Skycircuitvelo – Terms and Conditions

# Governing Law and Jurisdiction

These terms and any disputes arising from them are governed by French law.  
In the event of a dispute that cannot be resolved amicably, the matter shall be submitted to the exclusive jurisdiction of the competent French courts.

If you are a consumer residing in the European Union, you may also be entitled to bring a claim in the courts of your country of residence under applicable consumer protection rules.

# Company information

Company Name: SAS Skycircuitvelo

Registered Number: SIRET 93143301500019 (RCS Foix, France)

Registered Office Address: 113 Rue de la Campagne, 09140 Oust, France

Contact Details: Email >> info@skycircuitvelo.com | Phone +33(0)670626248

VAT Number: FR75931433015

# Glossary

We will refer to individual clients booking our services as “participants”, “you” or ”your” in this document. In a group booking, this will be taken to mean the “group representative” as described in this document.

We will refer to SAS Skycircuitvelo as “us”, “we” or “our”.

# Description of our Services - what we do and do not provide

## What we provide

Skycircuitvelo offers sport holidays and or related support logistical services whose detailed content is described on the company’s website at [www.skycircuitvelo.com](http://www.skycircuitvelo.com).

These service descriptions are regularly updated to reflect available tour dates, group sizes, and seasonal options. The applicable service description for a booking contract is that which we provide to you in the booking proposal email, before payment is made.

**Itinerary design and adaptation**

We will provide suggestions (not recommendations) for routes that in our opinion may be well matched to your stated aims, fitness level and technical abilities, based on our personal experience of riding the routes within our catchment area.

Following this collaborative discussion, a first draft of detailed day plans and routes (the ‘itinerary’) is freely chosen by you and noted by us. See the later section on ‘your responsibilities and commitments to us’ to understand the importance and impact of your choice to participate.

The itinerary is not a contractual commitment – it can change both before and during your experience, on account of weather, fatigue (or lack of!), or your changing preferences. This flexibility is a key benefit of our service to maximise your enjoyment, but is subject to reasonable endeavour if in changing plans we would incur significant time or cost overheads in rearranging logistics.

## What we do not provide

It is important for you to note that:

* We do **not** act as coaches or instructors and as such we do not provide structured training or safety oversight. The meaning of this in practical terms is covered throughout this document.
* Skycircuitvelo is **not** a transport company, taxi, shuttle, or VTC. Any movement of people is strictly incidental to the logistics of the sport support service. Passenger transport is not sold, advertised, or offered independently. Our support van is used primarily to carry equipment, supplies, and provide en-route support. You may be transported in our vehicle only in the wider context of our overall service. The use of our support vehicle is not open to the public and is limited to Skycircuitvelo clients only, within the scope of pre-agreed support services.
* Skycircuitvelo is **not** a travel agent or tour operator within the meaning of Article L211-2 of the French Code du Tourisme. All services are performed in-house by our own team. We do not ever resell or subcontract any third-party travel services. Our hosted sport experiences are presented and delivered as original, indivisible residential stays. No services are offered on a menu options basis or combinable by the client.
* Skycircuitvelo does not offer **direct bike rental**, but we can indicate suitable local providers and facilitate the logistics involved. We cannot include the cost of bike rental in your booking fees – you must pay the rental provider directly.

# Prices

We offer cycling holiday services whose prices vary depending on several factors, including:

* The specific dates and duration of the service
* The number of participants in the group
* The selected service type and options
* Any discounts or promotional offers in force at the time of the booking

Due to this dynamic pricing model, prices are not displayed in this document on a fixed basis. However, we commit that you will receive a clear booking proposal before any booking is confirmed, which will include:

* The price charged for our services
* Full transparency regarding what services are and are not included in the price
* A breakdown of applicable taxes and any additional fees where relevant

No payment is required until you have received, reviewed, and accepted the booking proposal.

Prices are always expressed in Euros, and unless otherwise stated, they include all applicable taxes.

All prices remain valid for a specified duration only, which will be clearly indicated in the booking proposal.

# Establishing a Booking Contract

## Conditions to establish a contract

To enter into a contract with us, you must:

- Confirm you have read the booking proposal sent by email;

- Confirm you have read and accepted the Terms and Conditions set out in this document;

- Pay the required amount specified in the booking proposal, which we will consider paid once we can see cleared funds linked to your booking;

- Receive a confirmation email and invoice from us.

No contract exists until all these conditions are met. If ever we choose not to accept the booking before the contract exists, we will of course refund in full any amount you have paid to us to date.

## Group Representatives

In the case of private group bookings, you will act as a group representative and enter into a contract on behalf of yourself and all other members of your group, including any substitutions for new members at a later date.

By accepting to act as the group representative, you confirm that you and the other group members specified in the booking proposal have read and accepted these Terms and Conditions and the booking proposal. You also confirm that you will be liable for the following:

* The full payment of all deposit and balance amounts due from all members of your group, at the times specified in this document.
* Transmitting all communications from us to the members of your group.
* Providing to us any reasonable information we request about the members of your group for the purpose of confirming the booking and managing the services we provide.

# Deposits and balance payments

The payment schedule and possibility of refunds are a function of the time remaining before your booking start date. Broadly the closer you get to your booking, the more cleared funds we require, and the less you will receive as a refund if you cancel. This is simply because group cycling holidays take a long time to organize, and it is increasingly difficult for us to find a replacement booking as the lead time reduces.

## Deposit to secure a booking

For our *Full Carbon* service, a deposit is required to confirm a booking. This payment is calculated as a function of the total cost of the booking, and the remaining time left before the booking date – see the column “% of total booking cost required to secure the booking” in **Table 1** below.

For private groups, the total cost we refer to here is that of the entire group booking. For individuals joining predefined Full Carbon holidays, the total cost is the cost due for the individual alone.

**Table 1: Payment schedule for Full Carbon service**

|  |  |  |  |
| --- | --- | --- | --- |
| Remaining time before start of booking (calendar days) | % of total booking cost required to secure the booking | Refund on Cancellation by you (% of total booking cost) | Fees: amount you lose on cancellation by you (% of total booking cost) |
| **>90** | 20% | 0 | 20% |
| **60-90** | 50% | 20% | 30% |
| **30-60** | 100% | 50% | 50% |
| **<30** | 100% | 0 | 100% |

## Payment of remaining balance

The remaining balance will be due in installments as the booking approaches, with payments due at 90, and 60 days before your booking start date - see the column “% of total booking cost required to secure the booking” in **Table 1** above.

**Example 1**

If you book at -150 days you will pay a 20% deposit, then:

* at -90 days you will pay another 30% of the total booking cost in order to bring you to the required 50% total paid at -90 days
* at -60 days you will pay the remaining 50% of the total booking cost in order to bring you to the required 100% total paid at -60 days.

**Example 2**

If you book at -40 days you will pay 100% of the total booking cost immediately.

# Cancellations and Refunds

## If you cancel your booking

For our *Full Carbon* service, if you choose to cancel your booking after entering into a booking contract with us, cancellation fees apply. These are calculated as a function of the total cost of the booking, and the remaining time left before the booking date – see **Table 1** above, specifically the columns:

* Refund on Cancellation by you
* Fees: Amount you lose on cancellation by you

## If you fail to make the required balance payments at the required times

We will send you reminders and clear information on payment due dates in line with the schedule in Table 1 above. If you fail to make the required payments on time, even after a clear reminder and notification of overdue payment, we will treat this as a formal cancellation by you, whereupon you will be entitled only to the refunds specified in Table 1 according to the remaining time before your booking start date.

## If we cancel your booking

In the extremely unlikely event we have to cancel your booking due to circumstances outside of our control, we will offer you the choice of:

* a voucher for a replacement booking of an equivalent value (with additional cost or partial refund if what we can offer is of higher or lower value) or;
* a full and prompt refund of all balance paid to us to date for the cancelled booking

However, as this service does not constitute a “forfait touristique” within the meaning of Article L.211-2 of the French Code du Tourisme, you are not entitled to any compensation under the provisions relating to package travel.

We cannot be held responsible for any costs or losses you may incur as a result of our cancellation, including your own travel, accommodation, or third-party arrangements outside our booking scope – it is your responsibility to ensure your travel insurance covers you for these eventualities if you choose to have such protection.

## No right of Withdrawal

In accordance with Article L.221-28 of the French Consumer Code, the right of withdrawal does not apply to leisure activities that are to be provided on a specific date or during a specific period. All bookings made with us are scheduled for specific dates and are therefore not subject to the 14-day right of withdrawal. By confirming the booking, you acknowledge and accept that you have no right of withdrawal.

# Change Requests by you

We will do our best to accommodate reasonable changes to a confirmed booking contract upon request, but we reserve the right to decline any request at our sole discretion. Change requests are subject to the following conditions:

* Requests must be made in writing no less than 14 days before the booking is due to start.
* We may charge additional fees or require payment of any resulting price difference, depending on the timing and nature of the requested change.
* Substitutions of one participant for another must be approved or declined by us no less than 10 days before the booking start date.

If we are unable to accommodate your change request, the original booking contract and its terms remain in force. If you subsequently choose not to proceed with the original booking, this will be treated as a cancellation and our cancellation terms will apply.

# Force Majeure

In accordance with Article 1218 of the *Code civil*, we are not liable for any delay, suspension, or cancellation of services caused by events of force majeure. A force majeure event is defined as an unforeseeable and unavoidable event beyond our control which renders the execution of our obligations impossible.

Examples include (but are not limited to): natural disasters, extreme weather, fire, flood, epidemic or pandemic, government restrictions, strikes, war, terrorism, civil unrest, mechanical breakdowns, or the sudden unavailability of key personnel or infrastructure.

In such cases, **we are under no legal obligation to provide any refund or compensation**, and you accept that the non-performance of our services in such circumstances does not entitle you to any damages.

At our sole discretion, we may offer to reschedule your booking, provide a credit note, or issue a partial refund. However, this is not guaranteed nor a legal requirement.

By confirming your booking, you acknowledge that disruptions due to force majeure are a risk beyond our control and that your travel insurance should cover these eventualities if you choose to be protected against them.

# Your Responsibilities and commitments to us

Participation in your cycling holiday with us is at your own risk. You agree to respect local laws, safety practices, and traffic regulations. You are responsible for your own physical condition, decision-making, and well-being throughout your holiday. You must select rides which are appropriate to your physical ability. This section clarifies these and other key points regarding the conditions you accept when you choose to enter into a booking contract with us.

## Helmet Use Policy

The use of a certified and properly fitted cycling helmet is a mandatory condition of participation. Participation in rides without a helmet is therefore strictly prohibited. We reserve the right to cancel your participation in the event of non-compliance, without refund or compensation.

## Your Cycling Travel Insurance

You are solely responsible for arranging your own comprehensive cycling travel insurance. This insurance must be valid from the date when we confirm your booking and cover the entirety of the booking dates.

This insurance should include as a *minimum* coverage for:

* theft and damage for all your equipment accidents,
* injury,
* death,
* medical costs,
* repatriation,
* delay to your inbound/outbound travel arrangements
* lost luggage,
* cancellation.

You accept liability for any costs, loss, damage and fees you incur if your insurance does not provide sufficient cover for any of these eventualities.

We reserve the right to cancel your participation, without any refund or compensation, if you cannot provide evidence of insurance meeting the conditions described above.

## Client Travel Requirements and travel delays

We do not organise, or include in our services, your outbound or inbound travel. You are responsible for ensuring you possess all necessary documentation and meet all administrative entry conditions to France.

We are not liable for disruptions to travel plans resulting from your own fault such as (but not limited to) incomplete or invalid travel requirements, or your failure to arrive on time. You are solely liable for any negative impact this has on your experience, such as missing a day’s riding, or having to pay for your own airport transfer if the rest of the group arrives at the scheduled time.

We are not responsible for any delays or disruptions to your inbound/outbound travel that result from circumstances beyond your control. This includes, but is not limited to, delays or cancellations of flights or trains, strikes, road incidents, extreme weather, or other force majeure events.

If you are delayed and unable to arrive at the agreed meeting point on time, you must inform us as soon as possible. We will do our best to help you find an alternative way to join the tour, but we cannot guarantee this will be possible, and we are unable to offer refunds or compensation for any part of the tour that you miss as a result.

It is your responsibility to take out comprehensive travel insurance that covers delays, missed departures, and trip interruption.

## Participant Suitability

We reserve the right to refuse a booking request, or to decline your participation in specific service elements during a booking, where in our professional judgment:

* Your participation would significantly disrupt the planned itinerary or the overall experience of other participants; or
* Your experience or expectations appear incompatible with the nature, duration, or demands of the services offered.

You are solely responsible for ensuring that your level of fitness and experience is appropriate for the activities you choose to undertake. You will have the opportunity to understand in detail the demands of each itinerary and may choose your level of engagement accordingly.

We do not assess or supervise participants’ fitness, skill, or safety. If at any point we observe a situation that may warrant caution, any information we provide is offered in good faith to help you reassess your own decision to continue. The support van remains available throughout for riders who choose to pause or end their ride at any time.

## Equipment suitability

At a minimum, your equipment must include:

* Gear ratio suitable for long mountain climbs
* Fully functional brakes with adequate pad material and safe rim/disc wear levels,
* Tyres with appropriate wear for descending at speed in variable conditions,
* No known mechanical issues at the start of the trip.

We do not provide mechanical screening or bike safety checks. By booking, you agree that your bike is roadworthy, well maintained, and safe to ride in the conditions described. If mechanical issues with your equipment create substantial disruption to the delivery of the itinerary or support services, we reserve the right to withdraw logistical support until the issue is resolved.

## Minimum physical capability and experience

When you book a fixed itinerary or join a predefined group trip, or even just agree to a draft itinerary for your private group booking, you're signing up for a specific set of physical and mental route demands. These itineraries typically involve multiple consecutive days of riding, with set distances, durations, and elevation profiles published in advance.

To participate, you must be capable of a minimum performance expressed in the booking proposal in terms of:

* Riding distances per day,
* Sustained climbing amounts
* Confident and safe descending on mountain roads
* Managing your own pacing, hydration, and energy levels without external supervision.

By booking, you confirm that you meet these minimum physical and technical requirements. We do not test or evaluate your performance or ability. However, if your participation causes major disruption to the itinerary or to other participants’ experience, we may limit your involvement in specific ride segments or offer alternative support options.

## Observations made by us during activities, and temporary Suspension of Support Services

We may from time to time remind you that you are solely responsible for your physical and mental condition and the condition of your equipment, giving you the opportunity to reassess before continuing the ride.

If we offer observations during your ride, they are provided in good faith as friendly input—never as supervision or oversight. You remain solely responsible for your physical condition, equipment, and decision to continue riding.

Any such feedback from us is intended to support your own ongoing self-assessment and does not imply that we are monitoring safety or fitness in any formal capacity.

We do not supervise riding activity or make medical assessments. However we may suspend logistical support for a participant during an activity if, in our professional judgment:

* Continuing to provide support would place undue burden on staff or compromise services offered to other participants; or
* You appear unable to make sound decisions in the moment, following signs of physical or emotional shock, distress, or disorientation.

However, in such exceptional cases, we reserve the right to cease on-road support and offer recovery or rest transport only.

Final responsibility for choosing to continue riding always remains with the participant. By continuing, the participant accepts full responsibility for all resulting consequences. We accept no liability for injury, loss, or death resulting from a participant’s independent decision to continue riding after our concerns or observations have been shared or after we have notified you that we are suspending logistical support, including any claims brought by third parties, family members, or legal representatives.

## Behaviour and Conduct

Skycircuitvelo reserves the right to curtail the booking of any participant who causes distress, damage, or disruption to other participants, staff, or third parties. In such cases, no refund will be provided and you will be responsible for any additional costs incurred arising from your exclusion.

## Medical and Health Disclosure

You must inform us in writing, prior to their experience (or during if it develops during the experience), of any medical condition, injury, or infectious disease that could impact their participation or the health and safety of others. Failure to disclose may result in denial of service without refund.

## Use of Accommodation, and Damages

You are expected to use the accommodation we provide respectfully and in accordance with house rules which will be provided on arrival. Any damage, loss, or excessive cleaning required due to misuse may result in reasonable additional charges being invoiced to you after departure.

# Our Responsibilities and liabilities to you

## Bike Transport Liability

As part of our service to you we can transport your bicycles on or in our vehicles or trailers. We own and maintain suitable equipment for transportation, but transporting bicycles involves risk of damage to the bicycle.

When transporting your equipment, we are not liable for damage due to the actions of third parties, or extraordinary and unavoidable events outside of our reasonable control. We are not liable for cosmetic damage or theft/vandalism of your equipment. This is why we insist on your having valid cycling specific insurance for your booking.

In cases only of gross negligence on our part, or extraordinary and unavoidable circumstances, liability for damage to your equipment is capped at the cost of reasonable repair only.

## Other activities during the experience

Activities other than those defined in the experience do not form part of our services. For example (but not restricted to) swimming in rivers or natural bodies of water, hiking, paragliding etc. Any such unrelated activity outside the scope of your booking contract is undertaken at your own choice and entirely at your own risk. No supervision or safety guarantees are provided by us.

If you ask us about any local providers of other services, we may provide you information in good faith based on our own experience or feedback we have heard, but this does not constitute a recommendation from us, nor are we in any way liable for any loss, damage, injury, delay or any other impact arising from your choice to engage in an unrelated activity provided by a third party.

## Food and Equipment Handling

Picnic or food-related equipment (e.g., utensils, cutting boards) is provided for client use only. We do not prepare food, but we are permitted to transport and set out your food for self-service. You are responsible for hygienic use of any shared equipment.

## Special Requests

Skycircuitvelo will make reasonable efforts to accommodate special requests for anything outside the experience, made in writing at the time of booking. However, we cannot guarantee that all requests can be fulfilled, and failure to accommodate such a request shall not be grounds for client cancellation or refund.

## Skycircuitvelo Liability Insurance

A copy of our professional liability insurance is available to you upon request.

# Intellectual Property

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The contents of these Terms and Conditions themselves are also protected by intellectual property law. Any reproduction or use of this document, in whole or in part, without written permission from Skycircuitvelo is strictly prohibited

Skycircuitvelo reserves the right to take legal action in case of infringement of its intellectual property rights.

# Dispute Resolution

In the event of a dispute, Skycircuitvelo encourages resolution through direct communication.

If a you have a concern or complaint about the services we provide, you must first notify the company in writing, either by email or postal mail, within 14 days of the end of the service. We will review the concern and respond within a reasonable timeframe.

Subsequently, in accordance with Article L. 612-1 of the French Consumer Code, you have the right to contact our independent consumer mediator, free of charge to you, in order to seek an amicable resolution to a dispute with our company.

Before contacting the mediator, you must first have attempted to resolve the matter directly with us.

(Terms Updated to v1.2 on 14 May 2025)