



TERMS AND CONDITIONS 2006

1. Our agreement

1.1. The terms and conditions set out here together with the confirmation invoice form the agreement between all of the people listed in the booking and 10fifty Limited (the "Company").

1.2. No booking shall be deemed to be accepted unless and until confirmed in writing by the Company. All quotations are made without engagement and are subject to confirmation in writing by us on receipt of a booking.

1.3. The week after you have made the booking we will send you a confirmation invoice. You should check this invoice carefully to make sure that it matches what you have booked and advise us in writing immediately if the details are not all correct.

1.4. At the time you make your booking you must pay a deposit of £[100] per person included in the booking for the guided cycling holidays. The rest of the holiday price must be paid 8 weeks before your holiday commences. If you do

not pay the balance of the price of your holiday at this time we may cancel your booking and ask you to pay the cancellation charges as set out in section 3.

1.5. If you book your holiday less than 8 weeks before it is due to start, the price of your holiday is payable in full at the time of booking.

1.6. The person signing the confirmation invoice accepts responsibility for paying for all of the people on the booking. You must be at least 18 years old to make a booking with us.

2. Holiday price

2.1. The prices quoted to you are in pounds sterling. We reserve the right to increase or decrease the prices at any time before a confirmation invoice is issued, although the price shown on your confirmation invoice will not be increased unless you amend the booking in any way after it is made.

2.2. In addition to the details on the confirmation invoice, the price of your holiday includes VAT.

3. Cancellations and alterations

3.1. If you want to cancel your booking after we have accepted it, the person who signed the confirmation invoice must advise us in writing by post, fax or e-mail as soon as possible. Verbal cancellations will not be accepted.

3.2. We will ask you to pay cancellation charges as set out below. Cancellation periods are calculated on the date of your cancellation being received by us.

3.3. If one member of the party wishes to cancel, the remainder of the party may have to pay extra to retain the booking.

Period before holiday starts within which we receive written notice Cancellation charge shown as a percentage of the total holiday cost

- 56 days or more Deposit only
- 42-55 days 60%
- 29 - 41 days 70%
- 22-28 days 90%
- 0-21 days 100%

4. Our liability to you

4.1. The Company cannot be held liable to accept responsibility for death, bodily injury or illness caused during your holiday with us unless that it is proved that it is due to the negligence of our employees acting in the course of their employment.

4.2. Except in respect of death or personal injury caused by our or our employees' negligence, we shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of us, or our employees or agents or otherwise) which arise out of or in connection with the booking.

4.3. Without limiting the effect of the above, in any event, the Company's liability in any action (other than one for personal injury, illness or death due to our/our employees' negligence) will be limited to the cost of your

holiday with us (which does not include your travel arrangements and other incidental costs of your holiday not booked through the Company) or the proceeds of insurance received by us in respect of such liability (whichever is the greater).

5. Any problems

Any complaints or problems should be brought to the attention of your chalet hosts during your stay, who will make every effort to achieve a satisfactory solution.

6. Whilst on holiday

6.1. If you wish to make any amendments to your booking whilst on holiday, for example, choosing any of the optional extras in addition to the standard package, your request will be subject to availability. Any further costs must be met by you and paid when you make your request.

6.2. The accommodation booked is only available for use by the persons included on the booking.

6.3. You are responsible for any damage caused to your holiday accommodation during your stay and the cost of any repairs or replacements must be met by you and paid on request by your chalet hosts/the Company's representative.

You hereby authorise us to debit your account or credit card as payment for amounts owed to us pursuant to your obligation under this clause. We shall of course inform you of the charge.

6.4. The Company's representatives and/or your chalet hosts may remove any person whose behaviour is disruptive or that affects the enjoyment and/or health and safety of other guests in your holiday accommodation.

7. Insurance

Travel insurance (including outdoor activity and rescue cover) is essential and save for death or personal injury arising directly from our negligence, no liability will be accepted for any client travelling without adequate travel insurance (as appropriate to the type of holiday being booked).

8. Special requests

8.1. We will try to accommodate any special requests but cannot guarantee to do so. Please note that special requests do not form part of the contractual arrangement between you and the Company and we will accept no liability if they are not met.

8.2. Any special requests, such as vegetarian meals, special dietary requirements, specific room allocations or any other requirements must be made to us in writing (by letter, fax or e-mail) either before, or at the time you make your booking.

8.3. We will note any special requests on your confirmation invoice but this cannot be taken as an indication that your special request forms part of the contract between you and the Company.

9. Force majeure (i.e. people not being allowed to enter France because of foot and mouth disease]

We reserve the right to cancel or rearrange the booking (at a time convenient for both you and us) if we are prevented from or hindered in providing the accommodation and/or facilities through any circumstances beyond our reasonable control,

10. Health and safety

We would ask that you have consideration for the enjoyment of other guests. In particular, at all times you are responsible for conducting yourself so that the health and safety of third parties is not threatened. You agree to hold us harmless against all costs and expenses we incur as a result of your actions or omissions, which result in damage to person or property.

11. Jurisdiction

This contract is governed by the law of England and Wales and exclusive jurisdiction is conferred on the English and Welsh courts.

Please sign below to show that you have read and understood all of the above points.

Signature:

Signature:

Name:

Name:

Date:

Date:

Signature:

Signature:

Name:

Name:

Date:

Date:

Signature:

Signature:

Name:

Name:

Date:

Date: