

This page (together with the documents referred to on it) sets out the terms and conditions on which Pedal England Limited (**we, us or our**) supply each of the cycle tours (**Cycle Tours**) listed on our website [www.pedalengland.co.uk](http://www.pedalengland.co.uk) (**our site**) to you. Please read these terms and conditions carefully before booking any Cycle Tours on our site. You should understand that by booking any of our Cycle Tours, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to book any Cycle Tours from our site.

## **1. INFORMATION ABOUT US**

1.1 [www.pedalengland.co.uk](http://www.pedalengland.co.uk) is a site operated by us. We are registered in England and Wales under company number 06715224 and with our registered office and main trading address at Pedal House, 33 Acre End Street, Eynsham, Oxfordshire OX29 4PF. Our VAT number is [943 9537 85].

## **2. SERVICE AVAILABILITY**

2.1 Our site is only intended for use by people resident in any of [the countries listed on the "Serviced Countries" page of our site (**Serviced Countries**)<sup>1</sup>] AND/ OR [any EC member countries, The United States Of America, Canada, South Africa, Australia, New Zealand, Japan and China<sup>2</sup>[(**Serviced Countries**)]. Unless agreed otherwise with you and at our sole discretion, we do not accept bookings from any individual resident outside of [the Serviced Countries] [these countries].

2.2 Please note that there are some restrictions placed on the extent to which we will accept bookings from specific countries. These restrictions can be found on the Serviced Countries page of our site. Please review our Serviced Countries page before booking Cycle Tours from us<sup>3</sup>.

## **3. YOUR STATUS**

3.1 By placing a booking through our site, you warrant that:

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<sup>1</sup> We note that there is currently no such Serviced Countries page on the website at the moment.

<sup>2</sup> Will EC member countries. USA, Canada, South Africa, Australia, New Zealand, Japan and China comprise the "Serviced Countries" or are they in addition to such Serviced Countries?

<sup>3</sup> Do you want the customer agree that he has reviewed and accepted any relevant restrictions to bookings which are contained on the Serviced Countries page prior to booking? If so, we will insert the appropriate wording.

- (a) you are legally capable of entering into binding contracts; and
- (b) you are at least 18 years old;
- (c) you are fit to ride a bicycle and have no health conditions that would in any way limit your ability to complete the relevant Cycle Tour or impact the health or safety of others attending the relevant Cycle Tour;
- (d) you are resident in a Serviced Country or as otherwise agreed with us in accordance with condition 2.1; and
- (e) you are accessing our site from a Serviced Country or as otherwise agreed with us in accordance with condition 2.1.

#### **4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

4.1 After placing a booking, you will receive an e-mail from us acknowledging that we have received your booking. Please note that this does not mean that your booking has been accepted. Your booking constitutes an offer to us to make a booking. All bookings are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the relevant Cycle Tour has been booked (**Booking Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Booking Confirmation.

4.2 The Contract will relate only to the Cycle Tour specified in the relevant Booking Confirmation. We will not be obliged to provide any other Cycle Tours which may have been part of your booking request until the booking of any such Cycle Tours has been confirmed in a separate Booking Confirmation.

4.3 When making a booking you will be required to complete a booking form and pay a non-refundable deposit (**Deposit**).<sup>4</sup> If we do not accept your booking, we shall refund the Deposit to you in full.

#### **5. CANCELLATION BY YOU**

5.1 Subject to condition 5.3, you may cancel a Contract at any time on giving us written notice and you will be refunded in accordance with our refunds policy (set out at condition8).

5.2 Cycle Tours are exempted from the cooling off cancellation provisions of the Consumer Protection (Distance Selling) Regulations 2000.

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<sup>4</sup> How much will the deposit be? Will it be a fixed percentage of the purchase price or as specified in each individual Booking Confirmation?

- 5.3 If you cancel a Contract in respect of any of the following Cycle Tours, you shall not be entitled to any refund of the purchase price of the Cycle Tour or of your Deposit:

Pedal Classic, Pedal Swift, Pedal Light

- 5.4 These provisions do not affect your statutory rights.

## **6. CANCELLATION BY US**

- 6.1 We may decide in our sole discretion to cancel a Cycle Tour and the relevant Contract with you. We will of course give you notice of this as soon as we are aware of a circumstance which causes us to cancel the Cycle Tour. Such reasons for our cancellation may include, but will not be limited to, the following circumstances:

- (a) the occurrence of a Force Majeure Event (as defined at condition 20);
- (b) if the minimum number of bookings for a Cycle Tour has not been met by 30 days prior to the start date of the Cycle Tour; and
- (c) if during the Cycle Tour we become aware that a member of the Cycle Tour has developed or has an infectious or contagious medical condition.

- 6.2 In the event that we have cancelled the Cycle Tour then we shall in the first instance offer you an alternative Cycle Tour. Should this not be acceptable to you, then:

- (a) in the event that the cancelled Cycle Tour has not already commenced prior to our cancellation, we shall offer you a full refund of all payments made to us by you including your Deposit; and
- (b) in the event that the Cycle Tour has commenced prior to our cancellation, we shall refund<sup>5</sup> the remaining cancelled days of the Cycle Tour on a pro rated basis at a rate of 50% of the purchase price for each cancelled day.<sup>6</sup>

## **7. PRICE AND PAYMENT**

- 7.1 The price of any Cycle Tour will be as quoted on our site from time to time, except in cases of manifest error.

- 7.2 These prices include any applicable VAT.

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<sup>5</sup> Is it intended that the refund of 50% per day be 50% of the full amount payable per day, or is it 50% of the balance payable after taking into account the Deposit already received (pro rated on a daily basis)?

<sup>6</sup> The reasonableness of this condition may be queried, since Pedal England will effectively be paid 50% of the purchase price for each of the days cancelled despite the fact that the cancellation has been made by Pedal England's through no fault of the customer.

7.3 Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a Booking Confirmation.

7.4 Our site contains a large number of Cycle Tours and it is always possible that, despite our best efforts, some of the Cycle Tours listed on our site may be incorrectly priced. If, following your booking but prior to sending you a Booking Confirmation, we become aware that our site specifies an incorrect price (**Incorrect Price**) in respect of any Cycle Tour:

- (a) in the event that the correct price (**Correct Price**) is less than the price stated on our site, we will charge you the lower Correct Price and specify the same in the Booking Confirmation ; and
- (b) in the event that the Correct Price is more than the price stated on our site, we will, at our sole discretion, either:
  - (i) contact you to confirm that you wish to proceed with your booking at the Correct Price and, if you so accept, specify the Correct Price in the subsequent Booking Confirmation; or
  - (ii) reject your booking and notify you of the same, stating the reasons for such rejection.

7.5 In the event that we send you a Booking Confirmation stating an Incorrect Price, we will be under no obligation to provide the Cycle Tour to you at that Incorrect Price, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

7.6 Payment for the balance of the full purchase price (less the amount of the Deposit paid) (**Balance**) must be made by credit or debit card. We accept payment with credit or debit cards. We will not charge your credit or debit card in respect of the Balance until we send you the relevant Booking Confirmation..

**8. OUR REFUNDS POLICY**

8.1 When you cancel a Cycle Tour for any reason we will notify you of any refund due (if applicable) via e-mail within a reasonable period of time. We will usually process any refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to such a refund.

8.2 The amount of refund that you will receive will be based on the number of days between the start date of the Cycle Tour and the date we received your notice of cancellation (**Notice Days**). The following table sets out the percentage refund that you will receive:

Number of Notice Days	% of purchase price payable as a refund
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> 121	80
91 to 120	60
61 to 90	40
31 to 60	20
0 to 30	0

8.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase, although this will be subject to our sole discretion.

**9. HOLIDAY AND INSURANCE COVER**

9.1 As a term of the Contract, you agree to take out adequate insurance to cover the following items:

- (a) your baggage;
- (b) equipment both used by you, provided by us, hired from a third party or otherwise;
- (c) medical expenses; and
- (d) repatriation costs.

**10. OUR LIABILITY**

10.1 We warrant to you that any Cycle Tour booked through our site is of satisfactory quality and reasonably fit for all the purposes for which cycle tours of this kind are commonly supplied.

10.2 This condition 10 sets out our entire financial liability (including any liability for the acts or omissions of our employees, agents, consultants and subcontractors) to you in respect of:

- (a) any breach of the Contract;
- (b) your participation in the Cycle Tour; and
- (c) any representation, statement or tortuous act or omission (including negligence) arising under or in connection with the Contract.

10.3 Subject to condition 10.1, all warranties, conditions and other items implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.4 Nothing in these terms and conditions limits or excludes our liability:

- (a) for death or personal injury arising from negligence; or

- (b) for any damage or liability incurred by the Constomer as a result of our fraud or fraudulent misrepresentation; or
- (c) under section 2(3) of the Consumer Protection Act 1987;

10.5 Subject to conditions 10.3 and 10.4:

- (a) we shall not be liable for:
  - (i) loss of income or revenue;
  - (ii) loss of business;
  - (iii) loss of profits or contracts; or
  - (iv) loss of anticipated savings,

our total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the purchase price of the Cycle Tour. .

## **11. DATA PROTECTION**

You acknowledge and agree that details of your name, address and payment record may be submitted to a credit reference agency, and your personal data will be processed by us and on our behalf in connection with our provision of the Cycle Tours.

## **12. COMPLAINTS**

In the unlikely event that you have a complaint during the Cycle Tour then in the first instance you should raise it with the tour leader who will either deal with the issue directly or escalate it as appropriate with Pedal England. You can also contact Pedal England directly to raise any issues.

## **13. PRE CYCLE TOUR TRAVEL**

13.1 All travel arrangements which take place prior to and after a Cycle Tour are solely your responsibility. This includes passport, visa and other travel requirements.

13.2 Should you arrive late, for whatever reason, to the designated departure point as stated on the Booking Confirmation then it is your responsibility to arrange and procure travel which will enable you to meet up with the Cycle Tour group at a later point in the tour.

## **14. ACCOMMODATION**

- 14.1 Accommodation will be provided on a dinner, bed and breakfast basis; you will be personally liable for any additional drinks, goods and other services purchased (**Additional Purchases**) during your stay at the provided accommodation and you will be required to settle any outstanding bills relating to any Additional Purchases prior to your departure from the provided accommodation.
- 14.2 Accommodation is pre-booked for each Cycle Tour and, subject to the other provisions of these terms and conditions, no refunds can be made in respect of unused accommodation.

## **15. EQUIPMENT**

- 15.1 As specified in the relevant Booking Confirmation, we may provide you with equipment including but not limited to, bicycles, helmets, water bottles and maps (**Equipment**). You will be responsible for using the Equipment with all due care and for keeping the Equipment clean and in good repair for the duration of the Cycle Tour. We shall charge you for any costs we incur for any cleaning, repair or replacement of the Equipment as we, in our sole discretion, determine necessary and in respect of any other damage (with the exception of any ordinary wear and tear) to any Equipment. You may be asked to pay an additional deposit for any Equipment provided to you by us as specified in the Booking Confirmation.
- 15.2 In the event that the Equipment provided to you is stolen or lost or otherwise not returned to us at the end of a Cycle Tour then we will charge you for its replacement.

## **16. MARKETING**

A condition of your booking a Cycle Tour is that you agree to photographic images being taken of you partaking on the Cycle Tour and you agree irrevocably to assign all rights and title in any such images to us.

## **17. WRITTEN COMMUNICATIONS**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We may contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 18. NOTICES

All notices given by you to us must be given to Pedal Limited at Pedal House, 33 Acre End Street, Eynsham, Oxfordshire, UK<sup>7</sup>. We may give notice to you at either the e-mail or postal address you provide to us when placing a booking or in any of the ways specified in clause 17 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## 19. TRANSFER OF RIGHTS AND OBLIGATIONS

19.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

19.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

19.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 20. EVENTS OUTSIDE OUR CONTROL

20.1 We shall have no liability to you under a Contract for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events, acts, omissions or accidents beyond reasonable control (**Force Majeure Event**).

20.2 A Force Majeure Event includes, without limitation, the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) failure of a utility service or transport network; or
- (e) compliance with any law or governmental order, rule, regulation or direction.

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<sup>7</sup> Do you wish the customers to be able to give you notice by email as well as by post?

20.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event, failing which after a period of [6 months] either party may terminate the Contract without liability to the other.

## **21. WAIVER**

21.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

21.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

21.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 18 above.

## **22. SEVERABILITY**

If any of these terms and conditions or any provisions of a Contract are determined by any court or other competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

## **23. ENTIRE AGREEMENT**

23.1 The Contract and these terms and conditions and any document expressly referred to in them represent the entire agreement between you and us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between you and us, whether oral or in writing.

23.2 Each party acknowledges that, in entering into a Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty given by the other or be implied from anything said or written in negotiations between the parties prior to entering into such Contract (whether made negligently or innocently) except as expressly provided in the Contract or in these terms and conditions.

23.3 Nothing in this condition shall limit or exclude any liability for fraud.

**24. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

24.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

24.2 You will be subject to the our policies and terms and conditions in force at the time that you book Cycle Tours from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Booking Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Booking Confirmation).

**25. RIGHTS OF THIRD PARTIES**

A person who is not a party to the Contract shall not have any rights under or in connection with it.

**26. LAW AND JURISDICTION**

The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, will be governed by, and construed in accordance with, English law. The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation.