

Terms and Conditions for Via Aspire Cycling Ltd. cycling holiday offers

These Terms and Conditions set the contractual relationship between the client and Via Aspire Cycling Ltd, (hereafter Aspire Cycling) for all services provided by our company.

Services rendered

We undertake to deliver the services for cycling holidays in accordance with the offer valid at the time of your booking. The services provided are outlined on our web site or by official Via Aspire Cycling Ltd partners and resellers. **Publications or offers by third parties unaffiliated with Via Aspire Cycling Ltd or not recognised as official partners will not be accepted or honoured.**

When booking a cycling holiday package, you agree to pay the package price indicated on our website, or provided by e-mail directly by Via Aspire Cycling Ltd or one of our official partners. Any accessories and amenities not explicitly included in the package description will be charged additionally. You also agree to comply with our terms of payment, to obtain all personal travel documents required and to comply with passport, visa, customs, currency and health regulations of the Republic of Cyprus.

Prices

The prices for the cycling holidays are published on our web site www.aspirecyclingcyprus.com for individual seasons. Prices include all applicable taxes and charges.

Payment terms

Via Aspire Cycling Ltd., books the cycling holiday upon the request of the client, provided there is availability for requested dates, destination and adequate number of participants. For a booking to be guaranteed, Via Aspire Cycling Ltd requires a deposit of 30% of the total invoice to be paid no later than 5 business days from the issue date of the invoice.

The full payment for all holiday packages is due 30 days prior to arrival in Cyprus. For round-trip and point-to-point tours, payment is due 45 days prior to arrival in Cyprus. In the event that bookings are made within shorter periods than those stated above, the full price of the package is payable immediately. If payment is not received in a timely manner, Via Aspire Cycling Ltd reserves the right to cancel the holiday package agreement.

Cancellation and changes by the customer

1. Cancellation prior to arrival

You may cancel the reserved cycling holiday at any time prior to arrival. However, cancellation restrictions apply. Notice of cancellation must be sent by e-mail to cyprus@aspirecycling.com. All cancellation requests shall be processed based on the date of receipt of the customer's request. If a cancellation request is made on a weekend or public holiday, it will be processed on the first business day immediately following.

2. Cancellation fees

The following cancellation fees shall apply:

If a booking is cancelled:

More than 45 days prior to arrival.€60 per person up to a maximum of €120 per order
44 to 21 days prior to arrival25%
20 10 days prior to arrival50%
9 days to day of arrival or no-show100%

3. Changes to round-trip and point-to-point tours, travel and individual arrangements

For any changes to any cycling holiday, such as daily destinations and routes, a handling fee of €60.00 per person shall be applied. Additional costs may be incurred, such as seasonal price changes and price changes by service providers (hotels, car providers, etc.)

4. Returning early

If you end the tour early for reasons which do not qualify as “non-performance of the services” by Aspire Cycling, you will not be reimbursed for the unused dates. Any additional costs for returning early are payable by the client.

Changes/cancellation by Via Aspire Cycling Ltd or by service providers

8.1. Changes in the tour programme

We reserve the right, including for reasons of customer safety or security, to amend the agreed transport services, the tour programme or individually agreed services, if unforeseen circumstances make this necessary; in any such event we will undertake every effort to make alternative arrangements of equal value to the extent this is possible.

8.3. Cancellation

A minimum number of participants is required for some of the tours offered. If this number of persons is not reached, we reserve the right to cancel the tour no later than 30 days before its scheduled commencement. Payments already made will be refunded in full. No further claims for compensation will be entertained.

We shall be entitled to cancel the tour, also in the interest of the customer if, in our view, the execution of such a tour endangers the safety of our clients; is rendered difficult or impossible by virtue of force majeure (natural disasters, political unrest at the holiday destination, et al.); measures undertaken by government authorities or strikes, render the tour impossible to undertake. Payments already made will be refunded in full. No further claims for compensation will be entertained.

9. Changes in the tour programme during the tour

Unforeseen circumstances may make it necessary, in the interest of customer safety, to change the programme or individual arrangements during the tour. We will, however, make every effort to offer substitute services or arrangements of equal value.

We disclaim all liability where changes to the tour programme are caused by the following: adequate number of tour participants failing to show up; force majeure events; strikes, actions by government authorities; or delays and omissions by third parties.

10. Liability

10.1. General remarks

Via Aspire Cycling Ltd assumes liability for the performance of the arranged tour. We will reimburse you for the non-performance or non-provision of agreed services or arrangements or for additional expenses incurred

by you as a result of cancellation, if it was not possible to offer you a substitute service or arrangement of equal value on site. However, the maximum amount of compensation shall be limited to no more than double the price of the arranged tour. We will accept no liability for changes to the tour programme caused by delayed flights or strikes or any other events outside of the control of Via Aspire Cycling Ltd. Similarly we will also accept no liability for changes to the tour programme due to force majeure; actions undertaken by government authorities, and delays or non-performance by third parties. No claim for liability may be asserted if negligence on the part of the customer renders the performance of a service impossible.

10.2. Property damage

We will only assume liability for damage to property that is caused directly by Via Aspire Cycling Ltd or one of our partner companies contracted by us, provided no negligence is attributable to the participant and no other claims for compensation, e.g. from an insurance company, can be asserted. Our indemnity obligation shall be limited to a maximum of double the tour price. In cases of liability arising in connection with airlines, compensation is governed by applicable international conventions or national law. The following is excluded from liability: any losses due to theft of personal effects, cash, credit cards, cheques, valuables, photographic equipment, bicycles, etc.

10.4 Cycling risks and potential for personal injury

Cycling is an active and dangerous sport; you engage in this sport at your own risk. In no event will we accept any liability for accidents and physical injuries that result from engaging in cycling. You are personally responsible for complying with all road traffic regulations, whether travelling alone or in a group. Wearing a helmet is absolutely mandatory at all times while using our equipment.

11. Insurance coverage

We recommend that you check your personal baggage and travel insurance, accident, healthcare and hospital plans, and also theft insurance, and see that you are sufficiently covered for any risk and losses you may incur during your cycling holiday. For specific details of coverage, contact your insurer.

12. Complaints/claims for reimbursement

12.1 Complaints during the tour and actions to be taken

If the client should have cause for complaint during the cycling holiday because the client believes that he/she are receiving service and amenities not commensurate with what the client has booked, the client must report this directly to our representative or the service provider (hotel, transfer or pick-up service, etc.) and immediately request that the situation be rectified. This is a prerequisite for asserting and assessing any claims that later on and also facilitates a satisfactory resolution in most cases.

If the customer's efforts to have the situation rectified do not result in a suitable resolution, the customer must obtain written confirmation from our representative or the service provider setting out the customer's complaint. No claims for compensation can be granted on-site. In the event that our representative or service provider is not able to provide a satisfactory solution within 48 hours at the latest, the customer is entitled to resolve the situation yourself. The resulting costs incurred by you will be reimbursed as provided for under statutory and contractual liability, evidentiary documents to be provided of the costs incurred by you.

12.2 Complaints subsequent to the tour and actions to be taken

Any claims for reimbursement must be sent, by registered mail, to Via Aspire Cycling Ltd, including the written confirmation of our representative or the service provider on-site and to be submitted immediately, however no later than 30 days after the end of the respective trip. Any failure to comply with these conditions shall cause any claim for reimbursement to become null and void.

13. Place of jurisdiction

Your legal relationship with Via Aspire Cycling Ltd is governed exclusively by Cyprus law. Complaints may only be submitted to our company's registered offices in Cyprus.