

Booking Conditions

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Summary

We get it, Terms and Conditions can be dull! But they are also important and help make sure you are going to be happy with the trip you are booking and the service you are going to receive. While you will need to ensure you read our full conditions before making a booking, we have summarised here, in plain English, the bits you might be most interested in.

Making a Booking

To make a booking you must complete a booking form on the website, via one of our team on the phone or, by regular mail. We will let you know when we have received your booking by email - or regular mail, if you prefer. Your booking will only be confirmed once you have read, agreed to and accepted our booking conditions and we have taken your deposit, which is when a contract is formed between you and us.

You will receive an invoice showing you any remaining balance due and the date it is due, which is usually between 30 and 90 days before departure, depending on your trip and as advised to you at the time of booking. If your balance is not paid on time, we may have to cancel your booking and retain the deposit that you paid.

Cancellation or transfer by you

If you need to cancel your trip please do so in writing (including email – see our full conditions for details) as soon as possible. Depending on how far in advance you cancel you will be entitled to the following refund:

- Up until your balance due date*: you will forfeit your deposit;
- Between your balance due date and 30 days before departure: a 50% refund of the trip price will be made;
- Less than 30 days before the departure date: no refund will be given.

*You can find your balance due date in the Trip Notes for your holiday, while making an online booking, or on your invoice.

If you need to transfer a booking to another person, or change a person on the booking, you will need to write to us (including by email) with details, at least seven (7) days before your trip. There may be an administration charge to cover the cost of this transfer or change – see our full conditions for further details. The person(s) who you transfer the booking to will also have to fully agree to these Booking Conditions.

Cancellation by us

We will usually only cancel your trip if we feel it would be unsafe to operate it, or circumstances beyond our control mean the trip wouldn't be up to scratch, or we are not able to operate the trip – see our full conditions for details.

We may also have to cancel your trip if we don't reach the minimum number of people we need. If this is the case, we will usually let you know 4-8 weeks before departure (depending upon when you booked), but certainly no later than 20 days.

Hire Bikes and Equipment

If you choose to hire a bike from us, we ask you to treat this with the same care you would with your own. If a bike or any other equipment you hire from us is lost, stolen or damaged you will be liable and charged for a replacement and/or repairs. You won't be charged for any damage which is as a result of fair wear and tear (determining fair wear and tear will be at our sole and absolute discretion).

Our bikes are a key part of our holidays, they are high quality and are often very expensive so please take care of them and follow advice from our guides and other partners about where they should be stored and locked.

Financial Protection

In the event of our insolvency, you are provided with financial protection by The Association of Bonded Travel Organisers Trust Limited (ABTOT). Check out our full booking conditions or visit https://www.skedaddle.com/uk/page/Holiday_Protection/6/view.rails for more info.

Vaccinations and Other Entry Requirements

Please make sure you are fully aware of any entry requirements, or requirements for using any services in your chosen destination. This could include things such as visas, passenger locator forms, testing or vaccinations. If you are unable or unwilling to meet any such requirements you may need to cancel your booking and our standard cancellation charges (above) would apply. Depending on the circumstances you may be able to recover any unrefundable costs from your insurer

Complaints

If you have any problems with any element of your trip, or how we are looking after you, please let us know, at the time, so we can try to fix things. If we can't resolve the issue for you, we will try to agree a suitable resolution.

Full Booking Conditions

A. Our company details

Your contract will be with SADDLE SKEDADDLE LIMITED, Company number 03719782, of The Cycle Hub, Quayside, Newcastle Upon Tyne, NE6 1BU ("we", "us" or "ours").

Contact details:

Tel: [(+44)01912651110

Email: info@skedaddle.com

B. Your contract will be with Saddle Skedaddle Limited and these Booking Conditions, our website terms and conditions of use (where you have made a booking via our website) and our privacy notice (https://www.skedaddle.com/uk/page/Privacy_Notice/425/view.rails), together with any and all documentation that we may send to you from time to time, form your contract with us (the "Contract").

(i) C. In these Booking Conditions references to 'you' and 'your' means the first named person on the booking, who shall be the lead name and all persons named on the booking (including anyone who is later added or substituted), or any one of them, as applicable. The lead name shall be responsible for the administration and correspondence in regard to the booking and warrants that they have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the passengers named in the booking. In making a booking with us, the lead name is regarded as having read, understood and agreed to these booking conditions on behalf of themselves and everyone else in the booking and shall be liable for: the full payment of any deposits, in addition to any outstanding balances;

(ii) the payment of any amendment fees or cancellation charges;

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(iii) confirming all travelling passenger details to us including, without limitation, the size of bikes that each person in your booking requires, the room arrangements that your booking require and, where you have booked transfers with us, details of your outbound and inbound travel arrangements. If this information is not provided to us within the requested timescales, then we may not be able to provide or perform your booking, in whole or in part;

(iv) the passing on to all passengers of any and all information issued by us, including - but not limited to - copies of our invoices and these Booking Conditions; and

(v) the conduct of the persons in the booking (see clauses 13 (Our Liability) and 11 (Behaviour)).

D. If your booking comprises a combination of travel services which is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations, you will benefit from all applicable rights applying to packages. Saddle Skedaddle will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Saddle Skedaddle has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that we become insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/uksi/2018/634/contents/made>.

1. Making a Booking

1.1 Prior to making a booking please read the trip website description, trip notes and these Booking Conditions in full. If you have any questions please contact us for clarification. Please keep a copy of these Booking Conditions for your records.

1.2 To make a booking you must have read, understood and agreed to these Booking Conditions, be over 18 and send us, whether by regular mail or via our website, a completed booking form and the required deposit(s) for each person in your booking. If you book by phone you will be sent a link to these terms and conditions by e mail. We will acknowledge receipt of your booking request by email. The Contract between us shall come into existence once we have issued a confirmation email to you and we have received your deposit(s) in cleared funds. We reserve the right not to accept your booking at any time up until we have issued a confirmation invoice to you and, in this event, we will refund any deposit(s) that you have paid to us. If you notice any errors or incomplete information regarding your booking on the email or in your Account on the Skedaddle website, please contact us at info@skedaddle.com to correct these.

1.3 We will invoice you for the balance of your trip, which you must pay no later than the balance due date displayed on your invoice. This date will be between 30 and 90 days before departure depending on your trip. Information on the balance due date can be found during the booking process, at the bottom of any invoice from us and prior to booking in the Trip Notes for each holiday. If you book later than the balance due date, full payment must be made at the time of booking. If the balance is not paid on time, we reserve the right to cancel your trip and charge you the cancellation charges outlined below and we will also retain the deposit that you paid.

1.4 In the event that twin rooms are not available as part of your booking, due to any of the events as set out in clause 3.1, then we reserve the right to inform you that your booking must be made on a single room basis (rather than twin rooms) and we shall advise you of any additional cost as a result. In the event that we inform you of this change after you have booked, you will have the right to cancel your booking with us and we will refund you any monies that you have paid us.

2. Amendment or Cancellation by you

2. 1 Amending your booking

(i) If you wish to change any part of your booking after we have issued a confirmation email/invoice to you (for example your chosen departure date or accommodation), the lead name on the booking must inform us in writing by email as soon as possible and the effective date of any change shall be the date that we receive written notification from you. Whilst we will do our best to make the requested changes to your booking, it may not always be possible to do so. Where we can make the requested changes, you will be required to pay an administration charge, per change (which will be communicated at the time), in addition to any further costs or charges that we incur (whether from our suppliers or otherwise) in making the changes to your booking. You should be aware that these costs could increase the closer to the departure date that changes are made and you should therefore contact us as soon as possible.

(ii) It may not be possible to change certain elements of your booking (e.g. transfers, excursions, upgrades, etc.) and, where you have requested for any of those elements to be changed, a cancellation charge of up to 100% for that element of your booking may be charged.

(iii) If the amendment results in fewer people in your booking, then the total price payable for the booking will be adjusted accordingly based on the lower number of people in the booking, which may result in an increase in price per remaining person. Cancellation fees will also be payable in regard to the people who have cancelled their place in the booking. If a cancellation brings the total number of people in the booking below the minimum number required to qualify for any discount in price or a concession for any accompanying adults, the total price and concessions may be adjusted accordingly.

(iv) You can transfer a booking to another person, who satisfies all the conditions that apply to the booking, by the lead name giving us notice in writing as soon as possible and in any event no later than 7 days before your departure. Both the previous person in the booking and the person to whom the booking is being transferred to will be responsible for:

- (a) full payment of the trip price; and
- (b) our charge for confirming the transfer; and
- (c) any other reasonable additional costs that we may incur arising from the transfer.

In addition, the person(s) who the booking is being transferred to shall agree to these booking conditions and the Contract.

2.2 Cancelling your booking

(i) If you wish to cancel your trip after we have issued a confirmation invoice/email to you, the lead name on the booking must inform us in writing by email as soon as possible (including by email to info@skedaddle.com) and the effective date of any change shall be the date that we receive written notification from you.

(ii) In this event and since we incur costs in cancelling your booking, you will be liable for the following cancellation charges:

- Up until your balance due date*: you will forfeit your deposit;
- Between your balance due date to 30 days before departure: a 50% refund of the trip price will be made;
- Less than 30 days before the departure date: no refund will be given;

*You can find your balance due date in the Trip Notes for your holiday, while making an online booking, or on your invoice.

Where the cancellation charge is less than the deposit, the deposit shall be charged.

(iii) If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim some or all of these charges.

3. Amendment or Cancellation by us

3.1 Amending your booking

(i) Occasionally we have to make changes to your booking and it is a term of your Contract with us that we are able to make changes to any aspect of your booking at any time. Most changes will be minor and will be advised at the earliest possible date. Minor/insignificant changes which would include change of accommodation to another of the same or higher standard, In the event of a minor change, we shall not be liable to pay you any compensation.

(ii) If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your booking we will inform you as soon as reasonably possible, if there is time before your departure, and you will have the choice of (a) accepting the change; or (b) accepting a suitable alternative where we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (c) having a refund of all monies paid, if we are not able to offer an alternative that is sufficiently comparable. We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.

3.2 Cancelling your booking

(i) We reserve the right to cancel your booking, however, we will not cancel less than 20 days before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the booking to go ahead has not been reached. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required for the booking to go ahead will be provided to you at the time of booking, along with the time limit for us to tell you if your booking has to be cancelled due to the required minimum numbers not being reached.

(ii) If your booking is cancelled (except in the case where you have failed to pay the balance by the due date) you can either have a refund of all monies paid or accept an alternative booking of comparable standard from us, if we are able to offer one (we will refund any price difference if the alternative is of a lower value).

(iii) Pursuant to clause 3.2(i), if we have to curtail your trip after you have departed due to unavoidable and extraordinary events, then we may make a partial refund of the cost of your booking to you, but only where we are able to obtain refunds from our third-party suppliers. In this event, we reserve the right to retain from any refund made to you an amount sufficient enough to cover the costs that we have incurred in relation to organising and administering your trip.

(iv) Subject to clause 4 below, you may be able to claim from your travel insurance where you have suffered loss and a refund is not available from us.

4. Insurance

4.1 It is a condition of your Contract with us that you have adequate travel insurance that is effective from the date that you make your booking with us. You must be satisfied that your insurance fully covers all your personal requirements including, without limitation, , baggage, personal belongings, equipment (including, without limitation and where appropriate, bicycles and helmets intended for your use whether rented or otherwise), delays (see clause 6 below) full Covid-19 cover, cancellation charges, any pre-existing medical conditions, medical expenses and the cost of repatriation should you become too ill to continue with your trip. In the event you do not have sufficient coverage for all of these elements you remain liable for any costs, including loss or damage to equipment such as hire bike.

4.2 There is insurance designed for the type of trips we offer and we recommend you purchase insurance with this level of cover. Any claims concerning matters for which you are insured must be directed to your insurers.

4.3 It is your responsibility to ensure you arrive at the start of the Saddle Skedaddle itinerary within a reasonable time to commence the pre-booked tour, as we cannot refund you in the event that you are late or unable to commence the tour, or for any other event that is not provided for in these Booking Conditions.

5. Prices

5.1 We are able to change the price of your booking after you have booked as a result of changes: (i) in the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources; (ii) in the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or (iii) to exchange rates relevant to your booking. However, there will be no change to the price of your booking within 20 days of your departure.

5.2 We will absorb (and you will not be charged for) any increase of 2% or less of your booking price and, conversely, we will not refund any decrease in booking price of 2% or less.

5.3 You will be charged for any increase over 2% and, if the increase in price is more than 8% of your booking price, you will have the option of (i) accepting the price difference and paying the additional amount due; or (ii) accepting a change to another booking if we are able to offer one (we will refund any price difference if the alternative is of a lower value); or (iii) cancelling your booking and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice.

5.4 Should the price of your booking go down by more than 2%, then any refund due will be paid to you, minus our administration costs (which may cancel out any refund due to you). Please note that travel arrangements are not always purchased in local currency and some apparent changes have little or no impact on the price of your booking, due to contractual arrangements and other protections in place.

5.5 We reserve the right to amend the price of any unsold travel arrangements at any time.

5.6 Should you wish to use one of our trips as a gift, prize, part of a reward programme or other promotion, you must contact us before making the booking. We will detail any special requirements that shall apply and, by proceeding to making the booking with us, you will be deemed to have accepted any special requirements as notified to you.

5.7 You may not advertise, use, give or resell your trip - 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 or charity, or any other similar venture, without our express advance written permission.

6. Your Trip

6.1 In making your booking with us, you accept:

- (i) the risks and hazards of such a trip, including the dangers inherent in cycling either on the road or off the road, the dangers inherent in the other activities included in our other trips, the dangers of foreign travel, especially to countries that are less developed, are politically unstable or are subject to natural hazards, and any risks that result from (among other things) changes of local politics, adverse weather conditions, the poor condition of the highways, border restrictions, terrorism and disease; and
- (ii) the potential for (among other things) delays, alterations, loss or damage to property, inconvenience and discomfort.

6.2 Passport, Visa, Immigration and Health Requirements

- (i) It is your responsibility to check and comply with any travel, passport, visa, entry, health, vaccination, testing and immigration requirements applicable to your booking. Requirements change on a regular basis and you must therefore continually check and monitor the requirements up to your date of return, both in regard to the countries to which you are travelling to or through - and any requirements on your return to the UK or other home country.
- (ii) In addition to the relevant embassies and/or consulates, information can also be found on the following websites:

NaTHNaC (<https://travelhealthpro.org.uk/>)

Brexit (<https://www.gov.uk/visit-eu-switzerland-norway-iceland-liechtenstein>)

GHIC: (<https://www.gov.uk/global-health-insurance-card>)

Passports: (<https://www.gov.uk/apply-renew-passport>)

<https://www.gov.uk/government/organisations/department-for-transport>

<https://www.gov.uk/government/organisations/department-for-education>

For residents of the USA, we recommend you check the State Department advisories

at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html> .For residents of Canada, we recommend you check the

Canadian government position at: <https://travel.gc.ca/travelling/advisories>

(iii) We do not accept any responsibility or liability if any member of your booking cannot travel because they have not complied with any travel, passport, visa, vaccination, testing or immigration requirements or are not in possession of necessary travel documentation (including, without limitation, vaccination certificates, testing kits and any other required documentation). Information on where to find the best advice on vaccination requirements are available in your trips notes and other pre departure information. Please check these before booking to ensure that you comply with any recommendations prior to booking. Allow suitable time to obtain any vaccinations and/or attend any consultations with your local GP.

(iv) Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year from date of issue, you should check with the Embassy of the country you are visiting.

(v) You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any such requirements.

6.3 Flexibility and changes after departure

(i) There is a natural need to be flexible in a trip of this kind. The day to day agenda and ultimate aim of the trip is taken as an objective and not as a contractual obligation and it is a condition of your Contract with us that you accept this flexibility, and acknowledge that delays and alterations and their subsequent results, such as inconvenience or discomfort, or disappointment, are possible.

(ii) Therefore if, after departure, we are unable to provide a significant proportion of the services we had agreed to provide as part of our Contract with you, we will act reasonably to make suitable alternative arrangements.

6.4 Group composition

We cannot - at any time - guarantee the composition of the group in terms of age, nationality, gender, singles and/or couples, in accordance with our equality and data protection policies.

6.5. Other products and/or services not provided by us

(i) Please note that flights and other products and/or services that you purchase separately, and not through us, do not form part of your Contract with us. Your contract will be with the provider of the product and/or service and not with us - and we shall not be responsible or liable for the provision of any such product and/or service or for anything that happens during the course of its provision by the operator.

7. Your liability

(i) Any and all travel arrangements to meet the tour/trip or on leaving any tour/trip, are your responsibility. Any guidance we may provide is simply that - and must be checked by you.

(ii) Our responsibility to you does not commence until the appointed time at the designated meeting point. If you fail to arrive there at the appointed time for whatever reason, we will not be responsible or liable for any damage, loss, cost or other expenses incurred by you to meet up with the group.

(iii) No refund or compensation will be made or given for any unused hotel accommodation, services or features of the trip which were unused (for whatever reason) by you, or members of your booking, or anyone on the trip/tour.

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8. Disabilities and medical conditions

If you or any member of your booking has any specific medical condition, disability or reduced mobility which may affect your chosen travel arrangements then you should provide us with full details at the time of booking and before we issue our booking confirmation to you, so that we can advise as to any suitability or otherwise of the chosen arrangements.

The lead name on the booking must also promptly update us of any changes that may occur after booking but prior to departure. If we reasonably feel unable to properly accommodate the particular needs of the person concerned, we must reserve the right to inform you of this.

9. Special Requests

9.1 Any special requests must be advised to us at the time of booking. Whilst every effort will be made to arrange any reasonable special requests, we cannot guarantee that they will be fulfilled and any failure to arrange a special request on our part shall not be deemed as being a breach of our Contract with you. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. We reserve the right to decline any booking that is conditional upon any special request being met.

9.2 We provide comprehensive information on the level of challenge presented by each holiday through our grading system, as well as providing the daily distances, description of the terrain and in many instances the amount of climbing. The difficulty of the trip may be affected by the surfaces/terrain and require a level of specific skill to complete safely. It is your responsibility to ensure you have read and understand all of the available information before making a decision to book a trip. Please telephone us if you would like to discuss your suitability for the tour, including if you have any special requests as outlined above.

9.3 Subsequent to your booking under 9.2, we reserve the right to prohibit you from undertaking elements of the holiday if we feel it would be detrimental to your safety, or the safety of others in the group. We may also prohibit your participation in certain activities if we feel you could not complete them within the time allotted as part of your itinerary. Any additional requirements you may have because of any inability to complete the activity safely within the allowed time would be at your expense.

9.4 You should inform us immediately if within 4 weeks of your arrival date or during your trip, any member of your party has or develops an infectious or contagious illness or medical condition. There may be local requirements which would prohibit you from joining, or continuing your trip under these circumstances. In the absence of such laws we will discuss the best solution with you, keeping in mind your safety, as well as the safety of our other customers and staff.

10. Behaviour

10.1 All people travelling with us are to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other guests. If in our reasonable opinion or in the reasonable opinion of any other person in authority, your behaviour or that of any member of your booking is causing or is likely to cause distress, danger or annoyance to any third party (including but not limited to being threatening, discriminatory sexually inappropriate or abusive, upsetting, annoying or disturbing any other traveller, our staff or agents or putting any of them in danger) or damage to property, or to cause a delay or diversion to transportation, we reserve the right to consider your booking to have been cancelled by you with immediate effect. In this event our liability to you will cease and you and the people in your booking will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or the people in your booking and will not be liable for any damage, loss, refunds expenses, or other costs incurred by you as a result including, without limitation, any return travel arrangements, the costs of cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

10.2 If you cause damage to the accommodation in which you are staying, hire bikes, vehicles or other equipment, you must fully reimburse the supplier concerned for the cost of the damage before the end of your stay (in reference to accommodation) or trip (if the cost has been established by then) or as soon as it has been established (if later). You must also indemnify us for the full amount of any claim (including all legal costs) made against us by the accommodation or any third party as a result. We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking or with us.

10.3 The lead name and any adults accompanying the group shall, at all times:

- (i) ensure that the party reaches any departure points on time;
- (ii) ensure that all people in the booking comply with any and all Covid-19 requirements during the trip
- (iii) ensure that the group takes into account their personal safety whilst in destination so as not to put themselves or others at unnecessary risk including, without limitation, ensuring that the group members:
 - a) take care when out during the hours of darkness;
 - b) do not go out alone;
 - c) do not put themselves in risk situations;
 - d) are not intoxicated or under the influence of any other illegal or dangerous substances and, in any event, shall not permit anyone under the age of 18 to consume alcohol; and
 - e) are aware of their behaviour and actions in the context of their surroundings.
- (iv) ensure that no members of the group smoke in any smoke-free places or behave in any other way which may cause a fire hazard;
- (v) ensure that the group or any members of the group comply with all relevant laws;
- (vi) ensure that the group or any members of the group abide by the authority and instruction of the SADDLE SKEDADDLE LIMITED leader, whose decision in all matters relating to this clause 11, shall be final.

10.4 No refunds, loss, cost, damage or compensation will be given in any of the circumstances set out in this clause 10 - and we reserve the right not to accept any future bookings from you or any member of your party pursuant to your or a member of your group's breach of this clause 10.

11. Unavoidable and extraordinary circumstances

11.1 Except where otherwise expressly stated in these booking conditions we will not be liable for any damage, loss, costs or other expenses incurred by you - or pay you compensation - where the performance or prompt performance of our Contractual obligations to you are prevented, or affected by, or you otherwise suffer any damage, loss or expense of any nature, as a result of unavoidable and extraordinary events.

11.2 Unavoidable and extraordinary events are events that neither we nor the suppliers of any service(s) in question could, even with all due care, foresee or avoid. Such events include, without limitation, war (whether actual or threatened), civil unrest, riot, strife, terrorist activity and/or its consequences or the threat of such activity, health risks, infectious disease, epidemics and pandemics and government measures to combat such outbreaks, riot, the act of any government or other national or local authority or the act of any airport, port or river authorities, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion; flight or other travel restrictions imposed by any government, regulatory authority or other third party; industrial dispute, sanctions, lock closure, natural or nuclear disaster, fire, flood, adverse weather conditions, volcanic eruption, chemical or biological disaster, consequences of Brexit and all similar events outside our or the concerned supplier's control.

12. Our liability to you

12.1 Under the Package Travel and Linked Travel Arrangements Regulations 2018, we are responsible for the proper performance of the package. However, you must inform us without undue delay of any issues with any of the travel services included in your booking - please see clause 14 (Complaints) for how to make a complaint in destination.

12.2 We shall not be liable for any injury, illness, death, damage, loss (whether direct or indirect and howsoever caused), expense, cost or other sum or claim of any description whatsoever arising from:

- (i) the acts and/or omissions of the person affected or another/any member of your group;
- (ii) the acts and/or omissions of a third party unconnected with the provision of the travel services included in your booking that are unforeseeable or unavoidable;
- (iii) unavoidable and extraordinary circumstances which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken;
- (iv) any loss or damage you incur that relates to any business activity (including without limitation loss of earnings);
- (v) any loss or damage that relates to any services that you may have entered into separate contracts for with other providers/suppliers and which do not form part of our Contract with you (including, without limitation, any additional services or facilities booked and arranged by you directly, including any activity, tour or excursion you purchase in destination from a third party) and/or any services provided near to where you are staying such as water sport providers, beach vendors, shops, massage and other spa therapies, sporting facilities, sightseeing flights or any other outdoor activities;
- (vi) any damage, loss or expense or other sum(s) of any description which on the basis of the information given to us by you concerning your booking prior to it being confirmed, we could not have foreseen you would suffer or incur if we breached our Contract with you;
- (vii) any damage, loss or expense or other sum(s) of any description pursuant to clause 13 (Covid-19); and
- (viii) the theft of bicycles or injury as a result of you cycling either on or off road and, in particular, any injuries as a result of either inadequately maintained and/or serviced personal equipment, or failure by you to wear the correct safety equipment (including cycle helmets).

12.3 Any activities, restaurants and/or other venues that we may refer to are not under our direct control and have not been inspected by us. Therefore any mention of them is merely an indication that these facilities have proved popular with other guests and are not a personal recommendation by us, nor can we accept any liability for any damage, loss, cost, expense or other sum(s) of any description arising out of or as a result of any such activities, restaurants and/or other venues.

12.4 Our Contract with you and the laws and applicable standards of the country in which your claim or complaint occurred will be used as the basis for reviewing your complaint. If the particular travel services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the travel services will be treated as having been properly provided. This will be the case even if the travel services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK.

12.5 Our liability, except in cases involving death, or personal injury as a result of our negligence, or the negligence of our suppliers who provide some of the services that form part of your Contract with us, shall be limited to a maximum of three times the cost of your travel arrangements (excluding any amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under any conditions of carriage or International Conventions.

12.6 We are to be regarded as having all benefit of any limitation of compensation contained in these booking conditions in addition to any applicable International Conventions (including, without limitation, the Montreal Convention, the Athens Convention, the Berne Convention and the Paris) and any limitation of liability provided for in any applicable conditions of carriage of the transport companies that provide the travel services that make up your booking (e.g. airlines, boats, ships, inland waterways, trains). Any such terms shall be incorporated into your Contract with us and will apply to you on that journey. Please note that strict time limits may apply for notifying of loss, damage or delay of luggage to airlines. You can ask for copies of the travel service conditions of carriage or the international conventions from us.

12.7 We sell certain trips that bear the name of, Traidcraft and other such organisations that we work with from time to time (the "Organisations"). Your Contract for any such trip package is exclusively with us and as such none of the Organisations have any liability to you under these conditions, whether or not you decide to take this trip as

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a result of any introduction from such an Organisation. Any claim you wish to make under these Booking Conditions should be made to us and not the Organisation in question.

12.8 In some instances, we are also able to offer assistance and reserve certain experiences and activities for you, for which you pay locally in resort. In these circumstances, we only act as a booking agent for the operator of the excursion or activity concerned. Your contract will therefore be with the local operator which provides it and it does not form part of your Contract with us. Your contract with the operator will be subject to the local operator's terms and conditions of contract, some of which may exclude or limit their liability to you, and will be subject to local standards and regulations, as well as being governed by local law and subject to the local jurisdiction. Saddle Skedaddle cannot accept any liability for any damage, loss, cost, expense or other sum(s) of any description, or for any breach of contract, negligent act or omission of any excursion/activity provider that you contract with outside of your booking with us.

12.9 Any information given by us in regard to climate, clothing, special equipment, topography etc. is done so in good faith and must be rechecked by you prior to relying on it.

13. Covid-19:

(i) We both acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on holiday.

(ii) We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

a. If you, or anyone in your booking party, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

(i) Postponing your holiday to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your holiday, as well any increase in cost imposed by other suppliers);

(ii) If not everyone on the booking is affected, you will have the right to transfer your place on the holiday to another person nominated by you, subject always to the requirements of clause 2.

(iii) Cancelling your holiday, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance.

If this happens whilst you are on your holiday, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your holiday, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

b. You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the holiday, or that portion of the holiday.

(iii) You also acknowledge that the suppliers providing your holiday, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of facemasks by staff (and you may be required to wear a facemask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, testing, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the holiday and all measures will be taken with the purpose of securing your safety and those around you.

14. Complaints

14.1 Any complaints regarding the trip should be made to the tour leader and/ or local representative who will normally take the appropriate action. If you aren't satisfied with how your complaint is resolved you should call the 24hr contact number provided as part of your pre-holiday information, whilst in destination. If at the end of the tour, 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 28 days of the actual completion date of the tour, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. If you fail to follow the requirement to report your complaint whilst in destination, we will have been deprived of the opportunity to investigate and rectify your complaint, and this may affect your rights under this Contract.

14.2 Where any payment is made by us in regard to a claim, the person(s) receiving it (and their parent or guardian if under 18 years) agrees to assign to us or our insurers any rights they may have to pursue any third party and must provide us and our insurers with all assistance we may reasonably require.

14.3 Where you make a claim against us, you agree to assist us by, at the earliest opportunity and where applicable:

- (i) providing us with details, in writing, of your loss and the circumstances which led to it; and
- (ii) providing us with formal reports and/or documents, such as a police or doctor's report; and
- (iii) fully co-operating with us if we, or our insurers, require further information

14.4 If, despite our best efforts and having followed the above procedure for reporting and resolving your complaint, you feel that it has not been satisfactorily settled, we recommend that it is referred for arbitration under the ABTOT Travel Industry Arbitration Service. An Independent Arbitrator will review the documents relating to any complaint and deliver a binding decision to bring the matter to a close. A fee is payable by each party when an application for arbitration is submitted. Details of this scheme are available from The Travel Industry Arbitration Service, administered by:

Dispute Settlement Services Ltd.
9 Savill Road
Lindfield
West Sussex
RH16 2NY
E-mail: admin@disputesettlementservices.co.uk

This scheme cannot however decide in cases where the sums claimed exceed £5,000 per person or £10,000 per booking, or not solely or mainly in respect of physical injury or illness or the consequences of such injury or illness, or solely or mainly in respect of a discrimination claim or any claim under the Equality Act.

14.5 We are a member of ABTA, membership number Y6297. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

15. Additional Assistance:

We will provide appropriate assistance in the event that you or a person in your booking experience difficulty whilst in destination, in particular, by providing information on health services, local authorities and consular assistance; and helping you to make any necessary phone calls/emails and find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused intentionally by you or a person in your booking, or as a result of your negligence.

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16. Information

16.1 We endeavour to ensure that all the information and prices both on our website and in our promotional materials are accurate, however, occasionally changes and errors occur and we reserve the right to correct prices and other details in any such circumstances and at any time. You must check the current price and all other details relating to the travel arrangements that you wish to book before you make your booking. We will not be liable for booking errors which are attributable to you and, should you subsequently need to amend a booking that we have confirmed, amendment charges shall apply. If a price on our booking confirmation, website or promotional material is obviously incorrect, a booking made on that price will not be valid and we reserve the right to cancel the booking, unless you wish to pay the correct price.

16.2 You will be provided with an itinerary for your trip giving details such as, the type of accommodation used, what is included in the price, passport and visa requirements, and health formalities. Changes in all of these items may be made at any time and we will notify you of any changes that we become aware of as soon as we are reasonably able to do so. For most trips we publish detailed trip notes which contain up-to-date definitive information about the trip, and which will be sent on request or can be downloaded from your account area on our website. You should ensure that you are fully aware of the contents of the trip notes before booking. In all cases the trip notes should be considered as being more up to date than the website, so it is your responsibility to ensure you are aware of, and agree to, the contents before your trip. The information and conditions relating to your trip (and extension/ options where applicable) contained in the trip notes will be deemed to be part of the contract between us, and you should therefore read them carefully.

17. Safety and Security

17.1 Your personal belongings are your own responsibility during your trip with us. You should be aware the police have notified us that personal cycles are particularly vulnerable to theft.

17.2 Activities which take place out of doors are provided subject to appropriate weather conditions prevailing at the time the activity is to take place.

17.3 You must ensure that any activity or facility selected by you or any member(s) of your party is suitable for those who are taking part and that you have adequate insurance for the activity, pursuant to clause 5.

17.4 You are required to follow any safety advice provided to you including wearing a cycle helmet when cycling.

17.5 You are not permitted to bring with you, or use, any shotgun, knife, firearm, air weapon, archery equipment, fireworks (including sparklers), illegal substances or any other similar item, under any circumstances.

18. Equipment and Accommodation

18.1 Each accommodation provider may have additional requirements on which they accept guests, and you agree to abide by these as part of your Contract. This may include elements found in section 13.

18.2 You are expected to use the equipment (that shall include, without limitation, bikes) and facilities provided to you with care and to keep them in a clean and tidy condition. We reserve the right to charge you for any extra cleaning, missing items or damage and you agree to indemnify us for the same.

18.3 You agree to allow us, our agents or staff to enter your accommodation for the purposes of, without limitation, carrying out essential inspection, maintenance work, housekeeping or repairs.

18.4 If bringing your own equipment on one of our trips, please ensure that it is adequately maintained and insured. We will take all reasonable care when transporting equipment in destination, however we are not responsible for any damage caused to equipment by a third party unconnected with the provision of the services

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under this Contract, whether such damage is caused during the trip or while the equipment is in transit to/from the destination.

18.5 Advance booking and payment is necessary to reserve and/or rent any equipment.

18.6 The equipment, including bikes and all accessories supplied, is let out to rent. The bikes and other equipment remain our property and you will not sell, hire out or otherwise part with the possession thereof.

18.7 You undertake not to misuse the bikes or other equipment and to return it with all accessories in the same condition as it was when received by you (ordinary wear and tear excepted). We shall be entitled to charge you for any damage caused to the bikes or other equipment during the period of rental caused by your acts and/or omissions. In the event of a breakdown, other than a result of your misuse, we will use reasonable endeavours to repair or procure the repair of the equipment without additional cost to you.

18.8 In the event of the equipment being stolen or lost, you agree to indemnify us for the cost of the replacing any such equipment, which shall amount to a sum not less than £250 or the USD equivalent. However, should the equipment subsequently be returned in a satisfactory condition, we will refund you within 14 days. Equipment in this instance includes hire bikes, the full replacement value of which may vastly exceed the minimum amount listed above.

18.9 You must ensure that (i) the equipment is adequately secured when not in use; (ii) not use the equipment while under the influence of alcohol or drugs; and (iii) immediately notify us in the event of the breakdown or loss of the equipment.

19. Financial Protection

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel and Linked Travel Arrangements Regulations 2018 for Saddle Skedaddle Limited (no.5111), and in the event of their insolvency, protection is provided for the following:

(i) non-flight packages

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportations was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Saddle Skedaddle.

In the unlikely event that you require assistance while abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company.

20. Data Protection

Our privacy policy sets out what personal data we collect about you, how and why we use it, who we disclose it to, and how we protect your privacy in accordance with the UK GDPR:

[https://www.skedaddle.com/uk/page/Privacy_Notice/425/view.rails]

It is possible that photographs or video may be taken for inclusion in our brochure or website or for other promotional purposes. By booking with us and, unless you tell us otherwise, you consent to us using any such photographs or video without charge (whether current or in the future). Where it is practical to do so, we will seek the consent of any persons who are prominently included in any shots. Consent will not generally be sought from persons who only appear in the background and are not identifiable. No persons will be identified by name. Our privacy policy includes provision for your being able to contact us to withdraw your consent to any further such use, as from receipt of your notice to that effect.

21. General

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2 We may transfer and / or assign our rights and / or our obligations under these booking conditions. This will not affect your rights under this Contract.

21.3 If either you or we breach this contract and the party not in breach ignores this, the party not in breach will still be entitled to use its rights and remedies at a later date.

21.4 If any part of these Booking Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other clauses and the remainder of the provision in question shall not be affected.

21.5 A person who is not a party to this contract has no right 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.

21.6 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa and words importing any particular gender shall include all other genders.

22. Variation

These booking conditions may be varied by us at any time and at our sole discretion. Any new booking conditions will be published on our website and will have immediate effect. You will find previous versions of our booking conditions at the bottom of this page

23. Law and jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your Contract or booking will be dealt with by the exclusive jurisdiction of the Courts of England and Wales.

Updated 11 March 2022

If you would like to see previous versions of our Booking Conditions you can find them below:

2019 to 14th September 2020

15th September 2020 to 23rd January 2022

24th January 2022 to 9th February 2022

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