

DATED

1st April 2016

TERMS AND CONDITIONS

GREEK CYCLE HOLIDAYS



1. INTERPRETATION

1.1 **Definitions.** In these Conditions, the following definitions apply:

Booking: the Customer's booking for Services, as carried out by email or by telephone which shall include the Booking Details.

Booking Cost: the cost of the Booking and Cycle Hire Cost for the Holiday Duration.

Booking Details: the booking details including the name(s) of the Customer and Guests; address; age; date of birth; nationality; date of Booking; and details of the number of cycles to be hired (if any).

Booking Form: the form containing the Booking Details completed by the Customer in relation to the Booking.

Booking Invoice: the invoice for the Booking Cost issued by the Supplier to the Customer in accordance with the Contract.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Checkout Time: 11.00am on the final day of the Holiday Duration

Commencement Date: has the meaning set out in clause 2.3.

Conditions: these terms and conditions as amended from time to time in accordance with clause 17.5.

Contract: the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

Customer: the person who purchases Services from the Supplier.

Cycle Hire: the provision of offering cycles for hire during the Holiday Duration.

Cycle Hire Cost: £120.00 per bike per week (subject to pro rata rates for alternative durations).

Date of Arrival: the first day of the Holiday Duration

Guest: a party to the Booking (including the Customer).

Holiday Duration: the duration of the Services provided by the Supplier in accordance with the Contract.

Information Service: a free information service with regard to local cycle paths; courses; and routes in the local and surrounding area to the Premises.

Late Checkout Charge: £50.00

Losses: includes all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, levies, and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses).

Order: the Customer's order or booking for Services as set out in the Customer's Order Form; during a telephone booking or as the case may be.

Premises: 19 Menandrou, Eretria, Greece 34008

Rates: the cost of the Services in accordance with clause 5.

Services: means the provision of providing to a Customer:-living accommodation to for the agreed Holiday Duration; and advice on cycling related services.

Specification: the description or specification of the Services provided in writing by the Supplier to the Customer.

Supplier: Steven Paul Frost T/A Greek Cycle Holidays of Karakonstantinou 7,N.Iraklio 141 22, Athens, Greece.

Supplier's Bank Account: Steven Paul Frost, Account Number 738 / 603236-22, IBAN: GR4401107380000073860323622, BIC :ETHNGRAA

Supplier Chattels: all materials, equipment, documents, fixtures, fittings and other property of the Supplier at or in the vicinity of the Premises.

1.2 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF THE CONTRACT

2.1 The Booking constitutes an offer by the Customer to purchase Services from the Supplier in accordance with these Conditions.

2.2 The Booking Form must contain the Booking Details.

2.3 The Booking shall only be deemed to be accepted when the Supplier issues written acceptance of the Booking (**Booking Confirmation**) on which date the Contract shall immediately come into existence and force (**Commencement Date**).

2.4 All of the appropriate Rates are subject to availability and each Booking is accepted and Contract formed at the discretion of the Supplier.

- 2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract or these Conditions.
- 2.6 Any descriptive matters or advertisements issued by the Supplier, and any descriptions or illustrations contained in any of the Supplier's catalogues or brochures including online at info@greekcycleholidays.com, are issued or published for the sole purpose of giving an approximate idea and description of the Services described in them. They shall not form part of the Contract nor have any contractual force.
- 2.7 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.8 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier shall supply the Services to the Customer in accordance with the Booking.
- 3.2 The Supplier shall, attempt to meet the date of the Booking as requested by the Customer in the Booking Form. However, for the avoidance of doubt, the acceptance of any Booking is subject to availability and subject to the Supplier's discretion.
- 3.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 3.4 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall:
- (a) ensure that the Booking Details and all other information provided in the Booking Form are true; complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;

- (c) provide the Supplier and any of its employees, agents, consultants or subcontractors, with access to the Premises, at any time during the Holiday Duration, as is reasonably required by the Supplier;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;

4.2 During the Holiday Duration, the Customer shall at all times:

- (a) keep and maintain the cleanliness of the Premises to a reasonable standard;
- (b) keep and maintain the Supplier Chattels contained at or within the immediate vicinity of the Premises:-
 - (i) in safe custody and at the Customer's risk;
 - (ii) in good condition; and
 - (iii) not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.
- (c) refrain from:-
 - (i) smoking within the Premises;
 - (ii) allowing pets or animals inside the Premises;
 - (iii) act in a way which is in contravention of any law or governmental order, rule, regulation or direction which may apply in accordance with the applicable jurisdiction; or
 - (iv) making excessive noise after midnight.
- (d) have a valid holiday insurance policy (for themselves and all Guests) suitable for an active cycling holiday.

4.3 In the event that the Customer breaches or acts in a way which is in contravention of clause 4.2(a) to 4.2(d), the Customer shall pay to the Supplier on demand, all Losses incurred by the Supplier as a result of the Customer or Guests acts or omissions.

4.4 The Customer is under an obligation to vacate the Premises on the final day of the Holiday Duration no later than the Checkout Time. The Supplier reserves the right to charge an additional Late Checkout Charge should the Customer (and/or any Guest) fail to vacate the Premises by the Checkout Time.

4.5 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (including but not limited to the obligations contained within clause 4.1 to 4.4) (**Customer Default**):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the

performance of any of its obligations to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 3; and
- (c) the Customer shall reimburse the Supplier on written demand for any Losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

5. SERVICE PROVISIONS

- 5.1 The Customer can check in to the Premises at any time after 1.00pm on the Date of Arrival or at an earlier time should this have been agreed in writing and in advance by both parties.
- 5.2 On the date of departure, the Customer must check out of the Premises by the Checkout Time. The Customer can request a later time to check out of the Premises however this is subject to availability and will be charged at an hourly rate at the discretion of the Supplier, which will be payable by the Customer in advance.
- 5.3 The Supplier will provide bed linen and towels to the Customer for the Holiday Duration. The Customer (and/or any Guest) can request a change of bed linen or towels during the Holiday Duration for an additional charge of £30.00, which will be payable by the Customer (and/or Guest) to the Supplier in advance.
- 5.4 On occasion, and subject to the discretion of the Supplier, the Supplier may:-
 - (a) offer an Information Service in relation to local cycle routes in the surrounding area of the Premises; and
 - (b) offer return transport services to and from local cycle routes;

however for the avoidance of doubt, the Supplier does not warrant the safety of and/or condition of the local cycle routes and accepts no liability whatsoever.

- 5.5 Subject to the Booking (and Booking Details), the Supplier can offer Cycle Hire to the Customer during the Holiday Duration. The Cycle Hire Cost shall be paid in advance by the Customer and the availability of the cycles is subject to availability and discretion of the Supplier. The size and type of the cycle(s) will be indicated to the Customer prior to arrival however this will be subject to change.

6. RATES

- 6.1 The Rates to be paid by the Customer to the Supplier for the Services are as follows:-
 - (a) self-catering - £390.00 per Guest, per week;
 - (b) bed and breakfast - £460.00 per Guest, per week; and

- (c) all inclusive - £610.00 per Guest, per week.

7. PAYMENT

- 7.1 Upon receipt of the Booking, the Supplier shall proceed to issue a Booking Invoice to the Customer for payment of the applicable Rates. The Supplier shall proceed to send this to the Client in writing alongside the Booking Confirmation.
- 7.2 The Customer shall be under an obligation to pay the Booking Invoice submitted by the Supplier, in accordance with the following terms:
 - (a) to pay 25% of the Booking Cost to the Supplier within 7 days of receipt of the Booking Invoice; and
 - (b) pay the remaining 75% of the Booking Cost no later than 60 days prior to the Date of Arrival.
- 7.3 in full and in cleared funds to the Supplier's Bank Account or by whatever other method as agreed in advance by the parties; and time for payment shall be of the essence of the Contract. All amounts payable by the Customer under the Contract are exclusive of amounts due in respect of value added tax (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 7.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Supplier reserves the right to cancel the Booking without any refund whatsoever.
- 7.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. LIMITATION OF LIABILITY:

- 8.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
 - (b) fraud or fraudulent misrepresentation; and
 - (c) breach of the terms implied by any applicable statute.
- 8.2 Subject to clause 8.1:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of use, loss of amenity or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £5,000,000.

8.3 This clause 8 shall survive termination of the Contract.

9. AMENDMENTS TO YOUR BOOKING

9.1 The Customer shall be entitled to make a request to amend the Booking provided that the Customer gives notice to the Supplier by contacting Steven Frost in writing at least 30 days prior to the Date of Arrival, at Karakonstainou 7, N.irakloi, Athens, 14122, Greece; by email to info@greekcycleholidays.com; or by telephone on 0030 6980086345;

9.2 The Supplier will make reasonable attempts to accommodate the Customer's request to amend the Booking, however this will be subject to the availability of the Premises and subject to the payment by the Customer of any increase in the Rates which may apply to the proposed amended Date of Arrival.

9.3 Any Customer's request to amend the Booking with less than 30 days prior notice to the Date of Arrival shall be subject to the discretion of the Supplier.

9.4 In the event that the Supplier cannot accommodate the Customer's proposed amended Booking Date and the Customer proceeds to cancel the Booking, the following charges will apply, which the Customer shall remain liable:-

- (a) if the Customer cancels the Booking more than 30 days before the Date of Arrival, the Customer shall be liable for 25% of the Booking Cost;
- (b) if the Customer cancels the Booking less than 30 days before the Date of Arrival, the Customer shall be liable for 75% of the Booking Cost.

For the avoidance of doubt, any sums paid over and above the liabilities contained in accordance with clause 9.4(a) and 9.4(b) will be refunded by the Supplier to the Customer within 10 Business Days from the date of cancellation.

9.5 For the avoidance of doubt, the Supplier reserves the right to amend the Booking without any prior notice to the Customer. In the event of such circumstances, and should the amended Booking not be accepted by the Customer, the Customer will be entitled to a full refund of the sums paid in accordance with clause 7.

10. CUSTOMER'S CANCELLATION RIGHTS

- 10.1 The Customer has the right to cancel the Contract at any point during the Cancellation Period without giving any reason to the Supplier.
- 10.2 The Cancellation Period will automatically begin on the Commencement Date.
- 10.3 Any cancellation within the Cancellation Period must be in accordance with this clause. If the Customer wishes to cancel the Contract, the Customer must provide notice in writing to Steven Frost, at Karakonstainou 7, N.irakloi, Athens, 14122 , Greece; by email to info@greekcycleholidays.com; or by telephone on 0030 6980086345
- 10.4 If the Customer cancels the Contract during the Cancellation Period, the Supplier will refund any payments received by them in connection with the Contract, no later than 10 Business Days from the date of cancellation.
- 10.5 In addition, the Customer has a right to end the Contract immediately if the Supplier has:-
- (a) provided the Customer with notice of a change to the Services or these terms which the Customer does not agree to or are to the Customer's detriment;
 - (b) informed the Customer of an error in the Rates or description of the Services and in light of such error, the Customer does not wish to proceed and wishes to cancel;
 - (c) informed the Customer that there is a risk that the supply of Services may be significantly changed because of events outside the Supplier's control;
 - (d) done something which gives the Customer the legal right to end the Contract.

In any of the circumstances contained at clause 10.5(a) to 10.5(d), the Supplier will refund the Customer in full for any payments made to the Supplier in relation to the Contract (as received in accordance with clause 7). Any refund due in connection with this clause will be made by the Supplier no later than 10 Business Days from the date in which the Contract is ended.

- 10.6 For the avoidance of doubt, the Customer does not have the legal right to cancel the Contract if the Services have already been provided (in part or in full), even if the Cancellation Period is still running.
- 10.7 The Customer has the right to terminate the Contract at any time within the Holiday Duration, however they will not be entitled to any refund whatsoever from the Supplier.

11. SUPPLIER'S CANCELLATION RIGHTS

- 11.1 The Supplier (without limits to their other rights or remedies) reserves the right to immediately terminate the Contract without any further obligation and without any refund to the Customer if the Customer:-
- (a) breaches any of their obligations (including but not limited to the obligations contained within clause 4.1 to 4.4); or
 - (b) fails to pay any amount due under this Contract on the due date for payment (as specified in clause 7) and/or fails to pay all outstanding amounts owed to the Supplier within 5 Business Days after being notified in writing to do so.

12. TERMINATION

- 12.1 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract;
 - (b) the other party (being an individual) is the subject of a bankruptcy petition or order;
 - (c) the other party's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 12.2 The Supplier reserves the right to cancel the Booking without any prior notice whatsoever. Should such circumstances occur, the Supplier will refund the Customer all payments which were paid by the Customer under the terms of the Contract (and in accordance with clause 7). For the avoidance of doubt, the Supplier will not reimburse any other costs or expenses the Customer may incur or have incurred (either directly or indirectly) as a result of any such cancellation.

13. CONSEQUENCES OF TERMINATION

On termination of the Contract for any reason (other than in accordance with 9.5, 10.1, 10.5; and clause 12.2), the Customer shall be liable for the charges specified in clause 9.4. For the avoidance of doubt, the Supplier shall be under no obligation whatsoever to the Customer immediately following the termination of the Contract. The accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry, and the clauses which expressly or by implication survive termination shall continue in full force and effect.

14. COMPLAINTS

- 14.1 If the Customer wishes to make a complaint in relation to the Services, the Customer must contact the Supplier in writing to Steven Frost at Karakonstainou 7, N.irakloi, Athens, 14122, Greece; by email to info@greekcycleholidays.com; or by telephone on 0030 6980086345
- 14.2 The Supplier reserves the right to ignore any complaints made by a Customer which are not made within 28 days after the date of the issue or circumstances to which the complaint relates.

15. PERSONAL INFORMATION

- 15.1 The Customer agrees that the Supplier may:-
- (a) hold and retain the Customer's (and/or Guests) details which are obtained in accordance with this Contract and Booking Form, in either an electronic or written format; and
 - (b) contact the Customer (and/or Guest) to provide up to date information in relation to the Services or special offers which the Supplier may offer from time to time.
- 15.2 The Supplier may give the Customer's (and/or Guests) personal information to other third parties where the law either requires or allows us to do so; or with the prior consent of the Customer.

16. FORCE MAJEURE

- 16.1 For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 16.2 The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- 16.3 If the Force Majeure Event prevents the Supplier from providing any of the Services during the Holiday Duration, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving immediate written notice to the Customer. Should such circumstances occur, the Customer will be entitled to a refund for the proportion of the Holiday Duration remaining at time the Contract is terminated, calculated on a pro rata basis.

17. GENERAL

17.1 Assignment and other dealings.

- (a) The Supplier may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, subcontract, or deal in any other manner with any or all of its rights or obligations under the Contract.

17.2 Severance.

- (a) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- (b) If one party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.3 **Waiver.** A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17.4 **Third parties.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

17.5 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Supplier.

17.6 **Governing law.** This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

17.7 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.