

# THE ROAD TO BERLIN

## Commemorating the 80<sup>th</sup> anniversary of VE Day

### Rider Terms and Conditions

1. Booking Procedure and Payment terms
  - 1.1 Please send us your completed and signed copy of our Booking Form by email or post. Submission of the booking form is deemed to be acceptance of these Terms and Conditions. If booking by post please also send a cheque for the deposit with your booking form.
  - 1.2 On receipt of your booking form Green Jersey Cycling Tours Ltd will issue a Booking Confirmation and (receipted) invoice for the deposit, which should be paid by bank transfer. Details will be provided on the invoice. Cheques should be made payable to 'Green Jersey Cycling Tours Ltd'.
  - 1.3 Deposits become due within 7 days of invoice date and after this period your registration will lapse if the deposit has not been received.
  - 1.4 If you need several more days please telephone before expiry of the 7 day period and we will extend it further.
  - 1.5 If we do not receive your deposit within 7 days or more time has not been negotiated as per clause 1.4 we reserve the right to allocate your space to someone else.
  - 1.6 Payment of deposit is existence of a contract between us and agreement to these terms and conditions.
  - 1.7 We will submit an invoice to The Army Benevolent Fund for the balance of your event cost which becomes due 8 weeks before commencement of the event.
  - 1.8 The Army Benevolent Fund will pay the balance of the cost subject to their having received a percentage of the minimum fundraising amount as set out in 1.12 and 1.13.
  - 1.9 If that amount is not received in a timely manner this will constitute a cancellation by you (see paragraph 2.4 below) and you will still remain personally liable for the cancellation charges.
  - 1.10 Whilst The Army Benevolent Fund will pay the balance subject to the clauses above, ultimate responsibility and liability for the trip cost remains with you and the contract is between Green Jersey Cycling Tours Ltd and you.
  - 1.11 We and/or The Army Benevolent Fund will from time to time send out fundraising tips and ideas to help you raise the minimum amount. Please feel free to contact us or The Army Benevolent Fund at any time for advice on fundraising.
  - 1.12 You pledge to raise a minimum of £2,000 in sponsorship. You can make up the balance yourself should you not reach this target. There is no maximum limit. 85% of your target (£1,700) should be sent to The Army Benevolent Fund by 31 May 2025. If you do not pay a minimum amount equal to the price stated in clause 1.13 we reserve the right to cancel your place which will constitute a cancellation by you under section 2 of these terms and conditions. The remainder of your fundraising monies is due 4 weeks after your return.
  - 1.13 You will be considered a 'professional fundraiser' within the meaning of the Charities Act 1992. You are to ensure the following:
    - a. When you are obtaining sponsorship you must give the following statement "I am participating in an event promoted by Green Jersey Cycling Tours Ltd to raise funds for The Army Benevolent Fund. I have committed to raise at least £2,000 for the charity, a share of which will be used to pay the costs of my travel, accommodation and other costs."

- b. You must maintain accurate records showing how much money you have raised and allow The Army Benevolent Fund to access these at any time.
- c. It is important that these rules are followed. Breaking these provisions would mean you commit a criminal offence under the terms of the Charities Act 1992.
- d. Once you have raised 85% (£1,700) of the minimum sponsorships (due 31 May 2025), your place will be confirmed.

1.14 Green Jersey Cycling Tours Ltd reserve the right to increase the amount of the balance due should the currency exchange rate drop below 1.1 Euros to the Pound Sterling. This clause will be invoked only at the time of payment of accommodation, transport and other suppliers who are paid in Euros and will be limited to an amount equal in percentage terms to the difference between the exchange rate at that time and the exchange rate as set out above. The exchange rate shall be defined as the commercial rate provided by Lloyds TSB.

## 2. Cancellation by you

If you cancel your place cancellation charges will apply as follows. You are therefore strongly advised to ensure that you have adequate travel insurance in place to cover you in the event of cancellation by you:

- 2.1 The deposit is non-refundable unless we are able to reallocate your place in which case a £50 cancellation charge will be levied.
- 2.2 We will only reallocate your place to someone on a waiting list. A waiting list will be in operation only after all places have been allocated through the normal registration process.
- 2.3 After payment of deposit but before sponsorship is paid, the deposit is forfeited in full.
- 2.4 Less than six weeks before the start date, the full costs will be forfeited.
- 2.5 You expressly agree that any monies recovered by you from your travel insurance which relate to sums paid on your behalf by The Army Benevolent Fund will be reimbursed to The Army Benevolent Fund.
- 2.6 If you cancel or are required to withdraw from the trip you will be required to send all sponsorship forms and money collected directly to The Army Benevolent Fund. This may well be retained by The Army Benevolent Fund. If your sponsors wish to request a refund of their donations then they must apply in writing to The Army Benevolent Fund.

## 3. Cancellation by us

- 3.1 If we cancel the event we will offer you an alternative departure date if possible.
- 3.2 You are not obliged to accept our offer of an alternative date and can instead opt for a full refund, including deposit, of all monies paid by you to Green Jersey Cycling Tours Ltd.
- 3.3 You should ensure that you have adequate insurance in place to cover you should we be forced to cancel your trip to cover those amounts paid to suppliers other than us (e.g. travel arrangements).

## 4. Variation by you

- 4.1 If you are delayed in joining the start or need to curtail your participation, we will not offer any refund. You will be responsible for making your own travel arrangements at your own cost from the point where you join or leave the event.
- 4.2 You should ensure that you have adequate travel and medical insurance in case of this eventuality leading to your curtailment of the event.

## 5. Variation by us

- 5.1 All reasonable care is taken to ensure that the arrangements are as advertised. We take great care to ensure that only the most suitable accommodation is used and that the routes offer the best cycling on offer. However we retain the right to alter these arrangements.
- 5.2 If there is a 'significant variation' to the advertised itinerary we will offer you the same options as set out under 'Cancellation by us' above.
- 5.3 A significant variation is defined as one where any of the following conditions are met:
  - 5.3.1 The start as advertised is altered by more than 24 hours
  - 5.3.2 The finish as advertised is altered by more than 24 hours
  - 5.3.3 The start or finish point is changed by more than 15 miles.
- 5.4 A change in the hotels as advertised or the route as advertised does not constitute a significant variation.
- 5.5 You should ensure that you have adequate insurance in place to cover you should we be forced to make a 'significant variation' to your holiday to cover those amounts paid to suppliers other than us (e.g. travel arrangements).

## 6. Your liability and obligations to us

By signing our registration form you agree that:

- 6.1 You are in a fit medical state to undertake this holiday which is of an active nature.
- 6.2 You recognise that there are factors outside our control which may cause injury or death for which we cannot be held liable or negligent, including but not limited to the state of road surfaces, the behaviour of other road users, mechanical or other bicycle failure or adverse weather conditions.
- 6.3 You are required to wear a cycling helmet at all times when on the bicycle.
- 6.4 To act in a responsible manner both on and off the road and to respect the local customs of areas visited.
- 6.5 You will not touch, disturb or remove battlefield artefacts that you may find. This is especially important in the case of ordnance and shells (even if in your own judgement they are empty cases) which even today may explode.
- 6.6 To comply with the wishes of our service providers.
- 6.7 To agree to the decisions of our tour leaders, guides, assistants or any employees, directors or staff of Green Jersey Cycling Limited, whose decision is final and binding.
- 6.8 That if in the opinion of our tour leaders, guides, assistants or any employees, directors or staff of Green Jersey Cycling Limited, your continued presence on the event represents a threat to or risk to the safety of other participants, or if your behaviour is of an anti-social or offensive nature, we retain the right to curtail your holiday immediately without compensation and that you will be responsible for your onward travel arrangements and costs.

## 7. Force majeure

- 7.1 In the event of force majeure we will not be able to refund or offer alternative dates. Your travel insurance should cover this event.

## 8. Accommodation

- 8.1 Accommodation as described on our website or in our literature is subject to change without notice. We are constantly striving to offer the best value for money that we can find and sometimes we decide to change suppliers in order to meet this aim.
- 8.2 Our accommodation providers will have their own terms of use which you agree to abide by.
- 8.3 Whilst we describe our accommodation in good faith, we cannot warranty that facilities provided by our accommodation suppliers and as described by us will be made available to you either (a) at all or (b) without further cost payable by you. Common examples of this include where a hotel may charge for WiFi or for use of their swimming pool. We cannot accept liability for failure to provide any service.

## 9. Transfers

- 9.1 Our itinerary includes transfers as stated in the description, including return ferry travel and coach transfer back to the start. If you miss any element of these arrangements you are responsible as per clause 4.1.

## 10. Travel to and from the start / end point

- 10.1 You are responsible for making your own arrangements at your own expense either to the start and end points or to one of the designated pick up points as described by us.

## 11. Passport requirements

- 11.1 You are responsible for ensuring that your passport is valid and that you have the required entry visa if required.
- 11.2 If you are denied entry to the Netherlands or Germany, or back into the UK and are unable to continue, this will be treated as a cancellation by you as per paragraph 2.
- 11.3 If you are delayed in joining as a result, paragraph 4.1 will apply.

## 12. Insurance requirements

- 12.1 You agree to arrange suitable travel insurance for the type of activity that you are undertaking, including cover for equipment either owned by you or hired from us or our agents, to include medical cover and repatriation in the event of injury or death.
- 12.2 Your travel insurance should cover cancellation, variation or delay as set out in various paragraphs of these terms and conditions, including those elements not paid to us such as travel to and from the holiday.

## 13. Our Public liability insurance

- 13.1 We have public liability insurance in place and a copy of our schedule is available on request.

## 14. Complaints

- 14.1 If you have any complaints during your event you should firstly bring these to the attention of our tour manager at the time.

14.2 If the matter is not satisfactorily resolved you should write to us within 14 days of the end of the event. We will respond within a further 14 days, or, if further investigation is needed, within 14 days telling you when you may expect a response.

#### 15. Descriptions

All descriptions whether written or verbal are given in good faith. Descriptions are by their very nature subjective and if there is anything of particular concern you should contact us prior to booking for clarification.

#### 16. Legal

Green Jersey Cycling Tours Limited is incorporated in England and Wales Company number 8185483 Registered address:

Bun House, Cattistock, Dorchester, Dorset DT2 0HY England.

The Army Benevolent Fund is a charity registered in England and Wales (1146420) and Scotland (SC 039189). Registered office:

Mountbarrow House, 6-20 Elizabeth Street,

London, SW1W 9RB