

## **Rather be Ltd Booking Conditions**

### **Trade Name**

*Rather Be Cycling is the trading name of Rather Be Ltd.*

### **How to Book**

*A non refundable deposit of £300 (UK Sterling) per person is required, together with a completed booking form. Rather Be Ltd will then invoice you the total cost less the deposit paid. The balance of the holiday price is payable to Rather Be Ltd, 56 days prior to departure. If you are booking fewer than 56 days prior to departure the FULL amount is payable. Rather Be Ltd reserves the right to cancel your booking should payment be received late. Clients booking by telephone – places will be held for 7 days. Once the completed booking form and deposit is received your place will be confirmed and the contract is made.*

### **Your Contract with Rather Be Ltd**

*Details of what is included and not included in your contract with Rather Be Ltd are shown in the Trip Overview. Please read this in full prior to booking.*

### **Cancellation by You**

*If it becomes essential for you to cancel your tour, you must contact Rather Be Ltd in writing immediately. Upon receipt of the written request cancellation will take effect.*

*If cancellation occurs-*

<i>More than 56 days before departure</i>	<i>Deposit and non recoverable costs (hotels etc) forfeited</i>
<i>Between 42 and 55 days before departure</i>	<i>50% of the trip price and non recoverable costs(hotels etc) will be forfeited</i>
<i>Between 41 and 31 days before departure</i>	<i>75% of the trip price and non recoverable costs (hotels etc) will be forfeited</i>
<i>Between 30 and 0 days before departure</i>	<i>100% of the trip price and non recoverable costs (hotels etc) will be forfeited</i>

### **Cancellation by Rather Be Ltd**

*We will not cancel your tour unless, we are forced to do so by circumstances beyond our control,*

- a) such as war, unrest or force majeure*
- b) As a result of flight cancellations*
- c) the minimum number of bookings required to operate the tour has not been reached (see minimum numbers clause)*

*If Rather Be Ltd cancels your holiday you will be offered an alternative. If this alternative is not acceptable to you Rather Be Ltd will refund the monies received in respect of the cost of the holiday (excluding Insurance Premiums). Rather Be Ltd is not liable for any other expenses which you have incurred as a result of a booking that is cancelled by Rather Be Ltd.*

### **Surcharges**

*Rather Be Ltd reserves the right to impose surcharges up to 6 weeks prior to departure due to unforeseen unfavourable exchange rate movements and increased transport costs. In this event you will only be charged the amount above 2% of the basic tour cost, and if the charge exceeds over 10% of the basic tour cost you may cancel your booking with Rather Be Ltd, providing the company has written confirmation within 7 days of your being notified of the level of the surcharge. The cancellation will be governed by the same alternative tour and refund terms as above.*

### **Minimum Numbers**

*If the minimum number of clients for a tour as shown on our website has not been reached by six weeks before departure we reserve the right to cancel the tour and / or make significant modifications to the tour and / or make an additional charge to each person booked on the tour.*

### **Other Activities**

*Rather Be Ltd acts as an agent only in respect of all activities, whether or not included in the tour price, which are organised/operated by any other company. Your contract will be directly with the activity provider and their booking conditions will apply.*

### **Alterations to Itinerary**

*Whilst we will always endeavour to stick to our planned itineraries this may not always be possible due to factors out with our control. Examples of this include adverse weather events (e.g. snow or rain), events out with our control (e.g. road closures, landslides, etc) Our Trip Overviews are to give you a guide of what to expect from your holiday but there will still be considerable flexibility when on tour. Rather Be Ltd's trip leader has the final say on any changes to any itinerary.*

### **Tour Leader Authority**

*The decision of the leader as to the conduct, itinerary and objectives of the tour is final. If in the opinion of Rather Be Ltd's trip leader, a group member's behaviour affects the safety, harmony or wellbeing of the group they have the right to decide on that individuals continued participation on that trip. If you are asked not to take any future part in a trip you will not be entitled to any refund.*

### **Client Etiquette**

*All clients are asked to ride in a manner that is safely within the laws of the country they are in and within the limits of the terrain/road we are on / environment we are staying in. We also respectfully advise clients to always ride / behave in a manner that is appropriate and is safely within their personal limits of skill and experience.*

### **Helmets**

*Rather Be Ltd operates a mandatory helmet wearing policy when riding. There are **no** exceptions to this rule.*

### **Leaving a Trip Mid Way**

*Should you have to withdraw from a Rather Be Ltd trip at any point, and for any reason, any duty of care / responsibility by Rather Be Ltd, our Directors and staff, cease at the point at which a client leaves the trip. There is no automatic refund of monies paid for unused accommodation, meals or other services.*

### **Insurance**

*A suitable insurance policy is mandatory for the full duration of the trip. A suitable policy is one that covers you for personal injury to yourself, your property and to third parties whilst participating in a Rather Be Ltd trip. Specifically we advise that you obtain a policy that covers you for any medical costs that you may incur in the country/s that you are visiting and also covers the cost of repatriation, death repatriation, helicopter or aircraft rescue, loss of luggage or equipment, cancellation or curtailments. Ensure that there are no exclusion clauses limiting protection for the type of activities included on your holiday. If, in the event of an emergency medical rescue or evacuation from a trip of you the client, either by foot, helicopter or otherwise the responsibility for the payment of such costs will lie with the you and will not be met by Rather Be Ltd. **We require your insurance details four weeks before your date of travel.***

### **Passports, vaccinations and visas**

*It is your responsibility to be in the possession of a valid passport, visa permits, vaccinations and preventative medicines as may be required for the duration of the trip. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. All information on our website and other material is written, and provided, in good faith and is accurate to the best of our knowledge and experience. The client remains responsible for finding out any information necessary such as vaccinations, visa or immigration requirements.*

### **Good Health**

*Participants must be fit to take part in our holidays and it is up to each individual to choose a trip relative to their ability. Any client with a pre existing medical condition must declare this at the time of booking. Rather Be Ltd may request a medical statement from a GP confirming they are fit to participate. Clients must inform Rather Be Ltd if there is any changes in medical conditions between booking the trip and actual departure.*

### **Rather be Ltd Responsibilities**

*On and off road adventure cycling is, by its intrinsic nature, a **high risk activity**. All participants take part at their own risk. Rather Be Ltd, accept no liability for any accidents, injury or damage, to one's person, personal property or to a third party, that may occur as a result of participating on one of our trips, regardless of how any such incident may occur. We shall not be liable for the theft of your bicycle (whether hired or not) or injury as a result of cycling, either on or off the road, in particular injuries arising as a result of poorly serviced or maintained cycling equipment. Where the company is found to be liable for any damages arising these damages shall be limited to the price paid for the holiday. You are directed to the insurance clause within these booking conditions which confirms the insurance you need to have personally.*

### **Flights**

*Rather Be Ltd sells Land Only adventure cycling holiday packages. Therefore our holiday price does not include your flights but does include (where stated) a transfer from the airport to the designated meeting point.*

### **Joining the Trip – Land Only**

*Our responsibility does not commence until the appointed time at the designated meeting point. If you fail to arrive on time Rather Be Ltd is not responsible for any additional costs incurred. If the main group flight is delayed to the local joining point, the tour shall not be deemed to have begun until the arrival of the majority of the group. (A majority classes as 51% of the overall group by number)*

### **Accommodation**

*All accommodation (serviced, lodge, auberge, agrotourisme, gite, camping or other) used in our holiday packages (unless otherwise specified) is sold by Rather Be Cycling Ltd on a twin occupancy basis. The working detail of this is:*

- a) If travelling by yourself you will be rooming with a member of the same sex.*
- b) Should a 'forced' single room be necessary due to the group composition\* then the cost of the 'forced' single room supplement will be borne by the client.*

*\*There are a wide range of circumstances where a 'forced' single room could be required these include uneven group size, or mixed sex groups where room sharing is not possible.*

- c) Should you wish single room accommodation this must be specified at the time of booking and will occur an additional specified charge.*

**Cycle Hire**

*All hired cycles remain the property of the agent and shall not be sold, hired or loaned out by the client. All monies in relation to the hire of the cycles will be added to the holiday cost and will be payable in accordance with Rather Be Ltd's booking conditions. For more details please contact Rather Be Ltd.*

**Provision of Information**

*All information on our website and other material is written, and provided, in good faith and is accurate to the best of our knowledge and experience. However, the nature of rapid development in all countries can mean that what was an excellent jeep trail, for example, can become a sealed road some weeks or months later.*

**Promotional Images**

*Any likeness or image of you secured or taken on any of our trips may be used by Rather Be Ltd without charge in all media for promotional materials of any kind, such as brochures, website, slides, video shows and the internet related to Rather Be Ltd.*

**Complaints**

*If you have a complaint about your holiday you should communicate this to the trip leader so that remedial action can be taken where possible. You must notify Rather Be Ltd in writing within 14 days of the trips completion, if your complaint was not resolved to your satisfaction.*

**Your Financial Protection**

*All monies paid by the client under this contract, except insurance premiums are held in a Trust Account, controlled by a Trustee acting on your behalf. These monies are not released to the company until your holiday has been completed or in the event of a cancellation, the contract has been completed in accordance with the booking conditions. This fully complies with the UK Law, as defined in the Package Travel and Package Holidays and Package Tour Regulations 1992, and is for the protection of you the consumer.*