

# Terms & Conditions

All reservations with Thomson Bike Tours are subject to the following Terms and Conditions

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## How to Book a Trip

To book a trip you should submit a Booking Form from our website. As part of the booking process you will be asked to pay a deposit to secure your booking. Within 1 working day of you submitting the booking, our staff will contact you via e-mail to confirm the booking and the deposit payment. Please don't confirm any travel plans until you've received the booking confirmation e-mail from our staff. You will also receive an invoice via e-mail showing you the final amount due and the payment due date.

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## Final Payment

Final payment is due 90 days before the Trip Start Date. If you book the trip less than 90 days before the Trip Start Date, full payment will be due at the time of booking.

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## If You cancel a Trip

Please note that given the complex nature of the COVID-19 pandemic we have revised our 2022 Cancellation Policy, giving you more flexibility and helping you to protect your trip investment.

### 2022 CANCELLATION POLICY (ALL TRIPS)

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More than 90 days prior to Departure

Receive a Refund of 100% of all payments already made (including deposits) *OR* a Trip Credit of 100%

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Between 61 and 90 days prior to Departure	Receive a Refund of 75% of all payments already made (including deposits) <i>OR</i> a Trip Credit of 100%
Between 31 and 60 days prior to Departure	Receive a Refund of 50% of all payments already made (including deposits) <i>OR</i> a Trip Credit of 100%
30 days or less prior to Departure	Trip Credit of 50% (No refund available)

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*Please note that a Trip Credit cannot be converted to a refund at a later date.*

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## If Thomson Bike Tours cancels a Trip

Thomson Bike Tours reserves the right to cancel your trip under any of the following circumstances:

1. Where extraordinary or unavoidable circumstances beyond our reasonable control arise. Such circumstances include but are not limited to, dangerous weather conditions, fires, natural disasters, industrial actions, war, riots, pandemics, civil or political unrest, terrorism and technical problems which may arise with transport.
2. If we believe that the safety of our guests or staff could be compromised.
3. The minimum number of guests needed to operate one of our trips has not been met.

In the event of such a cancellation, Thomson Bike Tours will issue a full refund of any amounts paid, unless the cancellation was caused by the COVID-19 pandemic. If the COVID-19 pandemic was the cause of the trip cancellation, Thomson Bike Tours will issue a Trip Credit of the full amount paid to be used towards any future Thomson Bike Tours trip within a period of 36 months of the trip cancellation. A Trip Credit cannot be converted to a refund at a later date. Thomson Bike Tours will not be responsible for any travel-related costs or extra costs incurred by the guest, the refund or Trip Credit will constitute full settlement. Thomson Bike Tours reserves the right to make hotel and route modifications which become necessary due to circumstances beyond their control and undertake to inform participants as soon as possible.

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## Travel and Medical Insurance

Participants are responsible for having adequate insurance covering accident, personal injury, evacuation and medical costs, loss of luggage and cancellation. Thomson Bike Tours is not liable for personal injury, death, damage to property or other loss whether arising from accident, cancellation, delays or any other matter beyond our control. We strongly recommend that you protect your travel investment with Travel Insurance. We highly recommend that you purchase comprehensive travel insurance, covering trip interruption and cancellation, baggage, medical, accident/life, evacuation, repatriation and other expenses which might arise as a result of loss, damage, injury, delay or inconvenience occurring to you. You may purchase insurance through our preferred provider, [GLOBAL RESCUE – IMG Signature Travel Insurance](#). If you decide not to use our preferred provider, we assume you are securing protection through another insurance company of your choosing. We also recommend that your travel insurance package includes *Cancel for any Reason (CFAR)* coverage. **IMPORTANT:** please check with your Travel Insurance provider as you will typically be required to purchase the *CFAR* coverage within a few days of booking your trip and paying the initial deposit.

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## Credit Card Authorization for Post-Booking Charges

You authorize Thomson Bike Tours to charge your credit card number for any change fees, price increases, or supplemental payments that you incur post-booking. If you prefer a different payment method, you must notify us in writing at the time of booking.

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## Responsibility

Thomson Bike Tours acts only as an intermediary for the various independent suppliers that provide lodging, meals, transportation, sightseeing, activities or other goods and services connected with your tour (“Supplier” or “Suppliers”). You acknowledge that you are aware and clearly understand that these Suppliers are independent contractors, are not managed by Thomson Bike Tours, and are not agents or employees of Thomson Bike Tours. A Supplier’s services are subject to the Supplier’s own terms and conditions and the local laws and regulations of the

relevant country. Thomson Bike Tours will not provide any refund for a Supplier's delay, cancellation, overbooking, or strike.

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## Force Majeure

Thomson Bike Tours will not be deemed in breach of this agreement or otherwise liable to you, by reason of delay in performance or non-performance of any of its obligations under this agreement to the extent that any such delay or non-performance is due to any Force Majeure. "Force Majeure" means any circumstances beyond the reasonable control of Thomson Bike Tours, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances. If Thomson Bike Tours and/or any of its Suppliers are affected by Force Majeure, they shall be entitled to, and may in their sole discretion, vary or cancel any itinerary or arrangement in relation to the tour. Regarding civil unrest, once Thomson Bike Tours has investigated the prevailing situation, as it deems fit, it shall remain in its sole and absolute discretion whether to proceed with the tour.

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## Health Requirements and Medical Care

Our tours are physically active, with varying levels of demands and fitness requirements depending on the specific itinerary. By agreeing to these terms, you represent that you do not have any physical or other conditions that would create a hazard for you or other Participants or affect other people's enjoyment of the tour. Thomson Bike Tours assumes no responsibility for any medical care provided to you. You agree to assume all costs of medical care and related transportation that are provided to you during the tour.

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## Limitation of Remedies

You agree that the sole remedy for any default by Thomson Bike Tours arising under this agreement shall be the return of the paid tour cost. To the maximum extent permitted under applicable law, Thomson Bike Tours shall not be liable for any

special, consequential, indirect, incidental or other damages arising out of or in any way connected to this agreement, including lost profits, whether such damages arise in contract, negligence, tort, under statute, in equity, at law, or otherwise, even if Thomson Bike Tours has been advised of the possibility of such damages. You expressly waive any right you may have to recover such damages.

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## Passports and Visas

You are responsible for ensuring that all necessary travel documents are valid and effective and in your possession for the entire tour. If required, we suggest you apply for or renew a passport early. Other required documents may include visas, permits, and vaccination certificates. You assume complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements. You are also solely responsible for any adverse consequences resulting from incomplete or defective documentation. While we may provide information or advice on matters such as visas, vaccinations, climate, clothing, baggage, and special equipment in good faith as a courtesy to you, we are not responsible for any errors or omissions as to the information provided.

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## Tour Start Date

It is your responsibility to be ready to embark on the tour as specified in the itinerary. Thomson Bike Tours is not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

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## Compliance with Local Laws and Tour Etiquette

You must strictly comply with all local laws, respect local customs and culture, accurately assess your abilities, respect other trip members' privacy, and follow the suggestions and advice of any assigned guide. The decision of the local guide or local supplier is final on all matters that may threaten the safety or interfere with the well-being of others. During the tour, Thomson Bike Tours or the local guide/supplier has the right in its sole discretion to remove anyone a) who it judges to be incapable of meeting the demands and requirements of participating in the tour activities; or b) who it determines to detract from others' enjoyment of the tour.

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## Images Release

You agree that Thomson Bike Tours may use, re-use and reproduce any images, photos or videos that you send to us, or that are taken by our guides and/or other travellers of you individually or in a group, in any medium, including but not limited to print, electronic media, or Internet, free of charge and without your right to inspection, for promoting and publicizing our travel products and services worldwide. If you do not want us to use any images of you that are taken by us or other participants during the tour, you must inform us or your tour leader in writing at the start of the tour.

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