



Booking Terms & Conditions

Please read our full conditions before making a booking

Escapar Limited (“the Company”, “Escapar” “we”, “our” or “us) accepts bookings, subject to the following conditions:

Making a booking

Prior to booking please read carefully the website description, trip itinerary and these booking conditions in full. If you have any questions please contact us for clarification.

To make a booking you must be over 18 years old* and send us a completed booking form along with a non-refundable deposit of £100 for each person. The booking form acts as acceptance of these terms and conditions. We will acknowledge receipt of your booking by email.

We will invoice you for the remainder of the cost of your booking, which you must pay no later than 60 days before departure. If you book less than 60 days before departure full payment must be made on booking. If the balance is not paid by the due date, then we reserve the right to cancel your booking and apply any necessary cancellation charges outlined below.

* You are responsible for the supervision of all members of your party under the age of 18, although we recommend that trips are not suitable for persons under the age of 16 years old. Please contact us to discuss if you are considering bringing a minor below this age.

Cancellation or transfer by you

If you need to cancel your booking please do so in writing, preferably by email, as soon as possible. Depending on how far in advance you cancel you will be entitled to the following refund:

- 60 days or more before the departure date: you will forfeit your deposit;
- more than 28 days and less than 60 days: a 50% refund of the trip price will be made;
- less than 28 days before the departure date: no refund will be given.

If any person wishes to reschedule to an alternative trip or date, we will agree to that person’s booking being transferred, subject to the person accepting liability for full payment of the booking, including if the alternative booking is of a higher value. This will be accepted with no forfeiture of deposit or booking payments.

If any person is prevented from travelling, we will agree to that person's booking being transferred to another person who satisfies all the conditions applicable, subject to both persons accepting joint liability for full payment of the booking and, where applicable, any additional costs arising from the transfer. We must be given reasonable notice of the transfer request, which is considered to be at least 14 days prior to the departure date.

Cancellation by us

Escapar will not be held liable for amendments or cancellations where extraordinary or unavoidable circumstances beyond our reasonable control arise, for example, war, riot, civil or political unrest, terrorism, industrial disputes including closure of ports and/or airports, natural or nuclear disasters, or adverse weather conditions.

If we cancel due to the circumstances described above, or for any other extraordinary circumstances we will, if possible, offer an alternative trip. If the replacement trip is of a lower value we will refund the difference in price to you.

Insurance

To take part in our trips you must have adequate insurance cover for baggage, equipment (including, without limitation and where appropriate, bicycles and helmets intended for your use whether hired or otherwise) medical expenses and the cost of repatriation should you become too ill to continue with your trip.

It is the sole responsibility of each guest to ensure they have an insurance policy in place before departure, a copy of which will be requested upon arrival.

Prices

All prices include VAT at the appropriate rate, and we reserve the right to increase prices due to any change in VAT or any other duties, surcharges or fees levied on your trip.

Prices quoted on the website or anywhere else in our literature are a guide only and may change at any time up to the point booking is confirmed.

Your booking

Your booking is accepted on the understanding that you accept:

The risks and hazards of such a holiday, including the dangers inherent in cycling either on the road or off the road, the dangers of foreign travel, and any risks that result from (amongst other things) changes of local politics, adverse weather conditions, the condition of the roads, border restrictions, terrorism and disease.

There is a natural need to be flexible on a trip of this kind. The day to day agenda and ultimate aim of the trip is taken as an objective and not as a contractual obligation. It is a fundamental condition of booking that you accept this flexibility, and acknowledge that

delays and alterations and their subsequent results, such as inconvenience, discomfort, or disappointment, are possible.

If there is a significant change to essential terms of your trip after booking, but before your departure date, we will notify you of these changes as soon as possible. If you are not satisfied with these changes we will work with you to find a practical alternative. If you are not satisfied with the alternatives we can provide you will be entitled to cancel your booking without penalty and any money paid for services provided by the Company will be refunded. No refund will be offered for services not booked with the Company e.g travel costs.

We cannot at any time guarantee the composition of the group in terms of age, nationality, gender, singles and couples.

Please note that flights and other third-party products you purchase separately do not form part of your booking with us.

Travel arrangements to meet or on leaving any trip are your responsibility. Any guidance we may provide is simply that and must be checked by you.

Our responsibility does not commence until the appointed time at the designated meeting point. If you fail to arrive there at the appointed time for whatever reason, we will not be responsible for any additional expenses incurred by you to meet up with the group.

Any information given by the Company in regard to climate, clothing, special equipment, topography etc is done so in good faith and must be rechecked by you prior to relying on it.

No refund or compensation will be made or given for any unused accommodation, services or features of the trip where unused at your discretion or as a result of your action/inaction.

Medical and special requirements

It is your responsibility to ensure that you are sufficiently fit and healthy to complete your chosen trip. We reserve the right to require you to produce a doctor's certificate of fitness to participate in your chosen trip.

You must provide us with full details of any existing medical problem or disability that may affect your travel arrangements (including, in particular, any accommodation requirements) at the time of booking. If in our reasonable opinion, your chosen travel arrangements are not suitable for your medical problem or disability, or you are not travelling with someone who can provide all assistance you may reasonably require, we have the right to refuse to accept the booking. If you do not give us full details of your medical problem or disability at the time of booking, we can also cancel the booking

when we find out the full details, if in our reasonable opinion the travel arrangements are not suitable or you are not travelling with someone who can provide all assistance reasonably required. If we cancel in this situation, cancellation charges as set out above must be paid by the person concerned.

Medical vaccinations and other preliminary arrangements including passport and visa procurement are your responsibility. Please check these before booking and comply with any recommendations in good time.

Behaviour

Your behaviour should not be excessive, noisy or disruptive, especially at night. Your behaviour must at all times be appropriate to the culture of the country you are visiting. Offensive or illegal behaviour will not be tolerated and may result in the police being involved. We do not consider offensive or aggressive behaviour or language towards our staff to be acceptable. We may ask you and/or any member of your party to leave immediately if your conduct is considered by us to be inappropriate, likely to cause harm, or impair the enjoyment, comfort or safety of your neighbours, other members of your group, staff and/or the general public, or is likely, in our belief, to breach any terms of our agreement with you (including these conditions). No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you or any member of your party.

Our liability to you

Nothing in these terms seeks to limit or exclude our liability if something we do or fail to do causes death or personal injury through our negligence.

Other than this liability which we have accepted, we will not be liable for any losses that you suffer as a result of any breach of our agreement (including these conditions) except those losses which are reasonably foreseeable to both of us at the time we enter into the contract with you.

We shall not be held liable for any damages or loss (whether direct or indirect and howsoever caused) arising from the total, or partial failure to provide your trip if such failure is:

- attributable to you; or
- unforeseeable or unavoidable and attributable to a third party unconnected with us or any of our sub-contractors; or
- as a result of unusual and unforeseeable circumstances beyond our control including but not limited to strikes, war, civil or political unrest or government action; or

- as a result of any event which Escapar or the supplier of the services could not foresee or forestall; or
- due to the theft of bicycles or injury as a result of cycling either on or off road and in particular injuries as a result of either inadequately maintained and/or serviced personal equipment, or failure to wear the correct safety equipment, most notably cycle helmets, unless demonstrably due to our negligence.

In addition, since the services are provided to you as a consumer, we cannot accept responsibility for any losses related to any business of yours such as lost data, lost profits, loss of business, loss of contracts, loss of goodwill or other business or indirect loss that you may incur as a result of any breach of our agreement (including these conditions).

We will also not be liable for direct damage or loss of any nature caused, or contributed to, by any defect in or failure (whether partial or complete) of any travel services not provided by us, and which we could not reasonably be expected to be responsible for.

Information

Please note that all information given about our trips, in any format or channel, is intended merely to present a general idea of the trip and itinerary. Information is correct to the best of our knowledge. You will be provided with an itinerary for your trip giving details such as, the type of accommodation, what is included in the price, passport and visa requirements, and health formalities. Changes in all of these items may be made at any time and we will notify you of any changes that we become aware of as soon as we are reasonably able to do so.

Safety and Security

You are required to follow any safety advice provided to you including wearing a cycle helmet when cycling.

Escapar is not liable or responsible for any loss/theft or damage to property, equipment or belongings at any time. However, during your stay, we will make every effort to keep you and your property safe.

Equipment

If bringing your own equipment, please ensure that it is adequately maintained and insured. We will take all reasonable care when transporting equipment, however we are not responsible for any damage caused to equipment by a third party unconnected with the provision of the services contracted for, whether such damage is caused during the trip or whilst the equipment is in transit.

General

These booking conditions are governed by English law and both you and we agree to submit to the non-exclusive jurisdiction of the English courts.

By booking, unless you tell us otherwise, you consent to our use of any likeness or image of you secured or taken on any of our trips without charge in all media (whether now existing or in the future) for bona fide promotional materials of any kind, such as brochures, videos, the internet, and social media channels. This personal data, together with all other personal information you provide when making your booking with us or otherwise, will be processed by us in accordance with our privacy policy.

Bike Hire Conditions

Advance booking is necessary to reserve equipment. Bookings are not confirmed until receipt of payment.

The equipment, including all accessories supplied, is let out on hire. The equipment remains our property and you will not sell, hire out or otherwise part with the possession thereof.

You undertake not to misuse the equipment and to return it with all accessories in the same condition as it was when received by you (ordinary wear and tear excepted). We shall be entitled to charge you for any damage caused to the equipment during the period of hire caused by your act or omission. Damage caused to the equipment will be charged according to manufacturer list prices. The use of bikes on the beach is forbidden.

In the event of a breakdown, other than a result of your misuse, we will use reasonable endeavours to repair or procure the repair of the equipment.

You must ensure that the equipment is adequately secured when not in use, not use the equipment whilst under the influence of alcohol or drugs and immediately notify us in the event of the breakdown or loss of the equipment.

In the event of the equipment being stolen or lost you are required to report the incident to the local police and to provide the Company with a copy of the report within a maximum 24-hour period from the detection of the event. The user shall be responsible for full payment of stolen or lost equipment, the value amount determined according to the manufacturer list price. However, should the equipment subsequently be returned in a satisfactory condition, we will refund you within 14 days.

A credit card refundable deposit of €200 shall be paid for each bike to be rented. This deposit will be refunded on the return of the bike in the same state and condition it was received. We shall be entitled to charge your credit card the corresponding amount for all damages or losses caused to rental equipment.

The company shall not be responsible for any fine or penalty resulting from any violation of local laws and regulations. Nor shall the company be responsible for any claim for personal injuries or material damages caused to you, or to third parties by you.

Company Details

Escapar Ltd. 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom.

Registered in England: Company Number 11363400