



EOS Cycling Holidays

TERMS AND CONDITIONS EOS CYCLING HOLIDAYS LTD

Article 1: Definitions

Article 2: Acceptance and content of the Agreement

Article 3: Payments

Article 4: Pricing

Article 5: Information

Article 6: Cancellation by the Customer

Article 7: Cancellation by the Publisher

Article 8: Duties of the Customer

Article 9: Duties of the Publisher

Article 10: Exclusions and limitations to Publisher's and Author's liability

ARTICLE 1: DEFINITIONS

Article 1, note 1

Definitions of these terms and conditions:

- a. Publisher; EOS Cycling Holidays Ltd.
- b. Agreement; The contractual Agreement in which the Publisher contracts itself to provide goods to the Customer.
- c. Customer; the contractual party of the Publisher.
- d. Author; the writer of the publications of the Publisher.

Article 1, note 2

These terms and conditions belong to all Agreements of the Publisher. Terms and Conditions and Agreements are valid under English law, as the Publisher is based in the United Kingdom.

Article 1, note 3

Pricing in these Terms and Conditions and/or in publications of the Publisher are total prices, including taxes. If applicable, British VAT charges are also included in the price.

Article 1, note 4

Only the full Terms and Conditions in the English language as presented in this document are legally binding, although summaries of the Terms and Conditions might be available in various languages as well. The full Terms and Conditions in the English language are available on the website of the Publisher.

ARTICLE 2: ACCEPTANCE AND CONTENT OF THE AGREEMENT.

Article 2, note 1

The Agreement becomes valid after the Customer has accepted the offer of the Publisher. Acceptance takes place by making a payment or by sending a message of acceptance in writing.

Article 2, note 2

By accepting the Agreement as described in the previous article, the Customer automatically declares to have read, understood and to agree on the full Terms and Conditions as displayed in this document.

Article 2, note 3

The offer of the Publisher is without obligations and can be withdrawn when necessary. If the offer is withdrawn, the reason for this has to be communicated to the Customer. This all should happen as soon as possible, with a maximum of ten days after acceptance by the Customer.

Article 2, note 4

- a. The Customer provides the Publisher with essential personal information, such as full name, postal address and email address, on acceptance of the Agreement.
- b. If the Customer fails to provide the required information to the Publisher, article 7, note 2 applies.
- c. The Customer consents to the Privacy Statement of the Publisher describing its dealings with essential personal information. The Privacy Statement of the Publisher is available on the website of the Publisher.

Article 2, note 5

- a. Any published information about the Agreement is part of the terms and conditions, as long as the Publisher has published the information themselves.
- b. If the Publisher has issued reservations in the general description of the Agreement and these reservations are contradictory with the terms and conditions, the definitions which are most profitable for the Customer prevail.

Article 2, note 6

The Customer accepts that the offered Agreement by the Publisher is a cycling holiday guide book product. The Customer acknowledges all duties, responsibilities and liabilities regarding the activity of cycling which results from using the product, as described in Article 8 - "Duties of the Customer".

Article 2, note 7

The Publisher is not responsible for any general information in pictures, brochures, advertising, websites and any other formats, if edited or published by third parties.

ARTICLE 3: PAYMENTS.

Article 3, note 1

For any Agreement, full payment is required on acceptance of the Agreement.

Article 3, note 2

The Agreement will be regarded as cancelled if payments due are not made within three working days after acceptance of the Agreement. In that case, article 7, note 2 applies.

Article 3, note 3

Payments can be made as following:

- By bank transfer to the bank account of the Publisher. The Publisher reserves the right to forward international bank transfer costs on to the Customer.

- By internet payment options such as Stripe or PayPal, as provided by the Publisher on its website.

The Publisher has the right to refer Customers to other methods of payments as stated above, such as cash in hand.

Article 3, note 4

Payments have to reach the Publisher in Great British Pounds (Sterling).

ARTICLE 4: PRICING.

Article 4, note 1

The published total sum is per Agreement, unless indicated otherwise.

Article 4, note 2

The published price is based on prices, exchange rates, charges and taxes, known to the Publisher at time of publishing.

Article 4, note 3

The Publisher reserves the right in exceptional circumstances to raise the price due to increased postage costs, taxes, charges and exchange rates, as long as no payments have been made.

Article 4, note 4

- a. The Customer has the right to decline a price increase. The Customer should use this right within 5 days after the announcement of the price rise. This right can't be claimed once this term has passed.
- b. The Publisher has the right to cancel the Agreement if the Customer declines the price rise. The Publisher should use this right within 10 days after the announcement of the price increase was made to the Customer. This right can't be claimed once this term has passed. In the situation the Publisher cancels the Agreement the Customer will be let off any charges and will be reimbursed paid sums immediately.

ARTICLE 5: INFORMATION.

Article 5, note 1

The Publisher will provide the Customer with general information in relation to its cycling holiday guide book products regarding the activity of travelling which results from using the product. The Customer will actively collect additional information from the involved authorities him- or herself and will also check again close to the date of departure.

ARTICLE 6: CANCELLATION BY THE CUSTOMER.

Article 6, note 1

If the Customer is for any reason not happy with his or her purchase, he or she should let the Publisher know by either post or email as soon as possible. The Publisher will then negotiate an acceptable solution for the dispute with the Customer. This could result in cancellation at request by the Customer, with financial compensation for the Customer at the maximum figure of the total charged sum.

Article 6, note 2

The right of cancellation by the Customer is limited to a period of maximum three weeks after the acceptance of the Agreement.

Article 6, note 3

English law is applicable on all disputes between the Publisher and the Customer. Only English Court can take notice of any disputes.

ARTICLE 7: CANCELLATION BY THE PUBLISHER.

Article 7, note 1

The Publisher reserves the right to cancel the Agreement in circumstances beyond one's control. These are abnormal and unforeseen conditions, occurring independently to the wish of anyone who is calling upon and where the consequences despite precautions couldn't be avoided. Included are society disrupting events, such as natural disasters, pandemics and/or (possibly state/group-organised) acts of violence and aggression, which are halting or obstructing regular general conditions of trade and/or distribution logistics. Other circumstances beyond one's control are events of life within the family of the directors of the Publisher (such as birth, illness and death), which are halting normal business operations and/or damage or loss of to the Publishers' goods stock by fire, flooding, burglary or otherwise. The Publisher will endeavour to make a communication with the Customer in this case. If payments were made, the Publisher will endeavour to reimburse sums already paid. A situation could arise though in which both parties have to carry their own losses.

Article 7, note 2

The Publisher is entitled to regard the Agreement as cancelled if the Customer fails to make full payment and/or fails to supply essential personal information within three working days after acceptance by the Customer. If payments were made (but essential personal information was not provided), sums already paid will not be reimbursed. Also, the Publisher is not required to make further communications with the Customer in this case, so long as an initial request by the Publisher for the provision of essential personal information was made.

ARTICLE 8: DUTIES OF THE CUSTOMER.

Article 8, note 1

The Customer has the duty to follow all instructions of the Publisher, so the Agreement can be carried out as well as possible. The Customer is liable for any damage caused by his actions.

Article 8, note 2

Due to the nature of the offered Agreement by the Publisher (a cycling holiday guide book product), duties, responsibilities and liabilities arise for those who engage in the activity of cycling resulting from using the product. Customers become naturally ambassadors of the Publisher and its products by engaging in the activity of cycling.

Therefore:

The Customer acknowledges that cycling as an activity involves risks. The Customer carries all responsibilities and liabilities for this activity him- or herself.

The Customer acknowledges that he or she accepted the itineraries as suggested in the products of the Publisher in his or her own free will.

The Customer acknowledges that although the Publisher has taken great care regarding the development of the cycling routes within its products, cycling in busy traffic or on uneven or badly maintained surface might be necessary on certain stretches.

The Customer acknowledges it is up to him or her to make the choice to wear a cycling helmet or not and he or she accepts the possible negative consequences of this choice are for his or her own risk. Given the high level of disagreement on the issue of cycling helmets (especially internationally) the Publisher endorses the policy of the European Cyclist's Federation: "ECF is not opposed to the wearing of bicycle helmets, but firmly believes that this should be a decision for each individual cyclist" and "parents should be allowed to make an informed choice as to whether or not their child wears a helmet". The Customer agrees on the helmet policy as endorsed by the Publisher as described above.

The Customer acknowledges that cycling in a different country can be a completely different experience in both a positive or negative sense. The Customer agrees to take on this challenge of his or her own free will and agrees to carry all responsibilities and liabilities for cycling in another country him- or herself.

The Customer has the duty to take part in traffic according to the Highway Code of the country where the cycling takes place.

In addition to this, the Customer will follow up dismount-instructions as provided in the cycling holiday guide book product.

The provision of instructions by the Publisher doesn't take away any of the Customer's own responsibilities and liabilities regarding traffic participation on public roads and paths. The Customer also carries these responsibilities and liabilities on routes on private land.

The own responsibility and liability of the Customer also applies to all third party interactions and is not limited to interactions with third parties during the activity of cycling.

The Customer has to provide mapping software for electronic devices himself or herself to be able to use GPS-tracks as provided by the Publisher. The Customer accepts that the route depicted by these files can slightly differ from the routes as depicted in the cycling holiday guide book product.

ARTICLE 9: DUTIES OF THE PUBLISHER

Article 9, note 1

The Publisher will dispatch cycling holiday guidebook products from their base in the United Kingdom to the address as supplied by the Customer within three working days after acceptance of the agreement by the Customer.

Article 9, note 2

The Publisher will dispatch cycling holiday guidebook products by normal postal services (so non-tracked). Within the United Kingdom, guidebooks will be sent first class, international orders will be sent by airmail. The Publisher will send out a replacement cycling holiday guidebook product at no extra cost to the Customer if it doesn't arrive. For orders within the UK, the Publisher will do this after two weeks of the original date of acceptance by the Customer. For orders outside of the UK, the Publisher will do this after three weeks of the original date of acceptance by the Customer.

Article 9, note 3

On some occasions, the Publisher may also provide GPS-tracks of the routes in their cycling holiday guidebook product. These tracks will be provided electronically in GPS exchange file format via email within three working days after acceptance by the Customer. The provided GPS-tracks can slightly differ from the routes as depicted in the guidebooks. The sales of GPS-tracks takes place in accordance to conditions applicable to the sales of cycling holiday guidebook products.

Article 9, note 4

The Publisher and Author of the guidebooks have both done their best to ensure the accuracy and currency of all the information in the guidebook and on accompanying websites. They have ensured all information provided was correct at the time of printing.

Article 9, note 5

Representation of a route in a cycling holiday guidebook product doesn't necessarily mean there is a public right of way. The Publisher and Author have witnessed regular usage of such a route either by bicycle or on foot before deciding to include such a route in their cycling holiday products.

Article 9, note 6

When a Customer finds information provided in the purchased cycling holiday guidebook product out of date, he or she is encouraged to report this to the Publisher. It is the duty of the Publisher to investigate such reports and, when relevant, to publish these findings with an alternative solution to the issue on its website.

ARTICLE 10: EXCLUSIONS AND LIMITATIONS OF PUBLISHER'S AND AUTHOR'S LIABILITY.

Article 10, note 1

The Publisher and Author do not accept any liability for damage by death or injury of the Customer and/or his/her associates whilst using the information as provided in the cycling holiday guidebook product, however the death or injury is caused. This exclusion also applies to any damage to personal belongings of the Customer and/or his/her associates.

Article 10, note 2

The Publisher and Author do not accept any liability for the consequences of any behaviour of the Customer and/or his/her associates towards any third party and vice versa.

Article 10, note 3

The Publisher and Author do not accept any liability for any other loss, injury or inconvenience sustained by any Customer and/or his/her associates as a result of information or advice contained in the cycling holiday guidebook product or on accompanying websites.

Article 10, note 4

The Publisher and Author do not accept any liability for any loss or inconvenience sustained by any Customer and/or his/her associates as a result of delay in the delivery of a cycling holiday guidebook product, however the delay is caused.

Article 10, note 5

The Publisher and Author can not be held responsible for import tax fees on ordered cycling holiday guidebook products as imposed by custom authorities. Import fees where applicable will need to be paid for by the Customer as instructed by the Customs Authority of their country of residence.

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