**Cycle holiday terms and conditions**

1. These T&Cs apply to, and are included into, any contract for the holiday accommodation period and hire of any equipment between Bedar Cycle Holidays and you, the client. Unless otherwise agreed in writing, these T&Cs override any other terms and conditions.

2. Bedar Cycle Holidays reserves the right to change these T&Cs without notice. Any amendments will be placed on our website (www.bedarcycleholidays.com) and will apply from the date that such amendments are placed on our website, unless the amendments specify a later date from which they are to apply.

**Definitions**

In these T&Cs; the following terms have the following meanings:
“Bedar Cycle Holidays” means Bedar Cycle Holidays; whose registered office is located at Calle Medio 5, Bedar, Almeria, Spain 04288.
“Equipment” means any equipment (or part thereof) specified in the contract under the heading ‘Hire Equipment’.
”Contract” means a cycle holiday contract between Bedar Cycle Holidays and you, the client.
“Client” means the person or entity booking the holiday as specified in the contract under the heading ‘client’.

“Cycle Holiday” means a seven day stay at one of our boutique bed and breakfast accommodations – La Meseta or Castellon Bedar as specified in the contract under ‘cycle holiday’.
“Price” means the fee charged by Bedar Cycle Holidays for hiring the equipment for the hire period or service, as specified in the contract under the heading Bedar Cycle Holidays ‘Services’.
“Hire Period” means the period of time commencing from when the client takes possession of the equipment until the equipment is returned to Bedar Cycle Holidays possession.
“T&Cs” means these equipment hire terms and conditions.
“Risks” means any risk associated with cycling, including, but not limited to: (a) inclement weather; (b) rough roads; (c) navigational difficulties; (d) rider error; (e) unforeseen equipment failure; and (f) illness, collisions, crashes and accidents, that might cause: (i) the client or others injury or loss; or (ii) damage to Bedar Cycle Holidays or others property.

**Payment**

1.For bookings 50% payment is required upon booking. Payment will be made via the secure online booking system.

2.The client agrees to pay a 50% down payment to Bedar Cycle Holidays upon booking and the remaining balance at least 12 weeks before the start date of the holiday by: (a) upon receipt of payment request via online booking system; or (b) bank transfer into the following bank account: BBVA· IBAN:  ES XXXXXXXXXXXXXXXXXXXX .The client also agrees to pay all applicable: (a) IVA tax and any other government taxes or duties; and (b) bank charges on money transfers.

3. If the client fails to pay the total price at least 12 weeks before the holiday start date, Bedar Cycle Holidays reserves the right to cancel, amend or modify the client’s reservation at its sole discretion, this includes the client losing the initial deposit paid.

4. Payment of all or part of the total price (including payment by credit card) is acceptance of these T&Cs.

**Changes to Bookings /Cancellation**

1. If the service becomes unavailable for the hire period due to circumstances beyond Bedar Cycle Holidays control (such as theft, fire, earthquake, or damage from an earlier hire contract), Bedar Cycle Holidays will use its best efforts to offer the client a suitable alternative. If Bedar Cycle Holidays is unable to offer a suitable alternative, the client will be entitled to a full refund of any monies paid to Bedar Cycle Holidays, minus any costs Bedar Cycle Holidays has incurred related to this booking.

2. If the client wants to cancel a booking, the client must notify Bedar Cycle Holidays by email to info@aclprocylehire.com If the client cancels a booking for any reason, the following cancellation fees apply:
a) If cancellation occurs 12 weeks or more before the start date, the client will be entitled to a full refund, minus any incurred costs.
b) If cancellation occurs within 8-12 weeks of the start date, the client will be entitled to a refund of 60% of the total price.
c) If cancellation occurs within 8 weeks or less of the start date the client will not be entitled to any refund.

3. Any changes to an already confirmed booking will incur a fee of 20 euro and must be sent in writing to info@aclprocyclehire.com to avoid misunderstanding of any sort: changes are not made unless confirmed in writing by Bedar Cycle Holidays.

4. No refunds will be made for early returns, late pickups, no-shows or change of mind.

**Condition and purpose**

The client acknowledges and agrees on receipt any supplied equipment is safe and of a high quality and the client undertakes to return in same condition as received.

**Use and care of equipment**

1. Cycling involves risks. The client agrees that despite such risks the client wants to participate in the holiday and/or hire and use the equipment, and accepts sole responsibility for (a) the equipment; and (b) the safety of themselves and other participants.
2. The client will take proper and reasonable care of any equipment and of their accommodation during the hire period, and will return any hired equipment in good order and condition to Bedar Cycle Holidays at the agreed time and return date specified in the contract, unless otherwise agreed by Bedar Cycle Holidays. Late returns will be charged a daily hire rate until returned, unless prior arrangements have been made.

3. The client warrants that all persons who will use any equipment are competent to use the equipment, will use the equipment in the manner it was designed to be used, will follow any directions from Bedar Cycle Holidays relating to the use and safety of the equipment, and will comply with all laws and obligations in relation to the use and control of the equipment.

 **No modifications to equipment**

1.The client will not change or modify any equipment hired or within any accommodation without Bedar Cycle Holidays agreement. If the client changes or modifies the equipment without Bedar Cycle Holidays agreement, such changes or modifications will be considered damage, and clause below will apply.

**Damage or loss**

1. The client is solely responsible for any damage to, or loss of, any equipment during the hire period and liable for associated costs or losses incurred in the rectification or replacement of said equipment. The client will notify Bedar Cycle Holidays immediately if any equipment is damaged or lost, and will follow all reasonable instructions of Bedar Cycle Holidays in relation to such damaged or lost equipment.

2. In the case of damage to any equipment (excluding reasonable wear and tear, to inner tubes) any damage however caused, the client will be responsible for and will pay Bedar Cycle Holidays for the full cost of all repairs, including the cost of replacing any damaged parts and any labour to restore the equipment to the condition it was in at the commencement of the hire period. For the avoidance of doubt, Bedar Cycle Holidays has the sole right to reasonably determine: (a) whether the equipment has been damaged during the hire period; (b) whether such damage is beyond reasonable wear and tear; (c) the extent of such damage; and (d) the full cost of the repairs required.

3. In the case of loss of the equipment, however caused, the client will be responsible for and will pay Bedar Cycle Holidays for the full cost to Bedar Cycle Holidays of replacing such equipment.

4. In addition to the costs set out already, the client will be responsible for and will indemnify Bedar Cycle Holidays for any loss of revenue suffered by Bedar Cycle Holidays due to the unavailability of the equipment for hire due to damage or loss. The costs for lost revenue will not exceed the equivalent of 7 days hire of the equipment at the prevailing hire rates.

5. The client authorises Bedar Cycle Holidays to recover such repair or replacement costs and/or loss of revenue by deducting such sum from the credit card provided by the client in the contract.

**Liability and indemnity**

1.The client agrees that Bedar Cycle Holidays has no liability to the client for: (a) any injury or loss suffered by the client or others; or (b) for any damage to any of Bedar Cycle Holidays or others’ property, arising directly or indirectly from the holiday or use of the equipment, regardless of how such injury, loss or damage occurs.

2. Subject to the exclusion of liability in clause 1) above, the maximum liability of Bedar Cycle Holidays for all claims made by the client, whether as a result of any breach of these T&Cs or on any other ground or terms whatsoever (including, but not limited to, liability as a result of tort, including negligence) will not exceed the total price paid by the client to Bedar Cycle Holidays.

3. No provision, other than those, which are mandatory, will be implied by statute or at common law or otherwise into the contract against Bedar Cycle Holidays. No representation or express condition or warranty will be binding upon Bedar Cycle Holidays unless it is in writing.

4. The client indemnifies Bedar Cycle Holidays against all claims, damages or losses (including costs), which Bedar Cycle Holidays incurs as the direct or indirect result of the holiday or equipment or its use by the client or by any other party.

5. If the client is not an individual, the person who enters into the contract on behalf of the client warrants that they have authority to bind the client and will, in any event, be personally liable for the performance of the obligations on the client. The person who enters into this contract on behalf of the client hereby indemnifies Bedar Cycle Holidays against all losses and costs that may be incurred by Bedar Cycle Holidays arising out of the person entering into the contract failing to have such power or authority.

6. The client agrees that the laws of Spain apply to these T&Cs. The client also agrees that these T&Cs are binding on the client’s family, heirs, legal assigns and administrators and executors. The client warrants that the client has fully read and understood these T&Cs before entering into the contract.

7. If any part of these T&Cs or its application to any party or any circumstances is or becomes unenforceable, void or illegal then unless that part is fundamental to the operation of the contract or contrary to public policy; the remaining terms and conditions will not be affected but will remain in full force and effect.