

## Booking Conditions

### 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 is only confirmed once you have agreed to our booking conditions (the "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 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.

If you need to transfer any 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 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.

### 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](https://www.skedaddle.com/uk/page/Holiday_Protection/6/view.rails) for more info.

## **Complaints**

If you have any problems with any element of your trip, or how we are looking after you, please let us know as soon as possible 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. All trips are provided by Saddle Skedaddle Limited (company number 03719782), whose registered office is at The Cycle Hub, Quayside, Newcastle Upon Tyne, NE6 1BU ("the Company", "Saddle Skedaddle" "we", "our" or "us") and are sold subject to the following Booking Conditions:
- B. Your contract will be with Saddle Skedaddle Limited and these Booking Conditions and our privacy notice ([https://www.skedaddle.com/uk/page/Privacy\\_Notice/425/view.rails](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"). You should therefore read and have agreed with these Booking Conditions before making a booking with us.
- C. References to 'you' means 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 first named person on the booking (the 'Lead Name') is responsible for the administration of the trip and warrants that they have the authority to make the booking (and any amendments) on behalf of all the passengers in the booking and shall be liable for :
  1. The full payment of any deposits, in addition to any outstanding balance;
  2. The payment of any amendment fees or cancellation charges;
  3. confirming all travelling passenger details to us;
  4. 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.
- 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 it becomes 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/ukxi/2018/634/contents/made>.

## **1. Making a Booking**

**1.1** Prior to booking please read the trip website description, tour dossier 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 agree to these Booking Conditions, be over 18 and send us, whether by regular mail or via our website, a completed booking form and non-refundable deposit for each person. We will acknowledge receipt of your booking request by email. If you notice any errors regarding your booking on the email, please contact us at [info@skedaddle.com](mailto:info@skedaddle.com) to correct these. The Contract will only be in place between you (and all persons named on the booking form) and us once your deposit has cleared and we have issued you with confirmation of this, by email. The date on the confirmation email will be the date the contract is formed.

**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.

**1.5** In order for us to make, provide and perform your booking, the Lead Name shall be required to provide us with certain information that shall include, without limitation, the size of bikes that 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.

## **2. Cancellation by you**

If you wish to cancel your trip, this must be done by the Lead Name passenger, in writing (including by email to [info@skedaddle.com](mailto:info@skedaddle.com)). In this event, you will be liable for the following cancellation charges:

- (i) Up until your balance due date\*: you will forfeit your deposit;
- (ii) Between your balance due date to 30 days before departure: a 50% refund of the trip price will be made;
- (iii) 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.

## **3. Cancellation by the Company**

**3.1** We may cancel your trip including in the following circumstances:

- i. where extraordinary or unavoidable circumstances arise (events of "Force Majeure"); that shall include – but not be limited to - war, riot, civil or political unrest, terrorism (and their consequences), acts of god, floods, earthquakes and other disasters (including nuclear), fires/explosions, adverse weather conditions, epidemic or pandemic (including risks to health), airport closures or flight cancellations/alterations, industrial disputes, strikes or other industrial action, problems that may arise with transport and governmental decisions and acts (including FCO advice that may result in restrictions to travel); and/or
- ii. where the minimum number needed to operate one of our trips has not been met. We will advise you of this no later than 20 days prior to departure: and/or
- iii. where you failure to pay your balance by the due date.

**3.2** If we cancel your trip prior to the departure date as a result of clauses 3.1(i) or (ii), we will, where possible, offer you an alternative trip. If the replacement trip is of a lower value we will refund the difference in price to you. If this is not acceptable to you, we will refund all payments you have made to us in respect of your trip.

**3.3** Pursuant to clause 3.1, if we have to curtail your trip after you have departed due to events of Force Majeure, then we may make a partial refund of the cost of your trip 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.

**3.4** Subject to clause 5 below, you should utilise your insurance cover for any loss you suffer before requesting or accepting any refund from us

## **4. Transferring a Booking**

In the event that you wish to transfer the entire booking to another person or, if any person in a booking is prevented from travelling and you wish to replace them with another person, we will agree to transfer the booking or individual's place to another person(s) who satisfies all the conditions applicable to that holiday booking, subject to us being notified of such request to transfer by the Lead Name.

In this event, both the Lead Name and the new passengers shall accept joint and several liability for:

- (i) full payment of the trip price; and

(ii) our charge for confirming the transfer; and

(iii) 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 Conditions of Booking and the Contract.

We must be given reasonable notice of the transfer request, which is considered to be at least 7 days prior to the departure date.

## **5. Insurance**

**5.1** To take part in our trips you must have adequate insurance cover from the time of your booking, that shall include but not be limited to, baggage, equipment (including, without limitation and where appropriate, bicycles and helmets intended for your use whether rented or otherwise), delays (see clause 5.3 below) medical expenses and the cost of repatriation should you become too ill to continue with your trip.

**5.2** 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.

**5.3** 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.

## **6. Prices**

**6.1** Prices quoted in our brochure, on the website or anywhere else in our literature are a guide only and may change at any time up to the point a Contract is formed between us. All prices include VAT at the appropriate rate. Subject to clause 6.3, we reserve the right to increase the price of your confirmed trip, where the cost to us of providing you with the trip package increases as a result of:

(i) the level of taxes or fees on travel services included in your trip package imposed by third parties not directly involved in the performance of the package, including tourist taxes, landing taxes or embarkation/disembarkation fees at ports and airports; and/or

(ii) a rise in the cost of fuel or other power sources; and/or

(iii) exchange rate fluctuations. Any such fluctuations will be calculated in comparison to a base rate of £1 = US\$1.25, £1 = Euro 1.10, obtained at 07 September 2019.

**6.2** In these events, we will provide a clear explanation of where we have to increase the price of your trip. We will not make any such increase to the basic cost of your trip within 20 days of your trip start date. We will also absorb all such increases where they amount to less than 2% of the total cost of your trip and, similarly, we shall not pass on any savings where the cost of your trip may decrease by up to 2%. The 2% excludes any amounts for insurance or any cancellation costs/charges.

**6.3** If we have to increase our prices by 8% or more you will be entitled to cancel your booking with us and receive a full refund of the monies that you have paid to us, with the exception of any payments made by us on your behalf for insurance. If our prices decrease, you will be entitled to a refund of the amount by which your trip prices decreases, less any applicable insurance premium(s).

**6.4** 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.

**6.5** 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.

## **7. Your Trip**

**7.1** 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.

**7.2** It is your responsibility to satisfy yourself before booking that you have researched your destination, made an informed decision to travel and taken all necessary precautions. You can obtain travel advice from the British Foreign, Commonwealth & Development Office at <https://www.gov.uk/government/organisations/foreign-commonwealth-development-office>

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>

**7.3** 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. Subject to this clause 7.3 and clause 7.4 below (in the case of changes following departure), it is a fundamental condition of booking that you accept this flexibility, and acknowledge that delays and alterations and their subsequent results, such as inconvenience or discomfort, or disappointment, are possible.

If there is a significant change to essential terms of your trip after booking, but before your departure date, we will notify you of these changes as soon as possible. If you are not satisfied with these changes we will work with you to find a practical alternative. If you are not satisfied with the alternatives we may be able to provide, you will be entitled to cancel your booking without penalty and receive a refund of any money you have paid to us. No refund will be provided for services not booked with us (e.g. travel costs - including flights costs).

**7.4** 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.

**7.5** Subject to clause 9, in agreeing to these Booking Conditions you agree that, on any of our trips it is necessary that you abide by the authority and instruction of the leader, who represents the Company, and whose decision is final. In the event that you commit any inappropriate, offensive or illegal act when on the trip or if in the reasonable opinion of the leader your behaviour is causing or likely to cause danger, distress or annoyance to others we may take your trip as being terminated by you with immediate effect.

**7.6** 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 anti-discrimination and data protection policies.

**7.7** 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.

**7.8.** 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.

**7.9.** 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 for any additional expenses incurred by you to meet up with the group.

**7.10.** 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.

**7.11.** 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.

## **8. Medical and special requirements**

**8.1** It is your responsibility to ensure that you are sufficiently fit and healthy to complete your chosen trip. We reserve the right to require you to produce a doctor's certificate of fitness to participate in your chosen trip. If you are affected by any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip, you must advise us before booking. If you do not do so, we may, at our sole discretion and at any time during the trip, treat your trip as being terminated by you. In this event, you will be responsible for any and all additional costs that you may incur, as a result.

**8.2** Ensuring that you have the required medical vaccinations and the arranging of other preliminary travel arrangements - including ensuring that you have a valid passport and travel insurance, obtaining any visas - are your responsibility. Recommended vaccinations for each tour are detailed in the specific Trip Notes. 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.

**8.3** We welcome people with restricted mobility, medical or particular care requirements, or a disability - and 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 made. Please telephone us if you think that this applies to you and we will be happy to discuss availability, suitability and potential reasonable adjustments with you, including any requirement for you or a member of your party to be accompanied by someone who is able to provide for any particular needs you or they may have, over and above any reasonable adjustments we are able to make. We reserve the right, however, to inform you when a trip may not be suitable for you.

**8.4** Pursuant to clause 8.3, if you do have special requirements a risk assessment might be required prior to your booking with us. 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 in advance of booking and as required prior to departure and throughout any proceeding trip (whether related to special requirements or otherwise). You must update us with any change to your circumstances prior to and during your stay. Our guides can only provide general first aid. As such it may be necessary for you or a member of your party to be able to administer or attend to your/their own medical needs or have someone accompany you/them who can do so.

**8.5** Pursuant to clause 10.9, you should inform us immediately if, within 4 weeks prior to your arrival date or during your trip, any member of your party has, or develops, an infectious or contagious illness or medical condition. In this event, we retain the right to:

(i) refuse to accept your booking (if you inform us in advance of your departure); and/or

(ii) treat your trip as being cancelled by you if you are too unwell to proceed with the tour (if you inform us during your trip). It may also be necessary, in this event, for us to treat the other passenger(s) in your booking as having also cancelled their trip in order to protect the health of others.

**8.6** Airline regulations state that women 28 weeks or more into pregnancy at the time of return travel must have written confirmation from a doctor that they are fit to travel when checking in for their outward flight. Normally, permission to travel is refused after 32 weeks. We can only accept your booking upon the clear understanding that we cannot be liable if any airline refuses to accept you or any member of your party as a passenger for this reason.

## **9. 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, illegal, threatening or abusive behaviour - or damage to property (intentionally or otherwise) 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 or other passenger on the tour to be acceptable. We may consider your booking as being terminated by you if your conduct is considered by us (including, without limitation, our directors, employees, servants and agents) to be inappropriate, likely to cause harm, or impair the enjoyment, comfort or safety of your neighbours, other members of your group, staff, our agents and/or the general public). In this event, you undertake to indemnify and hold harmless Saddle Skedaddle Limited, its directors, employees, servants and agents and all other passenger on

your trip from and against and in respect of any and all liabilities, losses, damages, claims, costs and expenses (including but not limited to actions, costs and demands for loss or damage direct, indirect or consequential) arising out of or in any way connected with your behavior.

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.

## **10. Our liability to you**

**10.1** We shall not exclude or limit our liability if something we do or fail to do causes death or personal injury through our negligence.

**10.2** We shall not be held 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 or omissions of the person affected or the acts or omissions of any members of the booking; or

(ii) the acts or omissions of a third party unconnected with the provision of any of the services included in your booking; or

(iii) unavoidable and extraordinary circumstances which are beyond our control, pursuant to clause 3.1(i); or

(iv) the theft of bicycles or injury as a result of cycling either on or off road and, in particular, injuries as a result of either inadequately maintained and/or serviced personal equipment, or failure to wear the correct safety equipment (including cycle helmets).

**10.3.** Except as set out in clause 10.1, our liability will be limited in accordance with and/or in an identical manner to:

- i. the contractual terms of the companies that provide the transportation for your travel arrangements in destination, which are incorporated into and form part of your contract with us; and
- ii. any relevant international convention, which shall be incorporated into and form part of your Contract with us, where applicable, and we shall further be regarded as having all and any benefit of any limitation of compensation contained in such conventions.

**10.4.** We will also not be liable for any direct or indirect damage or loss of any nature caused, or contributed to, by any defect in or failure (whether partial or complete) of any travel services not provided by us, and which we could not reasonably be expected to be responsible for.

**10.5** Except for as provided for in clause 10.1 our total liability to you is limited to three times the total basic tour price as shown on the invoice.

**10.6** 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 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.

**10.7.** 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 accepts no liability for any breach of contract or negligent act or omission of any excursion/activity provider that you contract with outside of your booking with us.

**10.8** 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.

## **10.9 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:

1. (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 as any increase in cost imposed by other suppliers);
2. 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 the "Cancellation or transfer by you" clause.
3. 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 face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, 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.

## **11. Complaints**

**11.1** 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. 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.

**11.2** 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

**11.3** 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](mailto: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 form, 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.

**11.4** We are a member of ABTA, membership number Y6297. We certainly hope that we can settle any complaints amicably. However, should this prove not to be the case you may refer any dispute to arbitration through ABTA's arbitration scheme. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability for you in respect of costs. The scheme is subject to certain financial limits on the amount that can be claimed as determined from time to time by ABTA. Please note that the scheme does not apply to claims which are solely in respect of physical injury or illness or their consequences, although claims which include an element of minor injury or illness can be considered subject to a limit as set from time to time by ABTA on the amount the arbitrator can award per person, in respect of this element.

**11.5** Any application for arbitration, together with any related statement of claim, must be received by ABTA within eighteen months of the date of return. Outside this time limit arbitration under the scheme may still be available if we agree, but the ABTA Code does not require such agreement. For injury and illness claims, you may like to use the ABTA/Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details are available on request or from [www.abta.com](http://www.abta.com).

**11.6** Assistance:

In the event of a difficulty or emergency, we will:

(i) provide you with appropriate information on health services, local authorities and consular assistance; and

(ii) assist you with making distance communications and helping you find alternative travel arrangements.

We may charge you a fee for assisting you when the difficulty is as a result of your actions or negligence.

## **12. Information**

Please note that all information given about our trips, whether on our website or otherwise, is intended merely to present a general idea of the trip. Information is correct to the best of our knowledge. 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.

### **13. Safety and Security**

**13.1** 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.

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

**13.3** 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.

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

**13.5** 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.

### **14. Equipment and Accommodation**

**14.1** Each accommodation provider may have its own terms and conditions on which they accept guests, and you agree to abide by these.

**14.2** 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.

**14.3** You agree to allow us, our agents or staff to enter your accommodation for a reasonable purpose, that shall include but not be limited to the carrying out essential inspection, maintenance work, housekeeping or repairs.

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

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

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

**14.7** You undertake not to misuse the 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 equipment during the period of rental caused by your acts or omissions. In the event of a breakdown, other than a result of your misuse, we will use reasonable endeavors to repair or procure the repair of the equipment without additional cost to you.

**14.8** In the event of the equipment being stolen or lost, we reserve the right to call upon you to indemnify us for the cost of the replacement of the equipment, which will amount to 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.

**14.9** You must ensure that the equipment is adequately secured when not in use, not use the equipment while under the influence of alcohol or drugs and immediately notify us in the event of the breakdown or loss of the equipment.

### **15. Data Protection**

All personal data provided to us in connection with your booking and the Contract shall be held and processed by us in accordance with the Data Protection Act 2018.

## **16. 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 and;
- ii. flight inclusive packages that commence outside of the UK, which are sold to customers outside of the UK.

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.

You can access the Package Travel and Linked Travel Arrangements Regulations 2018 here:

**<https://www.legislation.gov.uk/ukxi/2018/634/contents/made>**

## **17. General**

**17.1** 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.

**17.2** These Booking Conditions (or any part of them) may not be amended or varied unless agreed in writing by one of our duly authorized officers.

**17.3** These Booking Conditions and our Contract with you are governed by English law and both you and we agree to submit to the non- exclusive jurisdiction of the English courts.

**17.4** By booking, unless you tell us otherwise, you consent to our use of any likeness or image of you secured or taken on any of our trips without charge in all media (whether now existing or in the future) for bona de promotional materials of any kind, such as brochures, videos and the internet. This personal data, together with all other personal information you provide when making your booking with us or otherwise, will be processed by us in accordance with our privacy policy, available at:

**([https://www.skedaddle.com/uk/page/Privacy\\_Notice/425/view.rails](https://www.skedaddle.com/uk/page/Privacy_Notice/425/view.rails))** which 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.

**17.5** 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. .

**17.6** You are responsible for the supervision of all members of your party under the age of 18.

**17.7** 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.

**17.8** 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.

**17.9** 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.

**17.10** 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.

Updated 15 September 2020

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

**2019 to 14th September 2020**

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