

Terms and Conditions Eye4cycling

All bookings will be accepted on the basis of these conditions and terms.

1. Confirmation and payment. A booking has been confirmed, only after receipt of an confirmation of reservation by email.

The full payment has to be credited to our bank account no later than 8 days after the date of the invoice.

Failure to comply with these terms will be considered as a cancellation.

2. If a reservation is cancelled each cancelled participant will be charged for cancellation costs.

The following terms are valid:

a. up to 56 days before the departure day: EUR 35,00 per person subject to a maximum of 25% of the travel sum

b. less than 57 days and up to 28 days before departure: 25% of the travel sum

c. less than 29 days and up to 14 days before departure: 50% of the travel sum

d. less than 15 days and up to 7 days before departure: 75% of the travel sum

e. less than 8 days and up to the departure day: 90% of the travel sum

f. on the day the holiday starts or in case of 'no show': 100% of the travel sum.

3. Participants of bike and barge tours agree to observe the skipper's orders for navigation and his rules for good sailing. Participants of the guided bike tours agree to observe the guide's orders during the cycling tours.

Regulations affixed aboard the ship are to be observed as such. Participants accept responsibility for their actions for the duration of the tour.

4. During bike and barge tours the skipper is entitled to change the place of departure/arrival according to his own judgement in case of heavy fog, stormy weather or other urgent circumstances. Eye4cycling nor the skipper will be held responsible for damages as a result of bad weather conditions to participants nor to their paraphernalia.

5. Participants of bike and barge tours will be liable for any wilful damage to the vessel and/or to any third party.

Third party insurance covers vessel and crew as well as passengers. Liability of participants is limited to any wilful damage not recoverable or not being reimbursed

by the insurance company. The 'own risk' clause of the insurance policy is for account of participants.

6. Eye4cycling is not liable for damages suffered by participants, unless such damages are due to default or gross negligence. Nor is Eye4cycling liable for damages resulting subsequently.

7. Eye4cycling expects participants to check their travel insurance whether a rental bike is insured. If not, that they will arrange a separate insurance for rental bikes. If they don't, and any damage will occur on behalf of the participant's actions, they have to pay cash on site for this damage.

8. Participants of any cycling tour have to sign a bike rental agreement when bikes are handed over. This agreement has a sole purpose that participant is 100% responsible for their rental bike.

9. Both parties of this contract are entitled to cancel this agreement immediately and without any legal consequences, only if either or both parties would fail to fulfil his obligation pertaining to this agreement notwithstanding the right to claim full compensation. This clause is only valid if participants are not able to offer a reasonable alternative.

10. Any costs/expenses incurred as a result of default by either party will be due and payable immediately as compensation for resulting damages.

11. This agreement is governed by the law of the Netherlands. Any differences arising from this agreement are to be judged by the Court of Law at Amsterdam.

12. Eye4cycling is entitled to cancel any bike and barge tour at the latest 14 days before the departure date, if there are less than 8 participants booked. In the case of such a cancellation, participants will not be compensated for any damage that may have occurred because of this cancellation. Eye4cycling will only make a refund for any down payment that has been made for the tour concerned.

13. Until 20 days before the day of departure Eye4cycling is entitled to increase the travel sum on account of changes in the transport costs (including fuel costs), payable taxes, levies and applicable exchange rates. Eye4cycling will indicate how the increase was calculated.