

BOOKING TERMS AND CONDITIONS

These Booking Conditions, together with our Privacy Policy and where your holiday is booked via our website, our Website Terms of Use, together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with VYVIGO LIMITED, 71 BATH ROAD, BITTON, BRISTOL BS30 6HP. COMPANY NUMBER 09394774 ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

Definitions

"Operator/we/us/our" means VYVIGO LIMITED

"You" means the customer, group travel organiser, client, passenger, group or person who has made the booking.

"Tour" or "holiday" or "event" is any package tour or function organised/advertised by us.

"Supplier" means the company/person that provides service/s for the tour/event or any part of it such as visitor attractions, accommodation, transportation, ground handlers, guiding/tour manager, etc.

"Price" means the total cost of the tour/event.

"Brochure" means flyer, illustrated itinerary or any marketing material pertaining to your tour.

These booking conditions form the agreement between you and VYVIGO LIMITED that come into effect once we have received your initial deposit or full payment and have issued our deposit receipt/confirmation invoice. At this stage we consider the Agreement to be binding and a contract is formed between you and VYVIGO LIMITED. The booked tour is operated and organised by VYVIGO LIMITED with all elements (e.g. coach operator, accommodation, ferries, trains, admission to places of interest, tour manager, guide, etc) arranged by us for which you are committed to make payment.

1. Booking Agent

The Booking Agent is the group organiser, or any company or person that is the intermediary handling bookings, payments and correspondence for the tour you book with us. The Booking Agent accepts responsibility for collecting deposits and final balances payable for the booking. If the Booking Agent signs a Booking Form, he/she does so on behalf of all persons named on the Booking Form, and you accept that the Booking Agent is authorised to do so. In this case, the first named person on the Booking Form shall be the Lead Name. The Group Leader is also responsible for ensuring that all those that have made a booking with VYVIGO LIMITED Ltd are aware they are bound by our terms and conditions.

Please address all Booking Forms, correspondence and enquiries and pay all deposits and balances as directed in our brochure or confirmation. Any further information you may need is provided by the Group Organiser or is obtained from us and passed on to you by the Group Organiser. If however the brochure carries no details of a Group Organiser or if said Group Organiser is unable to deal with your query, please communicate directly with us.

2. Booking form

When making a booking you must complete and sign a Booking Form or your Booking Agent should do this on your behalf. For clients booking Cycling Tours, it is essential that you read the fitness advice in Clause 10 and if hiring a bike, you must also complete the information regarding the height, weight and/or preferred bike size for all members of your party.

Your signature represents acceptance of our booking terms and conditions. Should the Booking Form not be signed we will consider your deposit payment acceptance of our terms and conditions. Should there be more than one person listed on one Booking Form, the first listed will be considered the "Lead" name accepting these booking terms and conditions on behalf of all persons listed. The Lead name will be responsible to VYVIGO LIMITED for payment of deposits and balances of those listed as well as passing on any information pertaining to the tour.

3. Deposit and Balance Payments

For Tours booked at least 10 weeks from Tour start date we require a minimum 15% deposit. The actual deposit amount will be shown on our booking proposal and will be confirmed at the time of booking. Your full balance due date will be noted on your Booking Form and Invoice. Your deposit is used to secure your place on the Tour with our external Suppliers and is usually non-refundable. We will only refund deposits (either in full or partially) when your deposit is refunded (either in full or partially) to us by our Supplier and we are notified of your intention to cancel in writing at least 10 weeks from the Tour start date. Please note that additional administration charges of up to 10% may apply when we refund a deposit to you.

For Tours booked within 10 weeks from the Tour start date, your full balance is payable upon booking and cancellation charges will apply as listed in Clause 5.

Failure to make final balance payment on the specified due date will be considered a cancelled booking by you and we reserve the right to retain your deposit. Payments can be made by bank transfer or cheque made payable to VyviGo and any returned unpaid cheques will incur a £10.00 transaction charge.

When you have received our deposit receipt or confirmation invoice, please immediately check all details are correct as it may not be possible to make changes to your arrangements later so please advise of any inaccuracies within 2 weeks of our sending it. Our confirmation invoice will tell you when the balance payment is due and no further reminder will be issued to you. If payment is not received by the specified due date, we reserve the right to treat your booking as cancelled by you and to apply the cancellation charges as set out below in Clause 5.

4. Tour Price

We reserve the right to amend the price of unsold holidays at any time and correct errors in the prices of confirmed holidays. We also reserve the right to increase the price of confirmed holidays solely to allow for increases which are a direct consequence of changes in:

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation/disembarkation fees at ports and airports;
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to cost changes which are part of our contracts with cruise ship operators and any other transport providers.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed holiday (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements.

Should you opt to cancel your booking as a result of the increase, you must advise us in writing within 10 days of the issue date printed on the supplementary invoice and we will issue a refund to you. If you do not inform us of your choice within said period, we will assume that you have accepted the cost, payable within 10 days of the issue date printed on the supplementary invoice.

We do our best to ensure our advertised and confirmed prices/components are as accurate as possible, but please bear in mind that human error does at times occur and that because of this we reserve the right to amend/correct those elements at any time. If the result of said changes were bear on the price of your tour, we will advise you as soon as reasonably possible and will issue you a full refund should you wish to cancel your booking.

There will be no change made to the price of your confirmed holiday within 20 days of your departure nor will refunds be paid during this period.

5. Changes or Cancellation by You

If you wish to make a change to your booking, we will make every effort to satisfy your request but we cannot guarantee they will be met. You must inform us or your Group Organiser of any proposed changes in writing by email or registered post as soon as possible. Any changes will be considered confirmed once we have confirmed them to you, after which an amendment fee of £25.00 per person will apply (plus any costs incurred by ourselves and/or incurred or imposed by any of our suppliers) for changes such as arrival/departure dates or times, change of hotel room, etc. There may be some arrangements that cannot be amended such as tickets or scheduled events, in which case any change may incur a 100% charge for that part of the change.

If you wish to transfer your booking to another person (anyone introduced by you that satisfies all the conditions applicable to the arrangements including agreement to our/these booking conditions) you must notify us or the Group Organiser in writing not less than seven days before departure and you pay the £25.00 amendment fee (plus any costs incurred by ourselves and/or incurred or imposed by any of our suppliers). Both you and the person to whom you request to transfer your arrangements are jointly liable for the payment of any balance due and for any additional fees, charges or other costs arising from the transfer. If you are unable to find a replacement, our cancellation charges (please see below) will apply and no refunds for unused services will be given to passengers not travelling. Please note that in relation to some tours the local authorities will not permit name changes once passport details have been supplied for entry purposes in which case, transfers of bookings cannot be permitted.

If you wish to cancel a portion of your booking, you will be liable to cover the cost of any supplements that may arise due to an under-occupancy caused by your cancellation. For example, should a twin/double hotel room or cabin accommodation booked for two people become a single accommodation as a result of your cancellation, a single supplement may be charged. We will do our best to have it waived, but that decision is subject to the Supplier's discretion. Should the charge be applied, you will be liable for the cost.

If you wish to cancel your booking, you must inform us or your Group Organiser in writing by email or registered post as soon as possible. The cancellation will be effective from the date we receive notification. Should full payment not be cleared with us by the due date, we may consider this to be a cancellation and apply the corresponding cancellation charge as detailed below. The following scale of cancellation charges will apply if you cancel your booking, either explicitly or by default and is quantified as a percentage of the tour price as follows:

Days notice	% Cancellation charge
70 days or more	Deposit (as per Clause 3)
69 to 28 days	50%
27 to day of departure	100%

Other cancellation terms may apply for some tours in accordance with our suppliers' requirements, in which case no refunds will be made for those services or tickets that have been booked and paid for but left unused as a consequence of your cancellation.

Any refunds will be made by bank transfer.

Changes by You due to Unavoidable & Extraordinary Circumstances You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth and Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters

such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

6. Changes or Cancellations by us

Although it is unlikely that we make any changes to your itinerary, we do plan the arrangements many months in advance and as a result it may sometimes be necessary to make amendments to those arrangements. If we make a minor change to the main characteristics of any package arrangements, we will notify the change to you or your Group Organiser as soon as reasonably possible before the departure. Minor changes include but are not limited to:

- a) a change of accommodation to another of the same or higher standard;
- b) a change of transport provider or carrier;
- c) a small change to a confirmed itinerary such as a change of excursion or a change to the daily end resort (when this is changed to an alternative resort nearby).

At times it may be necessary to make a significant change to one or more of the main characteristics of your confirmed arrangements. Significant changes include but are not limited to:

- a) a change in departure date;
- b) a change in the tour's duration;
- c) a change in resort area (for a whole or major part of the tour)
- d) a change of accommodation to a lower standard hotel (as per local classification) for the whole of or major part of the tour.

Should it be necessary to make any of the above major changes, we will advise you or your Group Organiser as soon as reasonably possible. You will then have the choice of a) accepting the change b) accept a substitute tour of equal value subject to availability (if of lower cost we will refund the difference, but payment is required should it exceed the cost of the original tour) c) withdraw from the contract and claim a full refund by written notification. We will issue a full refund of all monies paid (provided we receive written notification of your desire to cancel your booking within 10 days of the date you were notified of the change).

Sometimes it may be necessary to cancel a Tour due to not having achieved the minimum number of people required to run the Tour. Should this occur by balance due date, we will recalculate the cost based on the actual number of bookings achieved. Should the increase not be accepted by those booked, we will have no choice but to cancel the tour. In this event, we will notify you as soon as possible and issue a full refund of all monies paid.

Compensation In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- a) where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- b) If we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

Period before departure in which we notify you	Amount you will receive from us*
More than (70) days	£10.00 per person
More than (28) days	£20.00 per person
More than (7) days	£30.00 per person
Less than (7) days	£40.00 per person

*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than [60 days] before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Events Beyond Our Control (see clause 10).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

In-resort changes If a large part of the Tour cannot be provided after the date of departure, we will endeavor to make suitable alternative arrangements at no extra cost to you and, where appropriate, we will refund you for any reasonable difference between the original booked holiday and what was actually supplied.

7. Unavoidable Circumstances

In the highly unlikely event that a change/cancellation of the Tour should occur due to 'force majeure' (any unusual or unforeseeable circumstance including, but not limited to, war or threat of war, riot, industrial dispute, civil or political unrest, government action, natural or other disaster, terrorist activity, extreme weather conditions, closure of travel terminals and/or borders, pandemics / epidemics, fire, flood and all similar events outside our control) which we or the supplier(s) of services could not foresee or avoid, even if all due care had been exercised, we will advise you or your Group Organiser as soon as possible and will offer the choice of an alternative holiday of equal standard (in the event of a lower costing tour, we will refund the difference), or offer a refund of all monies paid less any costs incurred as a result.

Please note that all activities which take place out of doors are subject to appropriate weather conditions prevailing at the time the activity is to take place. If we are unable to provide any element of your tour due to inappropriate weather, we have no liability to you. Therefore, we recommend that you take out adequate travel insurance to cover for these circumstances.

8. Rooming and Passenger Lists

These are required 30 days prior to departure. We allow names and payments to be transferable amongst travellers up to 7 days before departure subject to an administration fee of £25.00.

9. Method of Payment

We accept payment by cheque or BACS, details of which are available on the Booking Form

10. Medical, Fitness and dietary requirements

Pursuant to Clause 12, our Tours carry some element of risk and can include activities that may not be suitable for people with special medical requirements such as mobility issues. We will however, do our absolute utmost to cater towards any special requirements you or any member of your party have. If you or any such person has any medical issue or disability which may affect the performance of your Tour, please inform us or your Group Organiser, with full details before you make your booking so that we can try to accommodate you and advise you of the suitability of your chosen trip. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel your tour or event and impose the cancellation charges displayed in Clause 5 when we become aware of these details.

Some of our Tours (particularly Cycling Tours) require you to meet minimum fitness and endurance levels. During the course of your Tour, if you or we feel that your participation could compromise your safety or the safety of the group or that you could not complete the activity within the time allotted as per your itinerary, we reserve the right to prohibit your involvement. Any additional requirements due to any inability to complete the activity safely within the allowed time would be at your expense. We are unable to authorise any refunds due to your inability to complete the activity.

If you or any other member has specific dietary requirements and/or any food allergies, please inform us or your Group Organiser before making your booking. Whilst we will do our utmost to cater towards these requirements, we are reliant on third party Suppliers making adequate adjustments. We will notify you before your booking is confirmed if our Suppliers are unable to accommodate any specific dietary requirements.

11. Special requests

All special requests (such as requests for specific rooms types etc), must be made on your Booking Form or in writing if requested separately. Whilst we will endeavour to ensure that your request is honoured, requests are subject to availability and cannot be guaranteed. Therefore, special requests do not form part of your confirmed booking and we cannot accept responsibility if your request cannot be met.

12. Hazards and Risk

Whilst our Cultural Tours are somewhat low risk, they include visits to historic homes, castles, gardens and areas of natural beauty. Some of these venues may be located on high or low gradients and/or may have uneven grounds. Outdoor surfaces can also become slippery when wet. This is particularly the case in locations near to natural water sources or during adverse weather. You should take the necessary precautions to minimise any risk associated with this by ensuring that adequate footwear and clothing is worn at all times throughout your Tour.

For our Cycling Tours, we provide complete information on the level of challenge presented by each cycling holiday through the grading system shown on our website, as well as providing daily distances, elevation and description of terrain. However, the difficulty of the trip may become affected by hazards inherent with cycling such as adverse weather, natural disasters, condition of roads or biking trails and personal discomfort. Cyclists may also become lost or separated from their guide or group and must have the ability to ride independently in such circumstances. Communication in the countryside may be difficult and in the event of an accident, rescue and medical treatment may not be readily available. To significantly reduce the risk of injury, we insist that all clients wear protective cycle equipment such as helmets, lights (during darkness) and reflective clothing when riding bicycles. Also, you must not put yourself or any members of your group by taking unnecessary or illegal risks such as (but not limited to), having riding bicycle whilst under the influence of alcohol.

Please note that any information given by us in regard to climate, clothing, special equipment, topography is done so in good faith and must be rechecked by you prior to relying on it. If you or any member of your party experience difficulty during your Tour, we will provide assistance by giving you information on health services, insurance, local authorities and consular assistance. We will help you make any necessary phone calls/emails and find alternative travel arrangements. We will charge a reasonable fee for such assistance if the difficulty is caused by you or a person in your booking as a result of negligence.

It is your responsibility to ensure you have read and understand all the available information before making a decision to book a Tour. Please contact us if you would like to discuss your suitability for the tour.

13. Our Responsibilities

13.1. We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of the travel services specifically included in your package, as set out in your Booking Form and Confirmation Invoice. Please note that we shall not be responsible for any additional services provided to you, whether provided by the travel service providers or otherwise, which are not set out in your Booking Form and Confirmation Invoice.

13.2. We will not be responsible or pay you compensation for any personal injury or death unless you are able to prove that it was caused by our negligence or the negligence of our suppliers.

13.3. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:

- (a) the acts and/or omissions of the person affected; or
- (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- (c) Events Beyond Our Control (as defined in clause 10).

13.4. We limit the amount of compensation we may have to pay you if we are found liable under this clause:

- (a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
- (b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- (c) Claims in respect of international travel by sea and rail or any stay in a hotel:
 - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
 - ii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

13.5. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services set out in the Booking Form and Confirmation Invoice and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation in respect of any claim for damages or compensation whatsoever will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us

13.6. It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

13.7. Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.

13.8. Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:

- (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
- (b) relate to any business;
- (c) indirect or consequential loss of any kind.

13.9. Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3-night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

14. Insurance

For UK residents booking a UK Tour with us, we recommend that you purchase adequate travel insurance. However, this is not an essential booking requirement. For UK and overseas residents making a booking to the Channel Islands, Isle of Man, Europe or any other destination outside their country of residence, it is a condition of our agreement that you will purchase adequate travel insurance for your arrangements. For all clients, such insurance must cover your losses sustained as a result of cancellation, medical issues and repatriation in the event of accident, illness or death. For clients on Cycling Tours, extra protection must be arranged to cover any damage or loss to any rental equipment such as, bicycles and helmets.

If it is an essential requirement of your booking, you must provide evidence that you have purchased adequate insurance for your Tour by providing a copy of your Travel Insurance Certificate within 10 weeks of the Tour start date. For Tours booked within 10 weeks of the Tour start date a copy of your Travel Insurance Certificate must be sent to us within 24 hours of our Booking Confirmation being issued. If we do not receive a copy of your Travel Insurance Certificate we reserve the right to cancel your booking and cancellation charges will apply according to the scale in Clause 5. Upon request we can provide information about companies offering travel insurance.

15. Passport and Visa Requirements

It is your responsibility to fulfil passport, visa, health and immigration requirements applicable to the length of the Tour. We can only provide general information for this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates for all countries you will be traveling to and through. Passports can take a number of weeks to obtain by post from passport offices. If you do not already have a passport, or if your current passport will no longer have sufficient

remaining validity at the time of travel and for the duration of the Tour, we advise you apply for one as soon as possible. It is your responsibility to ensure all necessary travel and health documents are valid and with you at departure. We cannot accept liability if you are refused access onto any transport or into any country due to failure on your part to carry valid documentation. If this failure results in fines, surcharges or other financial penalty being levied on us, you will be responsible for reimbursing us accordingly, including cancellation charges as per these terms and conditions.

When travelling you must ensure to carry all travel documentation and tickets for the duration of your journey. We cannot accept liability if you are unable to travel or receive the services included in the tour because you do not have the relevant documents with you.

16. Foreign, Commonwealth Development Office Advice

You are responsible for making yourself aware of Foreign, Commonwealth and Development Office (FCDO) advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the FCDO to avoid or leave a particular country may constitute Unavoidable Circumstances. (See Clause 7).

17. Luggage and Personal Belongings

Passengers are responsible for their own luggage and personal belongings at all times and VYVIGO LIMITED will not be held responsible for any loss, theft or damage to any personal belongings during the tour. Therefore, we recommend that you purchase adequate travel insurance to cover for these circumstances.

18. Damage or Losses Caused by You

We expect you to use any equipment hired to you by us or our Suppliers with care and to keep them in a clean and tidy condition. We reserve the right to charge you for any extra cleaning, missing items or damage and you agree to indemnify us for the same. If you cause any damage to any element of your tour such as, accommodation or rental equipment, you will be liable for any costs associated with this (except in the cases of general wear and tear which will be determined by us). By making a booking with VyviGO, you are agreeing to indemnify us for the full amount of any claim (including legal costs) made against us when you have caused damage to any third party property.

You must ensure that any rental equipment such as bikes are adequately secured when not in use and notify us immediately of any breakdown or losses. In the event the equipment is stolen or lost, you agree to indemnify us for the cost of replacing any such equipment, which shall amount to a sum equivalent to no less than the cost of hire. Should the equipment subsequently be returned in a satisfactory condition we will refund you the cost. Full replacement equipment may vastly exceed the minimum amount listed above.

19. Prompt Assistance

If, whilst you are on your Tour, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. For clients on Cultural Tours or accompanied Cycling Tours, you should discuss your difficulties with the Local Guide immediately. For any issues your local guide is unable to resolve to your satisfaction, you should contact our offices by calling the 24 hour emergency telephone number displayed on your final Travel Documents. For clients on unaccompanied Cycling Tours you must report any difficulties immediately to any local personnel such as, hotel staff or via the local assistance numbers displayed on your final travel documents. If the local providers are unable to resolve your concerns to your satisfaction, you should contact the 24 hour emergency telephone numbers provided on your final Travel Documents. We and/or our local Suppliers will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements.

Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

20. Complaints

You are obliged to try and resolve issues that may arise by immediately following the procedures outlined in Clause 19. Failure to follow the procedure set out in this clause may affect ours and the applicable Supplier's ability to investigate your complaint, and could affect your rights under this contract.

Any complaints must be submitted in writing within 28 days of the tour's return, quoting your booking reference and relevant information concerning the issue, for us to consider any form of refund. We will not consider any complaints received more than 28 days from the tour's return.

21. Personal Behaviour

We expect clients to have consideration for others and if in our reasonable opinion you or any member of your party behaves in such a way as to cause danger, annoyance or distress to any third party, or damage to property, or cause delay/diversion to any element of the Tour arranged by us, we reserve the right to terminate the Tour for the person(s) concerned. Said person(s) concerned will be required to leave the hotel/venue where such disturbance or damage has taken place. We will have no responsibility to them for any travel arrangements required to leave and no refunds will be made. Any expenses or costs incurred as a result of the termination will be at the expense of the person(s) that have caused the disturbance, including making full payment for any loss caused directly to the supplier and meeting any claims made against us (together with our and the other party's legal costs) as a consequence of their actions.

22. Hotels

We describe all accommodation as accurately as we can and we also make inspection visits to ensure our own brand standards, as the hotels, are maintained as described in the hotel's own literature. At times we cannot guarantee a personal inspection and can only rely on the hotel's reputation and should this be the case we will advise you of such a scenario.

23. Supplier Conditions

Independent suppliers provide many of the services that are part of your tour and are provided in accordance with their own terms and conditions for which VYVIGO LIMITED is not responsible.

24. Coach drop-off areas

We aim to secure accommodation with coach parking on site, but this may not always be possible, especially in city centres and some walking may be required to reach your accommodation.

25. Extras

In some cases we are also able to offer assistance and reserve certain experiences and activities for you for which you pay locally in resort. In these circumstances we only act as a Booking Agent for the operator of the excursion or activity concerned. Your contract will therefore be with the Local Operator which provides it and does not form part of your contract with us. Your contract with the Operator will be subject to the Local Operator's Terms and Conditions of contract, some of which may exclude or limit their liability to you and will be subject to local standards and regulations, as well as being governed by local law and subject to the local jurisdiction. We cannot accept liability for any damage, loss, expense, cost or other sum(s) of any description, or for any breach of contract, negligent act or omission of excursion/activity provider that you contract outside of your booking with us.

26. Law and Jurisdiction

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

27. Passenger Payment Protection

We are committed to customer satisfaction and consumer financial protection. In accordance with The Package Travel and Linked Travel Arrangements Regulations 2018, all passengers' monies for tours booked with VYVIGO LIMITED are fully secured through Protected Trust Services (membership number 5318) by means of trust accounts audited by independent chartered accountants. This ensures non-misappropriation of your funds and, in the unlikely event that we are unable to provide the service because of insolvency, as a consumer your monies paid into the PTS trust account are fully protected.

28. Data Protection and Privacy

When processing your booking and travel arrangements, it is necessary for us to keep personal details on file (name, address, contact details, passport information, dietary requirements etc) and pass those details on to the relevant suppliers of your tour. We would like to hold any personal contact information collected by us also for our own marketing purposes. Should you not wish for us to do so please advise us in writing. Information collected about visitors to our website is for internal reporting only, used for the purpose to improve content.

The Terms and Conditions are available on-line at <https://www.vyvigo.co.uk> and may be changed at the sole discretion of VYVIGO LIMITED at any time and without notice.