

## **BreakAway Events (Car Tours) – Terms and Conditions**

The Traws Cymru Classic Tour of Wales is organised by Breakaway Events Management Limited. Company Registration Number 07096051.

All information provided in our leaflets, brochure or website is, to the best of our knowledge or belief, correct at the time of publication. We will advise you of any changes that are fundamental to the contract, or which we believe will affect your enjoyment of the tour/holiday. Please advise us if there is any requirement, which you believe is fundamental to your tour/holiday so that we can give you the latest information at time of booking. In these terms and conditions of booking, BreakAway Event Management Limited, Company Registration Number 07096051. "You" and "Your" means all persons named on the booking (including anyone who is added or substituted at a later date). "We", "us" and "our" means BreakAway Events Management Limited. Except where otherwise stated, these booking conditions only apply to the tour arrangements that you book with us in the UK and which we agree to make, provide or perform (as applicable) as part of our contract with you. All references in these booking conditions to "holiday", "tour", "booking", "contract" or "arrangements" mean such tour/holiday arrangements unless otherwise stated.

The following terms and conditions form the basis of a contract with you the client once the client has completed the booking form and returned it to us together with the relevant deposit and we have acknowledged acceptance to you in writing or by email.

### **Making a Booking**

Bookings can only be made by filling in the entry/booking form and returning this to us by post with a non-refundable deposit of £50. Payment can be made by personal cheque or direct to us by BACS transfer.

In all cases at the time of paying a deposit you will automatically be deemed to have accepted our terms and conditions of booking. In the case of bookings that are made less than ten weeks before departure full payment will be required at the time of booking. The person who makes the booking accepts responsibility for other members of the party, and in particular for payment for all the persons on the booking. You must be at least 18 years old to make a booking. Where a booking is made through a group or club organiser or other agent, any money paid by you to the said organiser/agent is held on our behalf. A contract is made when we accept your booking and deposit payment. We will then send you our written confirmation and invoice. If we cannot accept a booking, any monies paid will be promptly refunded.

### **Payment**

We hold your deposit towards the full cost of the holiday. The balance must be received by us no later than ten weeks prior to departure, or by the final payment due date shown on your tour confirmation documentation. If you do not pay the full cost within the time specified we may treat your holiday as being cancelled by you in which case the cancellation charges shown below will apply.

### **Prices**

The tour price is per vehicle with two occupants; please contact us before booking for single or additional person/s prices.

Pricing is detailed in the brochure and lists what is and is not included in the full price of the tour.

### **Cancellation by you**

If you fail to pay the full cost of the holiday within the specified time or if you cancel your holiday, you will be liable as a minimum, to pay the charges detailed below up to the point of cancellation. Or in the case of failure to pay your balance the due date, we may deem your booking to have been cancelled by you. All cancellations must be made in writing by the person who made the booking.

Any cancellation charges will be calculated according to the date when we receive written notice of cancellation, or the date upon which your cancellation is treated as occurring due to non-payment. We reserve the right to apply the following cancellation charges based on a proportion of the total cost of the holiday as shown on our invoice, excluding those items referred to below.

More than 70 days: Loss of deposit

70-42 days: 40% of tour/holiday cost (or deposit if greater)

41-30 days: 60% of tour/ holiday cost (or deposit if greater)

29-15 days: 90% of tour/holiday cost

14-0 days: 100% of tour/holiday cost

### **Cancellation by us**

We start planning our tour many months in advance and occasionally, we have to make changes to and correct errors in the brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings, events or activities. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. However, we promise we will only cancel your confirmed booking less than ten weeks before departure where we are forced to do so as a result of 'circumstances beyond our control'.

### **Minimum Numbers**

The tour requires a minimum number of cars and/or participants to enable us to operate it. If the minimum number required has not been achieved, we reserve the right to cancel the tour providing we notify you of the cancellation no less than ten weeks before departure. In the event of cancellation by us due to insufficient numbers we will refund all monies paid including deposits.

In such cases we cannot be held liable or responsible for costs of additional travel arrangements and hotel bookings made in association with the cancelled tour/holiday. We advise clients to take out cancellation insurance to cover any non-refundable hotel expenses.

### **Circumstances beyond our control (Force Majeure)**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance of our obligations under our contract with you is prevented or affected by, or you otherwise suffer any damage, loss or expense of any nature as a result of 'circumstances beyond our control'. In these booking conditions, 'circumstances beyond our control' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include actual or threatened war, riot, civil strife, terrorist activity and its consequences (including suspected terrorist activity and all action taken during any "terror alert"), industrial dispute, natural or nuclear disaster, adverse weather conditions,

epidemics and pandemics, unavoidable technical problems with transport, fire and all similar events outside our control.

This list is not exhaustive.

### **Vehicle eligibility**

The event is open to all three or four wheel cars produced up to December 1989 although we may accept younger vehicles at our discretion

All cars must be UK road legal and carry current MOT and insurance at the time the tour takes place. Cars must be in a good state of repair and mechanical reliability. Although mechanical assistance will be available this will be for minor repairs only. Any major breakdown will have to be dealt with by the owner/entrant at their own cost. Spare parts will not be provided. In the event that any consumables are used these must be paid for by the entrant/owner.

We do not organise speed events, the organisers will not be responsible for any speeding fines accrued. Please park in an authorised parking place, we cannot be held responsible for any parking fines.

### **Liability for loss or damage to participant's cars and property**

We are not responsible for damage to participant's cars or property including when parked in hotel / restaurant grounds. Participants must also drive sensibly and within the law of the country and under no circumstances can we be held responsible for any damage to cars or property sustained during the tour.

### **Image rights**

By signing onto a tour you give your consent to have photographs or video footage taken of you and your vehicle. You agree to allow BreakAway Events Management Limited the full use of these images or footage for any purposes we see fit. You may take your own photographs and video footage for personal consumption only and not for any commercial gain after the event. No retrospective claims may be made for invasion of privacy or defamation if you have not notified us beforehand that you do not agree with the above.

### **Our liability to you**

We will try to ensure that all elements of the tour we have agreed to provide as part of our contractual obligations are carried out with reasonable skill and care. Regarding the supply of any goods and services, we are not liable to you or a member of your party for any injuries, liabilities or any other losses incurred, except where it is expressly stated within these terms and conditions. Our total liability to anyone presenting a claim, relating to a negligent act by us, shall not exceed the total cost of the tour.

### **Third party liability**

Any part of the tour, which involves the services or provisions of a third party will be governed by the terms and conditions of each third party.

### **Your liability**

In entering the tour, you do so completely voluntarily and with the knowledge that if, as a direct result of your actions, you or any member of your party have any accident, injury or other incident it is

entirely your responsibility and you hereby indemnify BreakAway Events Management Limited, its Directors and Agents in full against any claim brought about by you, a member of your party or a third party.

### **Variations**

Occasionally it may become necessary to adjust these terms and conditions. If this happens you will be advised of the changes and then offered the option to withdraw from the tour and obtain a full refund of your money paid so far.

### **Law**

BreakAway Events Management Limited is registered in Great Britain. These Terms and Conditions shall be construed in accordance with English law, and the jurisdiction of the English Courts.

BreakAway Event Management Limited. (Company Registration Number 07096051).  
25 Vale Reach, Pencoed, Bridgend, South Wales, UK

*Details correct as of 12/11/14.*