

# BOOKING CONDITIONS

## **IMPORTANT - PLEASE NOTE:**

### **Website Booking process:**

We are a small exclusive holiday business and manage the holidays we offer to you with particular care and attention; in order to provide the quality of personalised service to our Clients that we pride ourselves on, we have limited availability and manage each booking received personally.

### **Booking Confirmation**

We will confirm your booking within 48 hours of you making your booking on the website by sending you a “Booking Confirmation” by email to the address you provided when you made your booking, or by contacting you by telephone on the number you gave us. **Until we send you our “Booking Confirmation” no contract will be made for us to provide the holiday you have booked; WE RECOMMEND YOU DELAY BOOKING FLIGHTS AND ARRANGING INSURANCE UNTIL YOUR HOLIDAY IS CONFIRMED** – if you choose to arrange your flights before we send a “Booking Confirmation” we recommend that you ensure that you arrange flights that you can cancel and receive a full refund of any costs involved.

### **Booking Available Dates**

Please ensure that you book your trip/holiday **only between dates that are displayed as “available” on the booking calendar on the website**; the website will allow you to make a booking even if your trip/holiday includes dates that are not “available”, but if your booking extends into dates that are not “available” then it is extremely unlikely that we will be able to confirm your booking and will have to cancel it.

If we cannot confirm your booking, we will offer you alternative dates; if the alternative dates do not suit you we will refund any payment you have made to us at the time of booking as soon as possible but in any event within 24 hours of cancelling the booking; we will refund the payment to the same account from which you made the payment; please allow the usual time for banking transactions to complete the refund.

### **Final Price**

We will confirm the final price when we send you our “Booking Confirmation” by email. The prices shown on the website are nearly always the price that you will pay; **occasionally the website displays a price that is wrong at the time of booking**; we always check the price of your holiday before sending you a “Booking Confirmation”; if the price displayed on the website at the time you made your booking is incorrect, we will notify you of any changes to the price of your trip/holiday by email before sending our “Booking Confirmation”; if the corrected price is acceptable to you, then please let us know and we will send our “Booking Confirmation” to you. If the corrected price is not acceptable to you we will cancel the booking.

If we cancel the booking we will refund any payment you have made to us at the time of booking as soon as possible but in any event within 24 hours of cancelling the booking; we will refund the payment to the same account from which you made the payment; please allow the usual time for banking transactions to complete the refund.

## OUR AGREEMENT WITH YOU

“Bespoked Holidays” means Bespoked Holidays S.L.U., trading as Bespoked Holidays, a company registered in Spain before the Commercial Registry of Palma de Mallorca, with its registered office address at Palma de Mallorca 07007 (Spain), Cami Son Fangos N° 100 Torre A - Planta Baja - Puerta 3a, with licence number ABCD/1234, tax identification code B-12345678;

“Bespoked Holidays” means Bespoked Holidays Limited, an English company (company no 12345678), whose registered office is at 1 Cycle Way, Harrogate HG1 5RJ;

"Events Beyond Our Control" means events that could not have been foreseen by us or that, if foreseen, were inevitable, and include: war, threat of war, riots, civil disturbances, terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers, closed or congested airports, hurricanes and other actual or potential severe weather conditions;

"Terms" means these terms and conditions and our Website Terms of Use, Privacy Policy, and Cookies Policy, copies of which are available at

<https://www.bespokedholidays.com/en/terms-of-use/>,

<https://www.bespokedholidays.com/privacy-policy/> and <https://www.bespokedholidays.com/cookie-policy/>;

"we", "us" and "our" means Bespoked Holidays;

"Website" means the relevant website for your location which are available at the following url addresses:

EN: <https://www.bespokedholidays.com/en/holidays>

DE: <https://www.bespokedholidays.com/de/urlaub>

FR: <https://www.bespokedholidays.com/fr/vacances>

IT: <https://www.bespokedholidays.com/it/vacanze>

ES: [ES: https://www.bespokedholidays.com/es/vacaciones](https://www.bespokedholidays.com/es/vacaciones)

"you" and "your" means all persons named on your booking confirmation and in your travel party (including anyone who is substituted or added at a later date).

## HOW TO CONTACT US

1. You can contact with us by email at [contact@bespokedholidays.com](mailto:contact@bespokedholidays.com) or by telephone on +447725341146.
2. If you have a complaint, please use our contact details as set out in Section 16.

## OUR AGREEMENT WITH YOU

3. Our agreement with you sets out what you can expect from us when you buy a holiday from us via the Website or otherwise by telephone or in writing.
4. You should read these Terms carefully before you book to see how they affect your specific travel arrangements.
5. The acceptance of these Terms is a condition of purchasing a holiday from our Website. Therefore, the Terms form our agreement with you and cannot be separated.

## YOUR BOOKING

### **Legal age and responsibility**

6. You confirm that you are over the age of 18 and have full legal capacity and sufficient authorisation to make bookings and enter into legal agreements.
7. You confirm that you have read, understood and accept these terms and conditions in their entirety.
8. To confirm the booking, you must have the consent of all persons named in the booking, as well as the authorisation of the parents of any persons under 18 years of age that are included in the booking.

### **Acceptance of Terms**

9. When making the booking, you confirm that all persons named have accepted these Terms, and that you will assume responsibility for informing all persons named in the booking with regards to relevant details and other pertinent details relating to the booking.
10. By making a booking, you will be responsible for all and any payments related to it.
11. You guarantee that all the personal information provided in the process of making your booking is correct. Likewise, you accept the financial responsibility for all transactions made in your name or via your bank account.

### **Consent to process information**

12. By accepting the Terms, and pursuant to UK legislation, including European legislation applicable in the UK on data protection and particular legal aspects of electronic commerce, you consent and authorise us to request from the contracted service providers and process any personal information relating to you or your group. Such information shall be treated in compliance with UK legislation, including European legislation applicable in the UK, as well as any other such legislation that substitutes, complements or elaborates the privacy and data protection legislation, and will be used to process bookings and payments made at your request.
13. For the purposes of these Terms, personal information includes, but is not limited to: any telephone numbers, fax numbers, e-mail addresses, addresses, signatures, ID or passport copies, credit card details, personal preferences, disabilities, or any special dietary or

religious requirements or any other personal information related to you or your group that may be relevant for your booking.

## THE BOOKING

14. We have supplied you with a written copy of the booking confirmation which, together with the Terms, forms part of the Agreement made between us and you and which confirms to you all the details regarding your holiday.
15. Whether you book alone or as a group, we will only deal with the lead booking name in all subsequent correspondence, including changes, amendments and cancellations. You must be 18 years old at the time of booking and possess the legal capacity and authority to book as the lead name.
16. Notwithstanding the statements set out in our Privacy Policy, you are responsible for ensuring the accuracy of the personal details or any other information supplied in respect of yourself and any other person travelling on the booking and for passing on any information regarding the booking or any changes made in relation to the booking to all persons travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations.
17. When you provide personal data to us which relates to another person, you must obtain their consent for you to provide such data to us for processing in relation to the booking. If they do not consent, you must not provide such information to us.
18. We will confirm your booking within 48 hours of you making your booking on the website by sending you a “Booking Confirmation” by email to the address you provided when you made your booking, or by contacting you by telephone on the number you gave us. **Until we send you our “Booking Confirmation” no contract will be made for us to provide the holiday you have booked.**

**WE RECOMMEND YOU DELAY BOOKING FLIGHTS AND ARRANGING INSURANCE UNTIL YOUR HOLIDAY IS CONFIRMED** – if you choose to arrange your flights before we send a “Booking Confirmation” we recommend that you ensure that you arrange flights that you can cancel and receive a full refund of any costs involved.

19. Please notify us as soon as possible in writing if there is something that you need to correct, or if you don't receive a booking confirmation within 48 hours of making your booking.
20. If you add additional arrangements to your booking which were not included in your original booking, such additional arrangements will only be confirmed when we have sent you written confirmation that the additional arrangements have been booked. If there is any change to any of the details discussed at the time of booking, before the confirmation is issued, we will notify you promptly of any new or changed details, including any change to the total price (if any). If any detail on the booking confirmation is not correct, you must tell us immediately.

### **For all Website/Online Bookings**

21. A binding contract between us for your trip/holiday only comes into existence when we have received all appropriate payments from you at the time of booking **and we have e-mailed our confirmation that the holiday is confirmed.**
22. Please note; all bookings are subject to availability.
23. Full payment (less any pre-paid deposit) must reach us not less than 6 weeks before the date of your trip/holiday. The first named person on the booking is liable for making full payment for all persons named on the booking (including anyone added or substituted at a later stage). If payment is not received in full by the due date, we will issue a reminder to you. If, within 7 days of our issuing the reminder, we have not received full payment, we are entitled to assume that you wish to cancel your booking and we will retain the deposit paid.
24. Please read carefully your "Booking Confirmation", invoice and all other documents we send you as soon as you receive them. Contact us if any information appears to be incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept any liability if we are not notified of any inaccuracy (by us) in any document within 14 days of our sending it out.
25. We will do our best to rectify any inaccuracies notified outside these time limits. However, you will be responsible for any costs and expenses involved in doing so except where we made the mistake and there is a good reason why you didn't contact us within the time limit. See below if you need to correct any inaccurate information you have provided us with.

## THE PRICE YOU PAY AND PAYMENT

### Displayed prices

26. We do our very best to make sure that all prices we advertise on our Website are accurate at the date published.
27. We will confirm the final price of your trip/holiday when we send you our "Booking Confirmation" by email. The prices shown on the website are nearly always the price that you will pay; **occasionally the website displays a price that is wrong at the time of booking**; we always check the price of your holiday before sending you a "Booking Confirmation"; if the price displayed on the website at the time you made your booking is incorrect, we will notify you of any changes to the price of your trip/holiday by email before sending our "Booking Confirmation"; if the corrected price is acceptable to you, then please let us know and we will send our "Booking Confirmation" to you. If the corrected price is not acceptable to you we will cancel the booking.
28. Before confirming your booking, we inform you about any additional costs or expenditures arising or likely to arise from the services included in your booking and associated with the holiday booked.
29. All prices advertised on our website reflect the total price, including sales taxes and management costs. However, the price may not include all local fees which will be payable locally. We endeavour to advise you of all local fees in our descriptions but this may not be possible or they may change from time to time. Common local fees include, but are not limited to, local city or tourism taxes, pool or beach towels, daily car parking, entertainment and activities away from your accommodation, telephone calls.

### Price Changes

30. We reserve the right to change the price of your holiday after you have booked in certain circumstances but will not change the price within the last 6 weeks before the departure date. If we need to change the price, we will forward an amendment invoice reflecting any changes made. After a booking confirmation has been sent to you, any increase to your holiday price will only be as the result of changes in our costs of supplying your holiday, applicable taxes and duties and currency fluctuations.

31. In the event of an increase in your holiday price of more than 10%, then:
  - a. you may cancel your holiday booking within 7 days of us sending the amendment invoice to you and receive a refund of all monies paid to us.
  - b. The price quoted on the last amendment invoice issued is guaranteed, unless you change your holiday booking. Any increases in our costs which occur after the last amendment invoice has been sent will be borne by us.
32. Should you instruct your credit/debit card company to “charge back” any payment(s) properly due from you in respect of your booking, we will charge you a fee of £40 GBP per incident and associated costs.
33. We will not be responsible for any change to the price that results from a human error or wrong information given by us, or because of any other cause that is not foreseeable.

### **Paying For Your Trip/Holiday**

34. You will be able to pay a deposit for your holiday should you wish to for any booking made more than 6 weeks before the date of your arrival, with the full balance due 6 weeks days prior to the date of your arrival . The amount of the deposit will be specified by us when your booking is made.
35. Once confirmed, the booking deposit and any additional charges paid will not be refunded except in accordance with the terms of this agreement or as otherwise required by law.
36. When you pay a deposit, we will state on the booking confirmation the balance owed and the due date for the remainder of the payment. You must pay any balance due at least 6 weeks before the date of your arrival. If you don't, we reserve the right to treat your booking as cancelled. By accepting these terms and conditions, you authorise us to charge to your credit/debit card the remainder due 6 weeks before the date of your arrival.

### **YOUR OBLIGATIONS**

37. You must:
  - a. follow the instructions of your host(s) and/or guide(s) at all times;

- b. ensure that you have a sufficient and appropriate level of physical fitness to participate in your trip/holiday;
- c. notify us of any medical ailments from which you suffer which may affect your ability to participate in the trip/holiday;
- d. wear a helmet at all times whilst cycling;
- e. not cycle when under the influence of alcohol or drugs; and
- f. ensure you have travel insurance, providing you with cover for baggage, cycling equipment and medical expenses whilst you are on your trip/holiday.

## **Bikes**

38. If you bring and ride your own bike on your trip/holiday, 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.
39. 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.

## **INSURANCE, EXCURSIONS AND OTHER SERVICES “EXTRAS”**

40. You and all other members of your party will take out suitable and sufficient travel insurance from a reputable Insurer to include all risks usually covered by such policies and you confirm that you are and will be adequately insured on holiday, for example to cover any applicable cancellation, repatriation or assistance costs in the event of accident, illness or death. It is a condition of your booking that you have travel insurance that covers road cycling related activity and that these documents with emergency telephone numbers are made available to Bespoked Holidays staff on arrival at your holiday.
41. 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.

42. Insurance, excursions, tours or any other products and services booked independently from the Website (“Extras”) that you may choose to book or pay for directly either with a third party before your holiday, or whilst you are on holiday/in resort do not form part of your holiday provided or arranged by us.
43. For any Extras that you book, your contract will be directly with the provider of those Extras (whether the insurance provider, operator of an excursion or tour or the supplier of products and services as the case may be). We are not responsible for the provision of Extras or for anything that happens when Extras are being provided to you by the operator and/or supplier as the case may be.
44. Any extras booked directly on or through our Website or with us by telephone will be covered by our agreement with you.

## CHANGES AND CANCELLATIONS

### **If We Cancel Your Booking**

45. We aim to provide your holiday as booked, but we may need to cancel:
  - a. because of an Event Beyond Our Control, or if
  - b. you do not pay the balance of the holiday price on time at least 6 weeks prior to the date of your trip/holiday.
46. If we cancel your holiday, except where this is because you have not paid or if we cancel because of an Event Beyond Our Control, you can either have:
  - a. a full refund or
  - b. accept a replacement holiday from us.
47. Should you choose option b. above, the terms and conditions applicable to your holiday will not change and these Terms will apply to your new booking.

### **If We Change Your Booking Details**

48. We expect that we will not have to make any change to your holiday but, because our holidays are planned many months in advance, we sometimes do need to make changes. We will let you know about any important changes to holidays shown on our Website when you book. If you have already booked, we will let you know about any changes as soon as we can.
49. We reserve the right to cancel or alter your trip at any time prior to your departure date at our discretion, although we assure you that we will endeavour to only do this when strictly necessary.
50. In the event that we cancel your trip:
- a. We will provide you with a £200 credit to use on another Bespoked Holidays holiday booked in the following year.
  - b. You will also be entitled to:
    - i. book another available trip; or
    - ii. receive a full refund of all monies paid;
  - c. We will not be liable for any flight or insurance costs you have incurred.
51. We reserve the right to stop you from participating in your holiday if you: behave in an abusive and/or threatening manner; or engage in illegal activities.

### **Major Changes To Your Holiday**

52. Occasionally, we have to make major changes to the accommodation making up your holiday with us.
53. Major changes to your holiday for which we will pay compensation using the scale shown below, (unless the change is for an Event Beyond Our Control), may include the following changes: a significant change in accommodation to that of a lower category, a change in the time of arrival or departure or return greater than 48 hours. These changes are only examples and there may be other significant changes which constitute major changes.
54. If we tell you about any of these major changes after we have confirmed your holiday booking, you may either:

- a. accept the new arrangements offered by us; or
  - b. accept a replacement holiday from us of at least equivalent standard quality, at the date of the change, if we are able to offer you one; or
  - c. cancel your holiday with us and receive a full refund of all monies paid.
55. You must let us know your choice within 2 days of receiving our communication. In the event that you do not inform us we shall assume that you wish to cancel your holiday and receive a full refund of all monies paid.
56. If you choose options a. or b. above, the terms and conditions applicable to your holiday will not change and these Terms still apply to your new booking.
57. We will pay you compensation using the compensation table shown below unless the change is for an Event Beyond Our Control or if we notify you of the change more than 2 months before your planned departure date.

## **Compensation**

58. Any compensation payable to you by us will be on these scales, based on how many days before your booked trip/holiday we tell you of a major change or cancellation.
59. Period before departure when a major change or cancellation is notified by us; Compensation payable per booking:
- |                      |                                |
|----------------------|--------------------------------|
| d. More than 6 weeks | 0%                             |
| e. 6 weeks – 15 days | 5% of total trip/holiday price |
| f. 15 – 3 days       | 10% of total holiday price     |
| g. 48 hours – 0      | 25% of total holiday price     |
60. We will only make one compensation payment for each booking.

## **If You Change Your Booking Details**

61. You must ensure all names and details are entered correctly at the time of booking. Please notify us as soon as possible in writing if there is something that you need to correct, or if you don't receive a booking confirmation within 48 hours of making your booking.

62. If, after we have sent you our “Booking Confirmation”, you wish to change your holiday in any way, for example your chosen arrival date or accommodation, we will try to arrange for these changes to be made but it may not always be possible. Any request for changes to be made must be in writing from the lead passenger. Depending on when you inform us, some changes may be treated by us as a cancellation of your existing holiday and a request to book a new holiday, or in some instances, the amount of change and applicable fees may mean that a cancellation and rebook is a better option, in which case we will inform you of this.
63. You will be asked to pay an amendment fee, in accordance with the table set out below, for each amendment made to cover our costs of making any such changes for you and any further cost we incur in making this alteration, including if applicable any cancellation charges as set out below. We will notify you of the amount of the amendment fee when you contact us. 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 may not be changeable after a booking has been made. Any alteration request could incur a cancellation fee of up to 100% of the value of the holiday in question.
64. When changing your holiday details, the price of your new travel arrangements will be based on the price that applies on the day you make the change. These prices may not be the same as when you first made your booking.

### **Amendment Fees**

65. Amendment Request:
- h. More than 15 days before date of arrival Cost incurred by the amendment of the package + amendment fee of £40.00
  - i. 14 days to 48 hours (inclusive) before date of arrival Cost incurred by the amendment of the package + amendment fee of £50.00
  - j. 48 hours or less before date of arrival Cost incurred by the amendment of the package + amendment fee of £80.00

### **If You Cancel Your Booking**

66. If you want to cancel your booking, you must contact us as soon as possible in writing by sending an email to [contact@bespokedholidays.com](mailto:contact@bespokedholidays.com) or call us on +447725341146.

## Guide To Our Cancellation Charges

67. If you want to cancel your holiday and we are not at fault, we will apply a cancellation charge in accordance with the table set out below to cover the cost of processing your cancellation. We will confirm to you the amount of the cancellation charge when you contact us. You will be responsible for paying this charge.
68. The charge will be calculated according to how many days before your booked departure we receive your cancellation notice as per the table below and is to cover our administrative and management costs of cancelling your holiday. If you want to cancel one or more passengers on the booking you will have to pay a proportion of the applicable cancellation charge for those passengers.

### **Cancellation Charges**

69. Cancellation Requests:
- k. More than 21 days before date of arrival Loss of any deposit paid
  - l. Less than 21 days to 7 days before date of arrival 75% of the total cost of the trip/holiday,
  - m. Less than 7 days (inclusive) before date of arrival 100% of the total cost of the trip/holiday.

### **OUR RESPONSIBILITY FOR YOUR HOLIDAY**

70. We will arrange for you to have the trip/holiday that you choose and that we confirm in the Booking Confirmation. The trip/holiday will be provided either directly by us or through independent suppliers contracted by us. We are responsible for making sure that each part of the holiday you book with us is provided to a reasonable standard and as was advertised by us (or as changed and accepted by you). If any part of your holiday is not provided as described, we may pay you compensation, if appropriate, unless this is due to an Event Beyond Our Control.
71. We have taken all reasonable care to make sure that all the services which make up your holiday advertised by us are provided by efficient and reputable businesses.

### **Personal Injury**

72. If you suffer injury, illness or death directly as a result of the services provided as part of your holiday we may pay you compensation. We will not pay any compensation if your injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care. We will not make any payment if your illness, injury or death was your own fault. If we do pay any compensation, it will be similar to compensation levels awarded under English law in an English court.
73. If you suffer injury, illness or death on your holiday you agree to assist us with our investigations in the following ways:
- n. you should tell us and the supplier involved about your injury or illness while you are on your trip/holiday;
  - o. you should write to us at [contact@bespokedholidays.com](mailto:contact@bespokedholidays.com) about your claim within 1 month of coming home from your holiday to allow us to investigate it properly and cooperate with us so as to enable us to carry out such investigation;
  - p. you should include a letter about your injury or illness from your doctor if you can;
  - q. you will transfer to us any rights you have against the supplier or any other person, so that we can claim back from suppliers any payments we make to you, plus any legal or other costs. We will not make a profit from this;
  - r. you should cooperate fully with us if we or our insurers want to enforce any rights transferred to us; and
  - s. regardless to the foregoing, any payments we make may be limited in accordance with UK Law and international conventions.
74. If you or someone named in your booking is injured, falls ill or dies while on the holiday, or you need to incur unpredictable extra expenses for which we are not liable because the event is an Event Beyond Our Control we will, where appropriate and subject to our discretion, try to help if we can.

## WAIVER

75. By booking your trip/holiday, 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 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.

76. You confirm that you are sufficiently fit and healthy to complete your trip/holiday and are aware of no medical reason or condition which would prohibit you from completing your trip/holiday; accept the potential for (amongst other things) delays, alterations, loss of or damage to property, inconvenience and discomfort; and accept that subject to paragraph below, you participate in your trip, and cycle, at your own risk.

## LIABILITY

77. Nothing in these terms & conditions limits or excludes our liability to you for death or personal injury caused by our negligence.
78. To the extent your property is lost or damaged due to our acts or omissions, we shall be liable for the cost of repairing or replacing any such property, **up to a maximum of £150.00 in total per guest per booked trip/holiday** and we therefore suggest you bear this in mind when packing for your trip/holiday.
79. WITHOUT PREJUDICE TO PARAGRAPH 74 AND OUR ENTIRE FINANCIAL LIABILITY WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE (INCLUDING ANY LIABILITY FOR THE ACTS OR OMISSIONS OF OUR EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS) TO YOU IN RESPECT OF ANY BREACH OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE AMOUNT YOU PAID FOR YOUR TRIP.
80. WE SHALL NOT BE LIABLE TO YOU FOR ANY: LOSS OF, OR DAMAGE TO, YOUR PROPERTY CAUSED BY YOUR OWN ACT OR OMISSION; OR A CLAIM FOR DISAPPOINTMENT; OR CLAIM FOR LOSS OF ENJOYMENT; OR LOSS INCURRED AS A RESULT OF EVENTS OUTSIDE OF OUR CONTROL; OR LOSS INCURRED DUE TO THE THEFT OF BICYCLES; OR LOSS INCURRED DUE TO INJURY AS A RESULT OF CYCLING EITHER ON OR OFF ROAD, UNLESS

SUCH INJURY IS CAUSED BY OUR NEGLIGENCE; OR LOSS RELATED TO ANY BUSINESS OF YOURS SUCH AS LOST DATA, LOST PROFITS, LOSS OF BUSINESS, LOSS OF CONTRACTS, LOSS OF GOODWILL OR OTHER BUSINESS LOSS THAT YOU MAY INCUR AS A RESULT OF ANY BREACH OF THESE TERMS AND CONDITIONS; OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES.

81. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these terms and conditions. Nothing in these terms and conditions shall affect your statutory rights.

#### MEDICAL CONDITIONS, DISABILITIES AND REDUCED MOBILITY

82. If you have any medical condition or disability or suffer from reduced mobility which may affect your trip/holiday (including any which may affect the booking process), **please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements** and, if applicable, assist you with making your booking. **In any event, you must give us full details in writing at the time of booking.**
83. **If you wish to book online you should email or telephone us with these details prior to making your booking online.**
84. You must also promptly notify us of any deterioration or adverse change in or development of any medical condition or disability or of any deterioration or change in your mobility which may affect your holiday which occurs after you book.

#### IF YOU HAVE A COMPLAINT

85. If you have a complaint about your arrangements whilst away, you must immediately notify the supplier of the service in question locally. If they are unable to resolve the problem immediately, you should contact us straight away on our duty office telephone number +447725 341146 and we will assist you.
86. If you are still not satisfied on your return home, you must write to us at [contact@bespokedholidays.com](mailto:contact@bespokedholidays.com) to allow your complaint to be investigated properly. We will acknowledge your complaint within 14 days and provide a full response within 28 days. Please include your holiday

reference number on your email, and include your daytime and evening telephone numbers.

## CONDUCT WHILE ON HOLIDAY

87. We reserve the right to refuse to accept you as a customer or continue dealing with you if we, or another person in authority, believe your behaviour is disruptive, causes unnecessary inconvenience, is threatening or abusive, you damage property, you upset, annoy, disturb, or put any other traveller or our staff or agents at the accommodation or elsewhere in any risk or danger.
88. In any of these circumstances no refunds or compensation will be paid to you and we may make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result of your behaviour including but not limited to (i) repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, staff or agent affected by your actions. Criminal proceedings may also be instigated.

## ACCOMMODATION

89. Any accommodation we arrange for you must only be used by those people named on the final version of your booking confirmation. You are not allowed to share the accommodation or let anyone else stay there. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay. These charges must be met by you and may have to be paid locally.

## FRAUD OR UNLAWFUL ACTIVITY

90. Payments must be authorized by the cardholder named in the holiday booking. We withhold the right to cancel or block your holiday payment without prior notice if:
- a. the cardholder did not authorise the payment and claims that the holiday booking is fraudulent; or
  - b. we reasonably suspect that the cardholder or passenger is connected to other fraudulent activity.
91. If we block your card transaction as set out above, we may request that you remit payment with a different credit card.

## **Suspected Fraud**

92. From time to time we are asked by banks and card issuers to investigate transactions which the cardholder believes to be fraudulent. If in the course of such investigation we reasonably establish that a cardholder has claimed a transaction to be fraud in error, then the holiday booking will be subject to further internal checks. Any future bookings connected to such cardholder details may be denied until such time as any outstanding monies owed to us relating to the error are recovered.

### **Unlawful Activity**

93. Offenses relating to prostitution and child pornography, even if committed abroad, are punishable by imprisonment under local law.

### **PASSPORT, VISA AND IMMIGRATION/HEALTH REQUIREMENTS AND FOREIGN OFFICE ADVICE:**

94. It is your responsibility to secure the appropriate passport, visa and other immigration documents required for your trip/holiday, and/or to comply with any health formalities required. We do not accept any responsibility if you cannot travel because you have not complied with the passport, visa, and immigration requirements and / or you fail to comply with all applicable health requirements.

### **CONTACTING YOU**

95. If you book via our Website or have opted in other circumstances for us to contact you via email, we will communicate with you using the email address you have provided. We will assume that your email address is correct and that you understand the risks associated with using this form of communication.

### **PHOTOGRAPHY**

96. 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. Where it is practical to do so, we will seek your consent when you are prominently included in any shots. Consent will not generally be sought from you if you only appear in the background. We will not identify you by name without first asking your permission to do so. You are taken to have agreed to your image being included in any photography.

## WHOLE CONTRACT GOVERNING LAW AND JURISDICTION

97. This arrangement is between you and us. No other person shall have any rights to enforce any of its terms.
98. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
99. If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
100. This agreement and our services shall be exclusively governed by and construed in accordance with English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.

Dated March 2018