

1. Our contract

All bookings are made with Pedal Taiwan Limited (us/we), trading as Pedal Taiwan. By booking a trip with us you are deemed to have agreed to these Booking Conditions (which constitutes the entire agreement between you and us) and your booking will be accepted by us on this basis. The services to be provided are those referred to in your booking confirmation invoice.

2. Validity

Dates and itineraries are indicative only.

3. Deposit requirement

You are required to pay a non-refundable deposit of £500 per person per trip for your booking to be confirmed. If your booking is made within 56 days of the departure date then the full amount is payable at the time of booking. Please note that different deposits amounts are required for selected trips.

4. Acceptance of booking and final payments

If we accept your booking we will issue a confirmation invoice. A contract will exist between us from the date we issue the confirmation invoice or if you book within 7 days of departure the contract will exist when we accept your payment. Please refer to your booking confirmation invoice for details regarding final payments. Payment of the balance of the trip price is due 56 days before the departure date. If this balance is not paid on or before the due date we reserve the right to treat your booking as cancelled.

5. Prices & surcharges

Our trip prices are subject to variable and seasonal pricing, both of which are standard practice within the travel industry. This means our trip prices may vary at any time in accordance with demand, market conditions and availability. It is likely that different passengers on the same trip have been charged different prices. Your best option if you like the price you see is to book at that time. Once you have received a quote the price will be locked in provided you pay the required deposit prior to the quote's expiry. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply. If you wish to cancel your booking to take advantage of a cheaper price, full cancellation conditions apply. The most up to date pricing is available on our website. Prices are based on currency exchange rates as of July 2017; note that prices may vary depending on which currency the booking is made. We reserve the right to impose surcharges up to 56 days before departure due to unfavourable changes in exchange rates, increases in airfares or other transportation costs, increases in local operator costs, taxes, or if government action should require us to do so. In such instances we will be responsible for any amount up to 2% of the trip price and you will be responsible for the balance. If any surcharge results in an increase of more than 10% of the trip price you may cancel the booking within 14 days of notification of the surcharge and obtain a full refund. We will not surcharge any booking for travel within the validity of this brochure once paid in full. Please note that a surcharge may be applied to all purchases made by credit card.

6. Your details

In order for us to confirm your travel arrangements you must provide all requested details with the balance of the trip price. Necessary details vary by trip; they include but are not limited to full name as per passport, date of birth, nationality, passport number, passport issue and expiry date and any pre-existing medical conditions you have which may affect your ability to complete your travel arrangements. On some trips we may also require you to complete and forward a Self-Assessment form. Failure to provide requested details may result in additional charges or non-refundable cancellation of your trip.

7. Cancellation by the traveler

If you cancel some or all portions of your booking cancellation fees will apply. A cancellation will only be effective when we receive written confirmation of the cancellation. If you cancel a trip:

- 56 days or more prior to departure, we will retain the deposit;
- between 31 and 55 days prior to departure, we will retain the deposit or 50% of the total booking cost; whichever is greater, and
- 30 days or less prior to departure, we will retain 100% paid by you in connection with the booking.

If you leave a trip for any reason after it has commenced we are not obliged to make any refunds for unused services. If you fail to join a tour, join it after departure, or leave it prior to its completion, no refund will be made.

8. Cancellation by us

We may cancel a trip at any time up to departure. We may cancel a trip at any time prior to departure if, due to terrorism, natural disasters, political instability or other external events it is not viable for us to operate the planned itinerary. If we cancel your trip, you can transfer amounts paid to an alternate departure date or receive a full refund. In circumstances where the cancellation is due to external events outside our reasonable control refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your booking including but not limited to visas, vaccinations, travel insurance excess or non-refundable flights.

9. Booking amendments

If you wish to transfer from one trip to another or transfer your booking to a third party you must notify us at least 56 days prior to the proposed departure date. A fee of £125 per person per change will apply (in addition to any charges levied by hotels, ground operators or airlines). If you notify us less than 56 days prior to the proposed departure date the refund policy applicable to cancellations will apply. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the trip, and transfers to another departure can only be made to a departure within the current validity period.

Amendments to any other arrangements made in conjunction with your trip will incur a £75 administration fee per booking per change. This fee is in addition to any charges levied by hotels, ground operators or airlines. No amendments are permitted to your booking within 10 days of departure.

10. Inclusions

The price of your trip includes:

- All accommodation as listed in the Trip Brochure
- All transport listed in the Trip Brochure
- Sightseeing and meals (excluding evening meal) as listed in the Trip Brochure
- The services of a group leader as described in the Trip Brochure

11. Exclusions

The price of your trip does not include:

- International or internal flights unless specified
- Airport transfers, taxes and excess baggage charges unless specified
- Meals other than those specified in the Trip Brochure
- Visa and passport fees
- Travel insurance
- Optional activities and all personal expenses

12. Age & Health requirements

Minimum Age: For the majority of our trips the minimum age is 18 at the time of travel. All travelers under the age of 18 must be accompanied by a legal guardian, or in lieu of a legal guardian, by an escort over the age of 18, appointed by their legal guardian. The legal guardian or their designee will be responsible for the traveler under the age of 18's day to day care. If a legal guardian elects to designate an escort in their lieu, they will be required to complete and sign a relevant document, to delegate their authority.

Please note we cannot guarantee triple or adjoining rooms for families; accompanying adults may be required to share with others in the group on a twin share basis.

Maximum Age: For the majority of our trips we have no upper age limit though we remind you that our trips can be physically demanding and passengers must ensure that they are suitably fit to allow full participation. We are able to provide details on mandatory health requirements; however, we are not medical experts. It is your responsibility to ensure that you obtain proper and detailed medical advice at least two months prior to travel for the latest health requirements and recommendations for your destination.

13. Passport and visas

You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Essential Trip Information for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

14. Travel insurance

Travel insurance is mandatory for all our travelers and should be taken out at the time of booking. Your travel insurance must provide cover against personal accident, death, medical expenses and emergency repatriation with a recommended minimum coverage of GBP£200,000 for each of the categories of cover. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance prior to the commencement of your trip; you will not be able to join the trip without it. If you obtain travel insurance through us you acknowledge that you are satisfied with the level of insurance we have arranged.

15. Flexibility

You appreciate and acknowledge that the nature of this type of travel requires considerable flexibility and you should allow for alternatives. The itinerary provided for each trip is representative of the types of activities contemplated, but it is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events.

16. Change of itinerary

While we endeavor to operate all trips as described we reserve the right to change the trip itinerary. Please refer to our website before departure for the most recent updates to your itinerary.

Before departure: If we make a major change we will inform you as soon as reasonably possible if there is time before departure. The definition of a major change is deemed to be a change affecting at least one day in five of the itinerary. When a major change is made you may choose between accepting the change, obtaining a refund of money paid on the land portion of the trip only or accepting an alternative tour offered.

After departure: We reserve the right to change an itinerary after departure due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

17. Authority on tour

Our group trips are run by a group leader. The decision of the group leader is final on all matters likely to affect the safety or well-being of any traveler or staff member participating in the trip. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the trip immediately, with no right of refund. We may also elect not to carry you on any future trips booked. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited.

18. Acceptance of risk

You acknowledge that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in our daily lives. We use information from government foreign departments and reports from our own contacts in assessing whether the itinerary should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

19. Limitation of liability

a. We will accept liability for the negligence of our staff or agents causing death or physical injury to persons or loss or damage to personal property only to the extent it is obliged under the applicable law. Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. This acceptance of liability is subject to clause c. below.

b. In other circumstances we are responsible to you for the proper performance of this contract. This acceptance of liability is subject to clause c. below.

c. we shall not be liable for any damage or loss if the failure to carry out the contract is:

- attributable to you.
- attributable to a third party unconnected with the provision of the services contracted for and the event is unforeseeable or unavoidable.

- due to unforeseen and unusual circumstances beyond our control, the consequences of which could not have been avoided even if all due care had to be exercised.
- due to political disputes, border closures, refusal of visas, industrial action, climate or other matters of a similar nature and any other force majeure.
- due to an event which the Company, even with all due care, could not foresee or forestall.

d. Except in cases involving death, injury or illness, any liability covered under clause b. above is limited to 2 times the price paid. In the case of damaged property the liability is limited to a maximum amount equal to the amount paid by or on behalf of the owner of the property. In all cases the Company specifically excludes all liability for indirect or consequential loss or expense including loss of profits and in all cases our liability will be limited in accordance with and/or in an identical manner to the contractual terms of the companies that provide the transportation for your travel arrangements.

e. Where your trip arrangements involve travel by air, rail or sea, or hotel accommodation, the compensation is limited by the following international conventions respectively: Warsaw Convention as amended 1955, Bern Convention 1961, Athens Convention 1974 and Paris Convention 1962. We are to be regarded as having all benefit of any limitation of right to claim or compensation contained in these or any conventions..

f. our acceptance of liability in clauses a and b above is subject to assignment by you of your rights against any agent, supplier or sub-contractor which is in any way responsible for the unsatisfactory arrangements or your death or personal injury.

g. Flight Notice, Flight Information and EU Blacklist.

This is a notice required by European Community Regulation (EC) No.889/2002. This notice cannot be used as a basis for a claim for compensation, nor to interpret the provisions of the Regulation or the Montréal Convention, and it does not form part of the contract between the carrier(s), us and you, nor part of a claim. No representation is made by the carrier(s) or us as to the accuracy of the contents of this notice.

Air carrier liability for passengers and their baggage:

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montréal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £80,000 / €120,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximately £13,000 / €19,300).

Passenger delays: In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximately £3,300 / €5,000).

Baggage delays: In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximately £800/€1,200).

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately £800) In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage: A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers: If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information. The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No. 2027/97 (as amended by Regulation (EC) No. 889/2002) and national legislation of the Member States.

In accordance with EU directive (EC) no. 2111/2005, Article 9, we are required to bring to your attention the existence of a 'Community list' which contains details of air carriers that are subject to an operating ban within the EU Community. The Community list is available for inspection at www.air-ban.europa.eu. In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used on our confirming documents. The airline may use wide and narrow-body jets. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate.

20. Optional activities

Optional activities not included in the trip price do not form part of the trip or this contract. You accept that any assistance given by your group leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and activity provider.

21. Claims & complaints

If you have a complaint about your trip please inform your group leader or our local representative at the time in order that they can attempt to rectify the matter. If satisfaction is not reached through these means then any further complaint should be put in writing to us within 30 days of the end of the tour.

22. Severability

In the event that any term or condition contained in these Booking Conditions is unenforceable or void by operation of law or as being against public policy or for any other reason then such term or condition shall be deemed to be severed from this contract or amended accordingly only to such extent necessary to allow all remaining terms and conditions to survive and continue as binding.

23. Photos and marketing

You consent to us using images of you taken during the trip for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable license to use such images for publicity and promotional purposes.

24. Privacy policy

Any personal information that we collect about you may be used for any purpose associated with the operation of a Trip or to send you marketing material in relation to our events and special offers. The information may be disclosed to our agents, service providers or other suppliers to enable us to operate the Trip. We will otherwise treat your details in accordance with our privacy policy.

25. Applicable law

The laws of the United Kingdom govern these Booking Conditions to the fullest extent allowable. Any disputes in connection with a trip or these Booking Conditions must be initiated in the courts of the United Kingdom.

26. Registered address

Lynden Manor, Langworthy Lane, Maidenhead, Berks., United Kingdom, SL6 2HH