

## **Café Ciclista**

### **Terms and conditions for bookings and bike rentals**

All Café Ciclista trips are subject to these terms and conditions. Please read them carefully as they govern the contractual relationship between you and Café Ciclista (or “we” and or “us” as referred to herein) for all services provided to you by us on your cycling trip.

In booking your trip you confirm that you have read, understood and accept these terms and conditions in their entirety.

#### **1. Booking**

In the case of a booking being made by an individual person on behalf of another person or group of persons, then the person making the booking (the lead person) must be 18 years old or over and possess the legal capacity and authority to make the booking and accepts these booking terms and conditions on behalf of everyone in their party. The lead person is then responsible for ensuring the accuracy of all information provided related to themselves and other persons in their party, and for passing on information regarding the trip to all said persons in their party.

We require a non-refundable deposit for all trips. This is usually €200 per person but may be higher for selected sportives or other specified individual events. The balance and a completed booking form must reach Café Ciclista no later than 60 days prior to the start date of your holiday. If you book less than 60 days before departure, the booking form must be completed and payment made in full at the time of booking.

If you do not complete the booking form or pay the balance by the due date, Café Ciclista reserves the right to cancel your booking and you will forfeit your deposit plus any other additional charges.

The contract between you and Café Ciclista comes into effect on receipt of your booking in writing, by telephone, by electronic means (online including email) or in person and once your deposit has cleared to us. From this point on, the rights and obligations (in particular payment of the trip price) arising from the contract are binding on you (and any further participants booked by you) and on Café Ciclista. These booking terms and conditions apply to all trip participants.

#### **2. Services rendered and information**

We undertake to carefully perform the services promised by us for the trip in accordance with the offer valid at the time of your booking. You should note that all information given about our holidays, whether on our website, social media or otherwise, is intended solely to give you a general idea of the holiday. Information is correct to the best of our knowledge. You will be provided with details of your holiday, including accommodation details and what is included in the price at the time of booking. Changes may subsequently be made and we will notify you of any changes that we become aware of as soon as we are reasonable able to do so, in accordance with these terms and conditions. Café Ciclista reserves the right to change cycling activities based on weather and road conditions and individual abilities of riders.

#### **3. Pricing**

All prices we advertise are accurate at the date published. We reserve the right to change any of those prices from time to time. Government-decreed price increases (e.g. in the

VAT rate) may mean that the price of your package may change after you have booked. However, there will be no change within 30 days of departure. Where the price increase amounts to more than 10% of the offered and confirmed price for the travel arrangement, you have the right to withdraw from the contract free of charge within 5 days following receipt of notification. Payments made by you to us will be reimbursed immediately.

#### **4. Cancellations and changes made by you**

Should you, or one of your party, wish to cancel your booking, you must give us notice in writing. Cancellations will only be accepted from the lead person who booked the holiday. Notice of cancellation will be effective upon receipt by us of your written communication. We can accept no responsibility for cancellation charges arising from correspondence delayed or lost in the post. Cancellation fees will be a minimum of the deposit, and levied in line with the scale listed below (as a % of your total booking price):

- Over 60 days prior to departure – deposit
- 60 to 22 days prior to departure – 50%
- 21 to 15 days prior to departure – 75%
- 14 to 0 days prior to departure – 100%

If, after our booking confirmation has been issued, you wish to make a change to your existing booking, we will try to make the changes subject to availability, but we reserve the right to charge an amendment fee of €50 per booking for each change.

If you end your trip early for reasons which do not qualify as “non-performance of services by Café Ciclista”, no costs for “unused services” will be reimbursed. Any additional costs for returning home early are payable by you.

#### **5. Cancellations and changes made by Café Ciclista**

We reserve the right to change hotels and/or location in circumstances that are beyond our control. In any such event we make every effort to provide for a substitute arrangement of equal value to the extent this is possible.

We reserve the right to change or cancel any holiday, trip, itinerary or part thereof in the event of insufficient numbers needed to operate the holiday. We will advise you of this no later than 14 days prior to departure. Payments already made will be refunded in full. However, you should utilise your insurance cover for any loss you suffer before requesting or accepting a refund from us. No further claims for compensation will be accepted.

#### **6. Your holiday**

Your booking is accepted on the understanding that you accept:

**Enhanced Risk:** Cycling holidays are active holidays; you engage in the sport at your own risk. In no event will Café Ciclista accept any liability for accidents and physical injuries that result from engaging in cycling, including if you are travelling in a group with a group leader.

We cannot guarantee rider safety as rides use public roads, often in mountainous areas, and can include groups of varying abilities. You are personally responsible for complying with all road traffic regulations and wearing a helmet is obligatory. By booking any trip with Café Ciclista you must accept that you could get injured and that your equipment could get damaged.

It is your responsibility to ensure that you are sufficiently fit and healthy to complete your chosen holiday. By confirming your booking you accept that Café Ciclista ride leaders have the authority to prevent you from participating in any part of a ride should they have reasonable concerns about (a) your ability to safely partake in an activity or (b) your physical ability to complete an activity in the required timescale.

If you chose to participate in our group rides, it is necessary that you abide by the authority of the leader(s), who represents Café Ciclista and whose decision is final. Completing our booking form signifies your agreement to this and if you commit any illegal act when on the ride or if in the reasonable opinion of the leader(s) your behaviour is causing or likely to cause danger, distress or annoyance to others we may prevent you from riding or continuing on the ride and any future rides, without any liability on our part.

We cannot guarantee the composition of the riding groups in terms of age, nationality, gender, singles and couples.

Please note that flights and other products you purchase separately do not form part of your holiday package with us.

Travel arrangements to meet a ride or on leaving any bike ride are your responsibility. Any guidance we may provide is simply that and must be checked by you. Any information given by Café Ciclista in regard to climate, clothing, special equipment, etc. is done so in good faith and must be rechecked by you prior to relying on it.

No refund or compensation will be made or given for any unused hotel accommodation services where unused at your discretion or as a result of your action/inaction.

## **7. Medical and special requirements**

We welcome people with restricted mobility, medical or particular care requirements or a disability. We aim to ensure that our services are as accessible as reasonably possible to all. However, in order that we may consider the possibility of making reasonable adjustments, it is important that we are fully informed of any needs, requirements and conditions before any booking is concluded. Please telephone us and we will be happy to discuss availability, suitability and potential reasonable adjustments with you.

If you have special requirements, a risk assessment might be required prior to confirming a booking or allowing participation in guided rides. Please note that we rely on the information you provide to help us anticipate and satisfy your needs. We therefore require you to give us a full and frank description of your needs. You must update us with any change in your circumstances prior to and during your holiday.

Our guides are not medics. As such it may be necessary for you or a member of your party to take responsibility for and to be able to administer or attend to your/their own medical needs or have someone accompany you/them who can do so.

You should inform us immediately, if within 4 weeks prior to your arrival date or during your break, any member of your party has, or develops an infectious or contagious medical condition. If so, we have the right to:

- refuse to accept your booking;
- cancel your holiday; or
- ask any member of your party to leave immediately, should we, in our reasonable discretion consider it necessary to protect the health of others.

## **8. Insurance disclaimer**

You understand and accept that taking part in any trip organised by Café Ciclista is at your own risk and that neither Café Ciclista nor any agent, employee or other client is responsible for your safety. You further accept that Café Ciclista is there only to give route guidance, bike hire and arrange any transfers and/or accommodation. Even though guided rides are offered, you take part in these rides totally at your own risk.

You have been advised by Café Ciclista that you need to be sufficiently fit and not suffering with any illness that could be exacerbated by the types of activities undertaken on the trips and that if in any doubt, you should seek medical advice before making a booking.

You are advised by Café Ciclista that you need sufficient medical travel insurance to cover all medical expenses, loss of earnings, cost of care, any loss or damage to your baggage and equipment, any liability you may incur against a third party and cancellation/curtailment of the trip should you need it.

## **YOU CONFIRM THAT YOU WILL ARRANGE INSURANCE AGAINST SUCH RISKS AND AGREE AND ACKNOWLEDGE THAT FAILURE TO DO SO IS AT YOUR OWN RISK**

You hereby agree that neither Café Ciclista nor its employees or agents will have any liability (whether in contract or tort including negligence) for any loss, damage, injury or death you may suffer in connection with any trip organised by Café Ciclista. This includes but is not limited to theft of bicycles or injury as a result of cycling and in particular injuries sustained as a result of personal equipment which has not been adequately maintained or serviced or for failure by you to wear your cycle helmet. In addition, we shall not be liable for losses suffered related to any business of yours such as lost profits, lost data, loss of contracts, etc, or any other business loss that you may incur as a result of any breach of these terms and conditions.

We shall also not be liable for loss or damage suffered by you which is caused or contributed to by any defect or failure of any travel services not provided by us and for which we could not reasonably be expected to be responsible for.

Furthermore, Café Ciclista is not responsible for any failure by you to take out the appropriate insurance or for any losses suffered by you as a result of you breaching any of these terms and conditions.

Except for those matters for which we do not seek to exclude our liability to you, our total liability to you is limited to twice the basic holiday price per person shown on your invoice or agreed in writing with us.

## **9. Bicycle hire**

Bike hire at Café Ciclista is subject to additional terms and conditions and is presented to you at the time of hire. If you are hiring a bicycle, it will be provided to you in a fit and working state to undertake road cycling. It is your responsibility during the period of cycle hire that the bicycle is maintained in this same state and you undertake not to misuse the bicycle. Any changes in the working condition of the bike should immediately be reported to Café Ciclista staff.

Under no circumstances should you make any mechanical adjustments to your hire bike, other than fixing a puncture. This includes, for example, adjustments to seat posts, saddles, handlebars, bottle cages, gears and brakes. All work must be done by our mechanic or another member of our staff. Any damage incurred by the bicycle during, or after, any mechanical adjustments made by anyone other than a member of our staff will be charged a minimum of €50, more if the damage is greater.

The equipment remains the property of Café Ciclista and you will not sell, hire out or otherwise part with possession of the bicycle. In the case of misuse, we shall be entitled to charge you for any damage caused to the equipment during the period of hire where caused by your act or omission. In the event of breakdown, other than as a result of your misuse, we will use reasonable endeavours to repair or procure the repair of the bicycle.

**We offer an optional €25 insurance charge per rental which covers all accidental damages (not theft).**

You must ensure that the bicycle is adequately secured when not in use and not use the equipment when under the influence of alcohol or drugs.

## **10. Transfers**

If any person is prevented from travelling we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable to the holiday, subject to both persons accepting joint and several liability for full payment of the holiday price and our charge for confirming the transfer and any additional costs arising from the transfer. We must be given reasonable notice of the transfer request, which is considered to be at least 14 days prior to the departure date.

## **11. Data privacy**

For full details regarding our data protection policy, please refer to our Privacy Policy. We will not share your details with any third party except as required by law or regulation.

## **12. Behaviour**

Your behaviour should not be excessive, noisy or disruptive, especially at night. Your behaviour must at all times be appropriate to the culture of the country you are visiting. Offensive or illegal behaviour will not be tolerated and may result in the police being involved. We do not consider offensive or aggressive behaviour or language towards our staff to be acceptable. We may ask you and/or any member of your party to leave immediately if your conduct is considered by us to be inappropriate, likely to cause harm, or impair the enjoyment, comfort or safety of your neighbours, other members of your group, staff and the general public. No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you or any member of your party.

## **13. Photos**

Photographs, likenesses or images of participants secured or taken on any of our trips may be used by the company without remuneration in all media for bona fide promotional or marketing purposes.

## **14. Complaints**

Any complaints regarding your holiday should be made to the management of Café Ciclista who will normally take any necessary action. If at the end of your holiday you feel that your complaint was not dealt with properly and you were not satisfied with the

response, you must notify us of your complaint in writing within one month of completion of your holiday.

### **15. Your safety and security**

Your personal belongings are your own responsibility during your holiday with us. You may not advertise, use, give or resell your holiday or any discount offer associated with it or offer to do so (for profit or otherwise) or use it in connection with a competition, promotion, business and charitable or any similar venture without our prior written consent.

### **16. Accommodation**

Each provider of accommodation may have its own terms and conditions on which they take guests, and you agree to abide by these. You must use the facilities and equipment provided to you with care and keep them in a clean and tidy condition. We reserve the right to charge you for any extra cleaning, missing items or damage.

### **17. Compensation payable by you**

When booking you agree that we have the right either during or after your holiday to recover from you the following costs, including via the credit/charge or debit card used to pay for the holiday or otherwise:

- any compensation that we have to pay to others as a result of your acts or omissions; and/or
- any damage to property or accommodation; and/or
- any other charges or fees that we may incur as a result of your acts or omissions and from any breach of these terms and conditions.

### **18. General**

We may assign our rights and/or obligations under the agreement between us. This will not affect your rights under these terms and conditions. You may not transfer any of your rights or obligations without our prior written consent. You are responsible for the supervision of all members of your party under the age of 18.

If any part of these terms and condition is unenforceable, the enforceability of any other part remains unaffected. A party who is not a party to the agreement between us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract, but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

These terms and conditions constitute the entire agreement between the parties with respect to the subject matter of these terms and conditions. Any waiver by either party of a breach of any provision of these terms and conditions shall not be construed as a waiver of any subsequent breach of the same or any other provision.

### **19. Law and jurisdiction**

This agreement between you and Café Ciclista will be governed by Spanish law and any matter or dispute in connection with this contract will be subject to the exclusive jurisdiction of the Spanish court.