Sometimes these standards will be lower than those which would be expected in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply.

19.3 You understand that we will not be liable where any failure in the performance of the contract is due to:

19.3.1 you;
19.3.2 a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable;
19.3.3 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
19.3.4 an event which we or our suppliers, even with all due care, could not foresee or forestall.

19.4 Our liability, except in cases involving death, injury or illness arising from our negligence, shall be limited to a maximum of three times the cost of your travel arrangements.

19.5 You acknowledge and agree that:

19.5.1 To the fullest extent permitted by law and unless caused by the negligent or reckless conduct of UKBT, UKBT will not be liable for any claims, actions, loss or damage arising out of personal injury or death, or property damage, loss of service including consequential, exemplary or punitive damages which may arise in connection with your participation in any tour.
19.5.2 UKBT will not be liable for any breach of any law by any person with whom you travel on the tour; and
19.5.3 you may not rely on any representations concerning the tour made by UKBT which are not contained in these conditions.

20. RELEASE AND DISCHARGE FROM ALL CLAIMS

To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all UKBT representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of UKBT representatives, or in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by UKBT representatives in arranging such optional activities will not render the UKBT representatives liable to you in any way.

21. GENERAL

21.1 Waiver: A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

21.2 Severance of conditions: If any part of any condition is illegal, unenforceable or invalid, it is to be treated as removed from these conditions, however, the remainder of these conditions are not altered.

21.3 Privacy: You permit UKBT to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to UKBT representatives in order to ensure your safety and well being but will not be used by them for any other purpose.

21.4 Arbitration: Any complaint arising out of your tour must be brought to the attention of UKBT. Your complaint should be made in writing within 24 hours of the cause of the complaint. If your complaint is not satisfactorily resolved and you wish to pursue the matter on return from your tour, you must submit your written complaint to us within 14 days of your return. UKBT will not be liable in relation to any complaint or problem if you fail to notify UKBT during the tour or upon your return, strictly in accordance with this Condition 21.4. If a resolution of your complaint cannot be achieved, you may refer the dispute to arbitration under a special scheme which provides for a simple and inexpensive method of dispute resolution administered by the Chartered Institute of Arbitrators. This scheme is not applicable to claims for amounts greater than £1,500 per person or £7,500 per booking form, nor to claims involving personal injury or illness. The rules of the scheme provide that the application for arbitration must be brought within 9 months after the date of the return of your tour but in special circumstances may brought outside this period.

21.5 Your financial protection: UKBT operates in accordance with the Package Travel Regulations and your money is held in Trust until your trip commences.

21.6 Data Protection: UKBT take responsibility for ensuring that proper security measures are in place to protect your information. When you make a booking, you consent to information you provide being passed on to our suppliers and your leader. Full details of our privacy policy are available on the UKBT websites. Any likeness or image of you secured or taken on any of our trips in accordance with our privacy policy, may be used by the company without charge in all media for bona fide promotional materials of any kind, such as brochures, website slides, video shows and the internet.

21.7 Image Use: By signing these terms and conditions you certify that your image may be used without charge by UKBT for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

21.8 Law and Jurisdiction: These conditions (including all matters arising from them) are subject to English law and the exclusive jurisdiction of English courts.