



All bespoke M Travel trips are provided by bespoke M ("we", "our" or "us") and are subject to these Terms and Conditions. References to "you" and "your" include the first named person on the booking form ("Booking Form") or any other person to whom a booking is added or transferred.

By making a booking, the first named person ("you") on the booking agrees that:

- you have read these Terms and Conditions and have the authority to and agree to be bound by them;
- you consent to our use of information in accordance with our [Privacy Policy](#);
- you are over 18 years of age and where placing an order for services with age restrictions declares that you are of the appropriate age to purchase those services;
- you accept financial responsibility for payment of the booking;
- you agree that the Terms and Conditions between bespoke M and you will be governed by English law and that any matter or dispute in connection with this contract will be subject to the exclusive jurisdiction of the English courts.

If any provision in these Terms and Conditions, whether in full or in part, is held to be invalid or unenforceable, all other remaining provisions (in full or in part) shall continue to be valid and enforceable.

BOOKINGS, PAYMENTS AND PRICING

TO MAKE A BOOKING:

You must complete the Booking Form on the appropriate bespoke M Travel trip web page. We will send an automated email to confirm that we have received your booking which will include details of how to process your initial payment ("Initial Payment"). Your booking is only confirmed once we have received the Initial Payment which must be processed within 48 hours of completing the Booking Form. On receipt of the Initial Payment is when a contract is formed between us and the Terms and Conditions are applied.

PAYMENTS and PRICING:

The cost of the trip is shown in £GBP on the trip page of the bespoke M website. The Initial Payment amount is shown on the trip page and is due within 48 hours of completing the Booking Form to secure your place on the trip. The balance payment ("Balance Payment") is due via internet transfer on a stated date ("Balance payment Due Date") as per the automated confirmation email you receive when you complete the Booking Form. If the Balance Payment is not received within 15 working days of the Balance Payment Due Date, we reserve the right to remove you from the trip, with the initial payment being non-refundable.

Pricing plan can be found in the table below:

	Initial Payment	Balance Payment	Transfer Administration Fee
Amount	£250.00	Total trip cost (minus Initial Payment)	£35.00
Due	Within 48 hours of completing Booking Form	90 days prior to trip date	On confirmation of transfer
Status	Refundable as per cancellation terms laid out below	Refundable as per cancellation terms laid out below	Non-refundable

TRANSFER OF A BOOKING:

If you are prevented from travelling, we will agree to your booking being transferred to another person who satisfies all the conditions applicable to the trip, subject to both persons accepting joint liability for full payment of the trip price and our charge for confirming the transfer ("Transfer Administration Fee") and any additional costs arising from the transfer. We must be given reasonable notice of the transfer request, which is considered to be at least 28 days prior to the trip departure date.

CANCELLATION (BY YOU):

If you need to cancel your trip please do so in writing via email to maz@bespoke-m.com, as soon as possible. We accept no responsibility for cancellation charges arising from correspondence delays. Once we receive your cancellation notice, we will follow up with an email confirming your cancellation. Your cancellation will take effect from the date that you receive our email confirming your cancellation. Depending on how far in advance you cancel you will be entitled to the following refund:

- 90 days or more before the departure date: you will receive a refund of your Initial Payment;
- more than 56 days and less than 90 days: a 75% refund of the total trip cost will be made;
- more than 28 days and less than 56 days: a 50% refund of the total trip cost will be made;
- less than 28 days before the departure date: no refund will be given.

CANCELLATION (BY US):

If in the unfortunate case of (extraordinary or unavoidable) circumstances beyond our reasonable control arise, for example, war, riot, civil or political unrest, terrorism, poor weather conditions or technical problems arise with transport we may be required to cancel the trip. In addition, if the minimum number needed to operate one of our trips has not been met by the time of the Balance payment Due Date we may be required to cancel the trip.

If we cancel in either of the circumstances described above, we will, if possible, offer an alternative trip. If the replacement trip is of a lower value we will refund the difference in price to you. If this is not acceptable to you we will refund all payments made to us in respect of your trip.

ADDITIONAL COSTS:

If you choose any additional costs, outside of the standard trip price (e.g. accommodation upgrades) you will be required to pay any balance associated on the Balance Payment Due Date, or within 48 hours if the additional service is secured after the Balance Payment Due Date.

Travel arrangements to meet or on leaving any trip are your responsibility. Any guidance we may provide is simply that and must be checked by you. If you fail to arrive at the appointed time for whatever reason, we will not be responsible for any additional expenses incurred by you to meet up with the group.

No refund or compensation will be made or given for any unused hotel accommodation, services or features of the trip where unused at your discretion or as a result of your action/inaction.

YOUR RESPONSIBILITIES

INSURANCE:

To take part in our trips, it is a condition of the contract that you must take out adequate insurance, and that you must ensure yourself against the cost of legal actions and medical expenses arising from any eventuality for which you are legally liable, worldwide. This includes adequate insurance cover for baggage, trip cancellation, equipment (including, without limitation and where appropriate, bicycles and helmets intended for your use whether rented or otherwise), medical expenses and the cost of repatriation should you become too ill to continue with your trip. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, curtailment, medical expenses and repatriation in the event of injury or illness during your trip with us.

We do not check insurance policies for suitability, but reserve the right to request a copy. You are responsible for indemnifying us in full in the event that we incur any losses or expenses arising out of your failure to take out adequate insurance cover. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

You hereby agree that except in respect of death or personal injury caused by negligence of bespoke M, neither bespoke M nor its employees, bespoke M talent or associated suppliers will have any liability (whether in contract or tort including negligence) for any loss, damage, injury or death you may suffer in connection with any trip organised by bespoke M.

You agree to hold harmless, indemnify and reimburse bespoke M from and for any sum, costs or expenses (including legal and professional fees) incurred, payable or paid by bespoke M to any person (including the you and/or any of the your insurers) in connection with any accident, loss, damage or injury (including death) arising out of the your attendance at and

participation in the trip or any part thereof (except where any such injury or death is caused by the negligence of bespoke M or any of its employees).

PASSPORT, VISA and IMMIGRATION REQUIREMENTS:

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/ or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

SAFETY:

You acknowledge that participation in the trip involves inherent risk of accidents and injury. You acknowledge that you shall not hold bespoke M, or their representatives, responsible for your safety and conduct whilst on a bespoke M travel trip.

Any excursion, or cycling route or group participation which you are involved in, you acknowledge to enter into at your own risk and free will.

You accept that safety approved cycle helmets must be worn at all times when cycling, and you will not use a music player with headphones whilst cycling. You also accept that you will not use a mobile phone whilst cycling but you will have one on your person in case of emergencies.

You accept and understand that you are responsible for your safety and behaviour at all times, and obey the rules of the road including the highway code relating to the nation of the trip.

BEHAVIOUR:

You agree that at all times during the trip to abide by the reasonable instructions and guidelines of bespoke M staff, and suppliers.

Your behaviour should not be excessive, noisy or disruptive, especially at night. Your behaviour must at all times be appropriate to the culture of the country you are visiting. Offensive or illegal behaviour will not be tolerated and may result in the police being involved. We do not consider offensive or aggressive behaviour or language towards our staff, or suppliers, to be acceptable. We may ask you to leave immediately if your conduct is considered by us to be inappropriate, likely to cause harm, or impair the enjoyment, comfort or safety of your neighbours, other members of the trip, staff and/or the general public, or is likely, in our belief, to breach any terms of our agreement with you (including these conditions). No refunds or compensation will be given in these circumstances and we reserve the right not to accept any future bookings from you.

ONLINE CONTENT:

You confirm that you will not publish or post on any website or other media operated by bespoke M or related to the trip or bespoke M talent, any text, statement, photograph, image or other material which is obscene, blasphemous, defamatory, infringes the intellectual property or other legal rights of any third party or is otherwise unlawful, offensive or

inappropriate. bespoke M will have the right to remove any material at its discretion and take appropriate legal action against any person found to be or alleged to be in breach of this statement.

PHYSICAL FITNESS:

You accept that you are responsible for your own fitness/ health to take part in an active trip, and to the best of your knowledge, you have no medical or physical condition which would adversely affect your ability to participate in the trip or which would endanger your health. We reserve the right to require you to produce a doctor's certificate of fitness to participate in your chosen trip.

Prior to the trip you will be required to complete a medical and dietary form which will be kept confidential.

We welcome people with restricted mobility, medical or particular care requirements or a disability, and aim to ensure that our services are as accessible as reasonably possible to all. However, in order that we may consider the possibility of making reasonable adjustments, it is important that we are fully informed of any needs, requirements and conditions before any booking is concluded. Please telephone us and we will be happy to discuss availability, suitability and potential reasonable adjustments with you, including any requirement for you or a member of your party to be accompanied by someone who is able to provide for any particular needs you or they may have, over and above any reasonable adjustments we are able to make.

OUR RESPONSIBILITIES

LIABILITY:

We accept responsibility for death, personal injury and direct loss suffered by you which you can demonstrate was undeniably caused by our negligence up to the limit of the total cost of your trip, except in respect of death and personal injury, in respect of which no such limit of liability shall apply.

We will not be liable to you where any alleged loss or damage results from:

- any of your own actions or omissions;
- if we are unable to fulfil a trip due to an event of Force Majeure if we are affected by any event which we or supplier(s) could not, even with all due care, foresee or avoid. These events can include, but are not limited to, war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure;
- the action or omission of a third party not connected with the provision of your trip;
- an event or circumstances which we could not have predicted or avoided even after taking all reasonable care;

- an action or omission on the part of any associated supplier (e.g. accommodation or bike hire), or
- where any loss or damage is considered to be indirect or consequential loss.

PRIVACY POLICY:

Any data collected during the course of this booking will be stored securely on our computer(s) as per the company [privacy policy](#) – this outlines full details governing the management, use and safeguarding of your personal data.

You agree and consent for bespoke M to use your personal details provided on the Booking Form and on your medical and dietary form, for the following purposes:

- **Event administration** – bespoke M requires a record of your personal details including third party emergency contact details for internal administration purposes in order to properly conduct and to safely administer the trip. Medical information will only be shared with medical personnel or teams allocated to the trip. This data will be shared securely and will be deleted within a reasonable time following the completion of the trip.
- **E-mail communications** – bespoke M will use your contact data submitted to send you information via email relating to the trip, or other bespoke M events.

You agree to inform bespoke M of any changes to the information supplied on your original Booking Form for the purposes of above and particularly any changes to your medical condition and contact details. For this purpose, you should contact bespoke M directly.

Bespoke M reserves the exclusive right and license throughout the world (and you hereby grant bespoke M such exclusive right and license) to interview and/or photograph and/or film you on the trip and to the unlimited, worldwide, sub-licensable right to record, film, reproduce and use in all current and future media (including without limitation, print, audio, visual, audio-visual, virtual media, the Internet, mobile telephony and so-called "3-G" technologies, CD-ROM or DVDs) your name, likeness and image or facsimile image, signature, voice, video and film portrayals and other means of identification of you, and any biographical or other information or data related to you, in connection with the production, advertisement, marketing, promotion or sale of future trips.