

Terms and Conditions

Your CicloSol holiday is subject to these terms and conditions. Please read them carefully because they set out the terms of the agreement between CicloSol (referred to also as “we”).

Booking and Payment

We require a deposit of £100 per person with your booking. The balance of the price of your holiday must be paid not less than four weeks before your holiday starts and if you fail to do so we reserve the right to cancel the booking and to retain the deposit. If you book less than four weeks before departure, we require payment in full with the booking.

The agreement between you and CicloSol comes into legal effect when we acknowledge your online booking.

Cancellation

If you want to cancel your holiday you must give us written notification. If you cancel your holiday cancellation fees will be due in accordance with the scale below (the % shown is the relevant % of the total booking price of your holiday);

Over 4 weeks prior to the date of departure – Deposit

4 – 2 weeks prior to the date of departure – 50%

Less than 2 weeks prior to the date of departure – 100%

If you are prevented from coming on the holiday due to circumstances which do not allow a claim under a normal insurance cancellation policy, you may transfer the booking to another person provided that person satisfies the requirements relating to the holiday and the request is received by us at least one week prior to departure. Both you and the person taking over the holiday will be jointly responsible for paying any additional costs arising from the transfer.

We reserve the right to cancel any holiday or itinerary or any part of it if either;

- (a) The total number of bookings required to enable us to provide the holiday has not been reached; or
- (b) An event of “force majeure” occurs which we reasonably consider prevents, delays or makes more onerous the provision of the holiday. In these terms and conditions force majeure means any circumstances which are beyond our reasonable control (whether foreseen by us or not) which we could not avoid including but not limited to epidemic or pandemic or other civil emergency, government action, physical natural disaster, war, civil unrest, industrial dispute;

If we do cancel we will refund all sums paid by you as at the date of cancellation save that we reserve the right to charge and retain an administration fee of £20. In relation to any such cancellation by CicloSol, save for the above refund we will have no liability to you whatsoever.

Services and Prices

We make available the opportunity of cycling in groups and we also arrange transfers (from and to the airport in Majorca) and accommodation. Flights and any other products you purchase do not form part of the CicloSol holiday.

The price of the holiday includes half-board accommodation (breakfast and dinner) and cycling on each full day of your holiday. We reserve the right to change the arrangements for the cycling, based on our assessment of weather and road conditions and the ability of individual riders.

We welcome children as long as they attend with a parent or guardian. The minimum age to join any of our cycling groups is 16.

Risk/Insurance

You accept that taking part in a CicloSol holiday is entirely at your own risk (and cycling is an activity of inherently enhanced risk) and that neither CicloSol nor any agent, employee, independent contractor or client of CicloSol is responsible for your safety. You understand and accept that it is your responsibility to (a) be satisfied that you are medically fit for cycling (and if in any doubt you should obtain medical advice before booking); (b) have adequate medical travel insurance which should as a minimum cover medical expenses, loss of earnings, costs of medical care, loss and damage to bags and equipment, liability to third parties and the costs of cancellation. We require you to provide us with confirmation on the online booking form that you have arranged an adequate insurance policy. If you fail to provide this confirmation we reserve the right to cancel your booking and the cancellation fees above will then apply.

Liability

In view of the nature of the services we provide, your acceptance of responsibility for your own safety and the price of the holiday, you accept and agree that except in the event of death or personal injury caused by the negligence of CicloSol, neither CicloSol nor its employees and agents will have any liability (whether in contract or tort including negligence) for any claim (whether for breach of the express or implied terms of the agreement between you and CicloSol or otherwise) loss, damage, injury or death you may suffer in connection with the holiday provided by CicloSol.

CicloSol also excludes any liability if for any reason the insurance policy you have arranged is not adequate to meet any claim which you might make.

Conduct

We cannot guarantee rider safety as rides use public roads, often in mountainous areas and with groups of different abilities. We reserve the right to prevent you from taking part in any ride, continuing on an existing ride and any future ride if (1) we have reasonable concerns about; (a) your ability to safely participate in any ride; or (b) your physical ability to complete a ride in the required time; or if, (2) you fail to adhere to any reasonable instructions of a CicloSol group leader. In relation to 1 (a) and (b) above the decision of a group leader shall be final.

CicloSol holidays are group holidays and we therefore expect that your behaviour on the holiday will not be offensive, aggressive, noisy or disruptive. If we consider that your conduct is inappropriate, likely to cause harm or impair the enjoyment or safety of others we reserve the right to require you to leave immediately. In these circumstances we will neither provide any refund nor compensation and we also reserve the right to decline any future booking from you.

Photographs / Marketing

Photographs, likenesses or images of you secured or taken on any of our holidays may be used by CicloSol without remuneration in all media for bona fide promotional or marketing purposes.

Law and Jurisdiction

This agreement between you and CicloSol will be governed by English law and the English courts will have exclusive jurisdiction to hear any disputes.