

TERMS AND CONDITIONS EOS CYCLING HOLIDAYS LTD

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ARTICLE 1 DEFINITIONS

Article 1, note 1

Definitions of these terms and conditions:

- a. Travel Company; EOS Cycling Holidays Ltd.
- b. Arrangement; The contractual agreement in which the Travel Company contracts itself to provide a cycling holiday package to the customer. The Travel Company offers various cycling holidays and as every cycling holiday package is different to the other, the responsibilities of the Travel Company vary per arrangement. Depending on the cycling holiday, the Travel Company is responsible for:
 1. the arrangement of accommodation and breakfast with one or more accommodation suppliers
 2. the arrangement of transport with a transport supplier if this is included in the arrangement
 3. the arrangement of bicycle hire with a bike rental company, if chosen so by the customer
 4. the providing of a route description with background information (on independent self guided cycling holidays)
 5. the providing of one or more tour guides (on guided cycling holidays)
 6. the providing of luggage transport between the various accommodations if this is included in the arrangement or if this option is chosen by the customer
 7. the supply of customer support during the length of the arrangement
 8. the providing of all associated administration related to the responsibilities mentioned aboveThe Travel Company publishes on its website what is included in which arrangement and which additional services and conveniences can be booked with the arrangement.
- c. Customer;
 - A. the contractual party of the Travel Company, or
 - B. the actual person (male or female) for whom the arrangement is booked and who accepts the arrangement, or
 - C. the actual person (male or female) who is acting as the contractual party of the Travel Company after changes as described in Article 8 of these terms and conditions
- d. Booking office; the company that might mediate between the Travel Company and customer during the acceptance of the arrangement
- e. Accommodation Supplier; company that offers accommodation to the customer(s), as ordered to do so by the Travel Company ("Bed&Breakfast").
- f. Bike Rental; company that rents out one or multiple bicycles to the customer(s), as ordered to do so by the Travel Company.
- g. Transport Supplier; company that offers transport and possibly accommodation to the customer(s), as ordered to do so by the Travel Company.
- h. Tour Guide; the person who accompanies customer(s) on a guided cycling holiday on behalf of the Travel Company for the duration of the arrangement.

Article 1, note 2

These terms and conditions belong to all arrangements of EOS Cycling Holidays Ltd. (the Travel Company). Terms and conditions and arrangements are valid under English law as the Travel Company is based in the United Kingdom.

Article 1, note 3

Pricing in these terms and conditions and in publications of the Travel Company are total prices, including taxes. If applicable British VAT charges are also included in the price.

Article 1, note 4

Only the Terms and Conditions in the English language are legally binding, although the Terms and Conditions might be available in other languages as well. The Terms and Conditions in the English language are available on the website of the Travel Company.

ARTICLE 2 ACCEPTANCE AND CONTENT OF THE ARRANGEMENT .**Article 2, note 1**

The arrangement becomes valid after the customer has accepted the offer of the Travel Company. The initial acceptance of the customer takes place by sending an email of acceptance to the Travel Company or by a mediating booking office.

The Travel Company will send a confirmation email and confirmation in writing by post to the customer as soon as possible after the receipt of the customer's initial acceptance. This confirmation is also including additional information, an invoice and consent forms for all customers.

The customer has the right to cancel the arrangement without charges up to ten days after the initial acceptance. For all cancellations made after this period Article 9 is applicable.

Article 2, note 2

The initial acceptance of the arrangement takes place before the deadline as published on the website of the Travel Company (for guided group tours) or at least 6 weeks prior to the the date of arrival at the first accommodation (for independent self guided tours).

Article 2, note 3

The offer of the Travel Company is without obligations and can be withdrawn when necessary. If the offer is withdrawn the reasons for this have 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. Withdrawing because of a mistake in the price calculation is allowed, but withdrawing because of a price increase has to comply with conditions as described in Article 4.

Article 2, note 4

- a. The customer provides the Travel Company with all required information about themselves and other participants within ten days after the initial acceptance of the arrangement. This information is initially provided by email, but also by consent forms supplied by the Travel Company. Consent forms have to be signed for agreement by every participating customer (for customers under age signatures are required of the legal parent or carer and the adult customer who will be responsible for the person under age during the cycling holiday). The signing and returning of the consent forms to the Travel Company is the definite acceptance of the arrangement. Any special requirements of the announced party have to be supplied by the customer along with the consent forms if this information could be essential for the Travel Company to carry out the arrangement in a proper way.
- b. If the customer fails to provide the required information to the Travel Company and this results in exclusion of customer(s) from the arrangement as described in Article 15, note 2, costs as described in that same Article will be charged to the customer.
- c. The customer agrees personal information might be used to inform the customer about products of the Travel Company in the future. The Travel Company won't forward any personal information to third parties who are not involved in the delivery of the arrangement. The Travel Company only supplies information to accommodation suppliers, bike rentals, transport suppliers and/or tour guides as is necessary to carry out the arrangement.

Article 2, note 5

- a. Any published information about the arrangement is part of the terms and conditions, as long as the Travel Company has published the information themselves.
- b. If the Travel Company has issued reservations in the general part of the itinerary of the arrangement 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 acknowledges that the offered arrangement by the Travel Company is a cycling holiday. The customer acknowledges all duties, responsibilities and liabilities regarding the activity of cycling within the arrangement as described in Article 15 - "Duties of the Customer".

Article 2, note 7

Days of arrival and departure are counted as full days in the itinerary, regardless of arrival and departure times. Sometimes an extra night of accommodation can be added to the end of the arrangement on the request of the customer. The Travel Company can only guarantee this extra night of accommodation if this request is made during the acceptance of the total arrangement. Extra costs for the extra night of accommodation are charged to the customer.

Article 2 note 8

Arrival and departure times will be mentioned in travel documents. These times are definite. The Travel Company can only make changes within reason and only when keeping to these times in all fairness turns out to be impossible. In this situation Article 11 and 12 are not applicable.

Article 2, note 9

The Travel Company 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**

A down payment of 20% of the total sum has to be made within ten days after the initial acceptance of the arrangement.

Article 3, note 2

The remainder of the full sum has to be in possession of the Travel Company at least four weeks before the date of arrival at the first accommodation. The customer is failing to fulfil his duties when payments are not made on time. The arrangement will be regarded as cancelled from the date the payments were originally due if the customer fails to pay. In this case the Travel Company has the right to charge cancellation costs. In this situation the definitions of Article 9 are applicable.

Article 3, note 3

When the arrangement is accepted within six weeks before the date of arrival at the first accommodation, the total sum has to be paid within ten days after the initial acceptance of the arrangement.

Article 3, note 4

Payments can be made by cheque drawn on a United Kingdom bank or by bank transfer to the bank account of the Travel Company in the United Kingdom. The Travel Company reserves the right to forward international bank transfer costs on to the customer.

Article 3, note 5

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

Article 3, note 6

The customer who doesn't meet his financial duties to the Travel Company in making payments on time is besides the indebted amount also liable for interest. The customer is also liable for the costs of debt collection which amount to 15% of the outstanding balance.

ARTICLE 4 PRICING.**Article 4, note 1**

The published total sum is per person, unless indicated otherwise. Services and conveniences as published are included in this price. Sometimes additional services and conveniences can be booked. These are also priced per person, unless indicated otherwise.

Article 4, note 2

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

Article 4, note 3

The Travel Company reserves the right in exceptional circumstances to raise the price due to increased transport costs (including fuel costs), taxes, charges and exchange rates, as long as the total sum is not paid. This reservation is valid up to four weeks before the date of arrival at the first accommodation.

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 Travel Company has the right to cancel the arrangement if the customer declines the price rise. The Travel Company 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 Travel Company cancels the arrangement the customer will be let off all charges and will be reimbursed paid sums immediately. In this situation Articles 10, 11 and 12 are not applicable.

ARTICLE 5 INFORMATION.**Article 5, note 1**

The Travel Company will provide the customer with general information about passports, visas and health issues within ten days after the initial acceptance of the arrangement. The customer will collect additional information from the involved authorities himself and will also check again close to the date of departure.

Article 5, note 2

The customer is liable for all costs and inconveniences caused by their not being in possession of essential valid travel documents.

Article 5, note 3

If the customer has booked an arrangement with the Travel Company for a cycling holiday in country other than his home country, the Travel Company will inform the customer about the general differences in road and traffic rules. The Travel Company will also inform the customer about the different mentality of road users towards cyclists in the country where the cycling will take place, including advice how to deal with these differences. This information will be provided at least ten days before the the date of arrival at the first accommodation. The customer should also collect additional information from the involved authorities himself to ensure he knows about all existing traffic rules.

ARTICLE 6 TRAVEL DOCUMENTS.**Article 6, note 1**

The Travel Company will provide the required travel documents to the customer at least 10 days prior to the date of arrival at the first accommodation.

Article 6, note 2

The customer will promptly report to the Travel Company or booking office when he didn't receive the travel documents in the way as described in the first note of this Article.

ARTICLE 7 CHANGES BY THE CUSTOMER.**Article 7, note 1**

- a. The customer can request changes after the acceptance of the arrangement. Request of changes will be accommodated as much as possible up to thirty days before the date of arrival at the first accommodation and will be confirmed in writing by the Travel Company. The customer will have to pay for a changed total price minus payments which were already made.
- b. The customer also has to pay a £ 30 (Thirty Pounds) administration fee per person.
- c. Delay of the date of arrival at the first accommodation (the departure date) or a reduced number of participants will be regarded as a cancellation of (part of) the arrangement on which case Article 9 is applicable. In this case there is no administration fee charged.

Article 7, note 2

- a. Decisions regarding requests of change will be taken as soon as possible. Rejection of a request of change will be made promptly and with an explanation. In this case the customer will have the choice to keep the original arrangement or to cancel. In the last situation Article 9 is applicable
- b. If a customer doesn't react on a rejection of a request of change the original arrangement will be carried out.

ARTICLE 8 REPLACEMENTS.

Article 8, note 1

The customer can replace himself for another person before the delivery of the arrangement commences. The following conditions will be applicable:

- a. the other person will meet all terms and conditions of the arrangement; and
- b. the replacement request will be made at least 7 days prior to the date of arrival at the first accommodation (the departure date) and in such a time that necessary activities of formalities can be made; and
- c. the original customer pays a £ 30 (Thirty Pounds) administration fee for his replacement; and
- d. the terms and conditions of services supplying companies involved in the delivery of the arrangement are not opposed against such a replacement.

Article 8, note 2

The customer and the person who is replacing the customer are both personally liable for payments of the outstanding sum, administration costs and additional replacement costs when applicable.

ARTICLE 9 CANCELLATION BY THE CUSTOMER.

Article 9, note 1

When an arrangement is cancelled by the customer he is liable for the following cancellation charges:

- a. cancellations up to six weeks (exclusive) before the departure date: the down payment: 20% of the total sum
- b. cancellations from six weeks (inclusive) up to four weeks (exclusive) before the departure date: 30% of the total sum.
- c. cancellations from four weeks (inclusive) up to two weeks (exclusive) before the departure date: 50% of the total sum.
- d. cancellations from two weeks (inclusive) up to one week (exclusive) before the departure date: 75% of the total sum.
- e. cancellations from one week (inclusive) up to the departure date: the total sum.

The departure date is the date of arrival at the first accommodation within the arrangement.

Article 9, note 2

If the cancellation takes place within 10 days after the initial acceptance by the customer Article 9 doesn't apply. In this situation Article 2, note 1 applies.

Article 9, note 3

The customer who cancels the arrangement has to pay the cancellation costs as described in the previous notes. Exceptions to this policy cannot be made for any reason.

Article 9, note 4

If the customer chooses replacement instead of cancellation, Article 8 is applicable.

Article 9, note 5

- a. If a customer cancels an agreement in which shared accommodation is included, this will be regarded as a cancellation of all arrangements of customers who share accommodation with the cancelling customer. All customers will be liable for charges as described in the notes above.
- b. The Travel Company will create a new arrangement for the same period when the remaining customers request this. The cancellation charges of the remaining customer(s) will be deducted from the new total sum(s).

ARTICLE 10 CANCELLATION BY THE TRAVEL COMPANY.

Article 10 note 1

The Travel Company reserves the right to cancel the arrangement in exceptional circumstances.

Article 10 note 2

Exceptional circumstances include cancellation because of low participation numbers on guided tours and/or non availability of services of accommodation suppliers, bike rentals and transport suppliers during the period of the delivery of the arrangement.

Article 10 note 3

Cancellation because of low participation numbers on guided tours and/or non availability of services of accommodation suppliers, bike rentals and transport suppliers during the period of the delivery of the arrangement takes place at least 27 days before the date of arrival at the first accommodation. In these situations the Travel Company will refund all payments made by the customer, unless the customer wishes to book an arrangement for another period. In that case sums already paid will be settled into a new arrangement for the other period.

Article 10 note 4

Regarding cancellations for reasons as described in the third note of this Article the customer cannot claim any financial loss. This includes loss like missed interest over the period the Travel Company was holding funds. The following note (5) does not apply if the arrangement is cancelled for reasons as described in note 3.

Article 10 note 5

- a) The customer is liable for all financial loss if the cause of the cancellation is related to the customer.
- b) The Travel Company is liable for all financial loss if the cause of the cancellation is related to the Travel Company. Article 12 applies to decide whether or not the cause of the cancellation was indeed related to the Travel Company itself.
- c) If the cause of the cancellation is not related to the customer nor the Travel Company both parties carry their own financial loss as described in Article 13.

Article 10 note 6

Specific definitions elsewhere in these terms and conditions apply if cancellation by the Travel Company takes place because of a customer's rejection of a price increase or change within the arrangement.

ARTICLE 11 CHANGES BY THE TRAVEL COMPANY.**Article 11, note 1**

- a. The Travel Company reserves the right to change the services within the arrangement on one or more essential points because of exceptional circumstances as described in Article 10.2. These changes are announced to the customer within five days. From 10 days before the date of arrival at the first accommodation these changes will be announced within 24 hours (1 day).
- b. The customer has the right to reject the change(s).
- c. The customer is liable for all related financial loss if the cause of the change(s) is related to the customer.
- d. The Travel Company is liable for all related financial loss if the cause of the change(s) is related to the Travel Company. Article 12 applies to decide whether or not the cause of the change was indeed related to the Travel Company itself.
- e. If the cause of the change(s) is not related to the customer nor the Travel Company both parties carry their own financial loss as described in Article 13.

Article 11, note 2

The Travel Company also reserves the right to make changes on minor points due to circumstances. In this situation the customer can only reject the change if the change is seriously affecting the customer in a negative way.

Article 11, note 3

- a. The customer who wants to use his right to reject a change has to indicate this within 5 days after receiving the message about the change. From 10 days before the date of arrival at the first accommodation this term is 24 hours (1 day).
- b. In this situation the Travel Company reserves the right to cancel the arrangement immediately. The Travel Company has to do this within 5 days after receiving the rejection of the customer. After 5 days this right terminates. From 10 days before the date of arrival at the first accommodation this term is 24 hours (1 day).

In that case the customer will not have to pay the original sum and down payments will be returned within 2 weeks. If the services within the arrangement have partly been consumed, the returns will be proportional.

ARTICLE 12 LIABILITY AND CIRCUMSTANCES BEYOND ONE'S CONTROL

Article 12, note 1

The Travel Company has to carry out the arrangement as contracted in accordance with the expectations of the customer, so far as these expectations are reasonably based on the previously communicated characteristics of the arrangement.

Article 12, note 2

When the arrangement is not carried out according to the expectations as described in the previous note it is the duty of the customer to report this to the involved parties as described in Article 16 note 1.

Article 12, note 3

When the arrangement is not carried out according to the expectations as described in note 1 and the shortcoming is not satisfactory dealt with, it is the duty of the Travel Company to compensate financial loss unless the shortcomings cannot be related to the Travel Company nor the person or company who is assisting the Travel Company in delivering the services because;

- a. the shortcoming is related to the customer; or
- b. the shortcoming couldn't be foreseen and is related to a third party who is not involved in the delivery of the arrangement; or
- c. the shortcoming is the result of an event which couldn't be foreseen with all possible care by the Travel Company or anyone involved in the delivery of the arrangement; or
- d. the shortcoming is a result of circumstances beyond one's control as described in note 4 of this Article.

Article 12, note 4

Circumstances beyond one's control 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.

ARTICLE 13 HELP AND ASSISTANCE.

Article 13, note 1

- a. Depending on conditions it is the Travel Company's duty to offer help and assistance to the customer if the delivery of the arrangement is not developing according to expectations. The Travel Company is liable for related costs of help and assistance if the shortcoming can be accounted to the Travel Company as described in Article 12, note 3.
- b. The Travel Company only has the duty to offer help and assistance as far this can be expected in all fairness if the shortcoming can be accounted to the customer. The customer is liable for all costs of help and assistance in this situation. In the event of serious breakdown of bike and/or rider, the Travel Company will endeavour to organise and assist the customer to the next accommodation and place of bicycle repair .

Article 13, note 2

If the delivery of the arrangement is not developing according to expectations because of conditions which can't be related to the customer nor the Travel Company, both parties carry their own loss. For example, loss for the Travel Company can consist of extra labour time and for the customer loss can consist of extra accommodation and travel costs.

ARTICLE 14 EXCLUSIONS AND LIMITATIONS OF TRAVEL COMPANY'S LIABILITY.

Article 14 note 1

- a. The Travel Company is only liable for shortcomings in the correct delivery of activities as described in Article 1, note 1b. The financial compensation which could result from this liability has the maximum figure of the total charged sum.
- b. The liability regarding the luggage transport is strictly limited to the task of the arrangement of the transport of the luggage from one location to the other. This transport and the necessary temporary storage in accommodations, necessary for this service, are taking place at the own risk of the customer. The Travel Company, the person who is carrying out the transport and the accommodation suppliers are not liable for theft and/or any damage to the luggage. The luggage allowance for this service is one regular big piece of luggage (such as a suitcase, backpack or rucksack) per person.

Article 14, note 2

Where services are provided by service providing companies like accommodation suppliers, bike rentals and transport suppliers the terms and conditions of these companies are applicable. These service providing companies carry their own responsibilities and liabilities regarding the quality of their services towards the customer. The Travel Company is definitely not liable for shortcomings in the quality of the services provided by these companies, but will assist the customer by providing information about these companies and will act as mediator in case of any conflict, see also Article 16, note 1.

Article 14, note 3

The Travel Company doesn't accept any liability for damage by death or injury of the customer, however this is caused. This exclusion also applies to all personal belongings of the customer.

Article 14, note 4

The Travel Company doesn't accept any liability for the consequences of any behaviour of the customer towards any third party and vice versa. This exclusion of liability also applies to the consequences of any behaviour of the customer towards any third party and vice versa while participating in traffic.

Article 14, note 5

All exclusions and/or limitations of liability of the Travel Company are also valid for any person or company assisting the Travel Company in the delivery of the arrangement, as well as the relevant booking office, unless treaty or law exclude this.

ARTICLE 15 DUTIES OF THE CUSTOMER.**Article 15, note 1**

The customer has the duty to follow all instructions of the Travel Company, so the arrangement can be carried out as well as possible. The customer is liable for all damage caused by his actions.

Article 15, note 2

- a. A customer who is causing or could cause nuisance and/or trouble, in such a way that in all fairness the arrangement can't be carried out in a regular way, can be excluded from the (continuation of) the itinerary of the arrangement by the Travel Company.
- b. The customer is liable for all costs if these costs are the result of his actions as described in the previous note. The customer will be granted a refund of the total sum or a part of the sum if the cause of the exclusion can not be related to him.

Article 15 note 3

- a. The customer acknowledges that cycling as an activity involves risks. The customer carries all responsibilities and liabilities for this activity himself.
- b. The customer acknowledges that he accepted the arrangement in his own free will.
- c. The customer acknowledges that although the Travel Company has taken great care regarding the development of the cycling route within the arrangement, cycling in busy traffic or on uneven or badly maintained surface might be necessary on certain stretches.
- d. The customer acknowledges it is up to him to make the choice to wear a cycling helmet or not and he accepts that the possible negative consequences of this choice are for his own risk. Where a bicycle is rented through a bike rental company that demands the hirer of the bicycle to wear a helmet the customer has no choice other than to wear a helmet. Given the high level of disagreement on the issue of cycling helmets (especially internationally) the Travel Company 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". Therefore, the customer can request the Travel Company to inform about the advantages and disadvantages of wearing cycling helmets. The information to be provided is based on research by Cycle Training UK. The customer agrees on the helmet policy of the Travel Company as described above.
- e. If the customer books an arrangement for a cycling holiday in a country other than his home country he acknowledges 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 own free will and agrees to carry all responsibilities and liabilities for cycling in another country himself.
- f. The customer has the duty to follow the instructions of the Travel Company to reduce risks as described in this Article to a minimum. The providing of instructions by the Travel Company doesn't take away any of the customer's own responsibilities and liabilities regarding traffic participation. See also Article 5, note 3.
- g. The own responsibility and liability of the customer applies not only in relation to traffic participation, but also in relation to the Travel Company, accommodation suppliers, bike rentals, transport suppliers and any third party.

Article 15 note 4

- a. The customer agrees that he is capable of cycling the distances mentioned in the itinerary of the arrangement on provided or own equipment without the need for adjusted equipment or assistance of any kind. When the customer proves to be incapable of fulfilling the itinerary or is in need of assistance to keep up with the itinerary of the arrangement all resulting costs will be charged to the customer.
- b. The customer has the duty to make his own way from one overnight accommodation to the next using either the optional bike rental or with his own bicycle. If the customer is providing a bicycle himself he declares to be the legal owner of the bicycle or to have hired the bicycle from a third party in a legal way. If the customer is providing the bicycle he has the duty to make sure the bicycle can be ridden safely. The bicycle also has to be the appropriate type for the route to be ridden within the arrangement.
- c. The customer who books an independent (self-guided) arrangement declares himself to be capable of performing basic repairs on the bicycle, like replacing a flat tyre, without assistance. The customer provides the necessary tools for this himself. The customer acknowledges he can only claim repair costs for repairs on a faulty bike if it was rented by the bike rental associated with the Travel Company.
- d. In the situation the customer doesn't want to ride the bicycle from one accommodation to the other, for example due to bad weather conditions, tiredness or any other reason, the customer has to arrange an alternative himself, so the itinerary of the arrangement can be continued in the proposed way at the end of the day. The Travel Company can advise or assist with this, but only at the customer's expense.

Article 15 note 5

If the customer is using the bike rental option it is the customer's duty to follow all instructions of the bike rental company and to comply with the bike rental's rules. This could involve paying a deposit in cash or by credit card directly to the bike rental when collecting the bike. If the customer is not able to comply to the bike rental's terms and conditions for example through the non-return of the bicycle(s) it is the duty of the customer to pay financial loss to the bike rental. The terms and conditions of the bike rental will be supplied to the customer while collecting the bicycle from the bike rental.

Article 15 note 6

The customer has the duty to follow all instructions of the accommodation suppliers and to comply with the rules of the accommodation suppliers. It is also the customer's duty to pay all additional costs (caused by ordering services, foods or drinks which are not included in this arrangement) directly to the accommodation supplier before checking out. This also applies to any damage caused during the stay.

Article 15 note 7

The customer has the duty to follow all instructions of the transport suppliers and to comply with the rules of the transport suppliers. It is also the customer's duty to pay all additional costs (caused by ordering services, foods or drinks which are not included in this arrangement) directly to the transport supplier before checking out. This also applies to any damage caused during the transport.

Article 15 note 8

All rights of claim of the customer terminate one year after the end of the itinerary of the arrangement (or, when the services of the arrangement were never consumed, one year after the intended date of arrival at the first accommodation).

ARTICLE 16 COMPLAINTS AND DISPUTES.**Article 16, note 1**

- a. An accounted shortcoming in the delivery of the arrangement as described in Article 12, note 2, has to be reported to the service provider as soon as possible, so a solution to the problem can be provided. If nevertheless no action is made and the shortcoming influences the quality of the cycling holiday, the Travel Company has to be contacted promptly.
- b. Communication costs will be paid for by the Travel Company, unless in all fairness the costs shouldn't have been made in the first place.
- c. If the customer doesn't report the shortcoming to the Travel Company and the Travel Company therefore doesn't have the opportunity to solve the shortcoming, the customer's right of compensation can be limited or excluded.

Article 16, note 2

- a. The customer needs to send a written complaint to the Travel Company as soon as possible if the shortcoming is not dealt with to their satisfaction. If the customer doesn't report a complaint to the Travel Company and the Travel Company therefore doesn't have the opportunity to solve the complaint, the customer's right of compensation is limited or excluded.
- b. If the written complaint is not dealt with to the satisfaction of the customer, the customer needs to report this in writing to the Travel Company within one month after the end of the arrangement.

Article 16, note 3

- a. English law is applicable on all disputes between the Travel Company and the customer. Only an English Court can take notice of these disputes.
- b. The customer has the right to bring the Travel Company to Court only if the proceedings as described in Article 16, notes 1 and 2, haven't satisfied the customer. This right terminates one year after the end of the itinerary of the arrangement (or, when the services of the arrangement were never consumed, one year after the intended date of arrival at the first accommodation).

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Companies House Cardiff, United Kingdom, Company No 5056675.