

# Booking Conditions

## 1. MAKING A BOOKING

All bookings are made with Culture Trails, Travel House, Llangollen LL20 7BB acting as agents for ABTA and ATOL holders.

## 2. PAYMENTS

An initial deposit as stipulated in the contract document shall be paid to Culture Trails before a booking is considered firm. No contract shall exist until Culture Trails has received a duly signed copy of the contract terms with the appropriate deposit. The person signing the contract shall be deemed to have the authority of each member of the party, or of the parents or legal guardians of persons under 18 years of age to sign on their behalf that they are to be bound by these conditions of booking.

This contract is subject to English law and jurisdiction. An explanation of terms we use in these Conditions is contained in Condition 10. The balance of the price in respect of every booking shall be paid and shall reach Culture Trails no later than two calendar months before departure. The actual date due will be contained within the contract. Failure to settle by the stipulated date automatically invalidates the price guarantee.

## 3. TOUR PRICES

The prices for currently advertised tours are based on the currency exchange rates as in the Financial Times on 20 April last before the date of the contract document. Full price guarantee - the price of your tour is fully guaranteed and will not be subject to any surcharges once your deposit has been received and the tour is confirmed. VAT has been included to comply with the Customs and Excise regulations in force as at 01 April last before the date of the contract document.

## 4. CANCELLATIONS

Cancellation by you: If the whole of the tour is cancelled we will normally retain all deposits paid and we reserve the right to make the percentage cancellation charges set out below. If individual members of the party cancel before the final payment is due any deposits paid will be charged as the cancellation fee except that if there is a replacement for such member, the full deposit of such member may be transferred. If any member of the party cancels after final payment is due and no substitute is immediately available or in the event of our exercising our right under the first paragraph of this Condition the following scale of cancellation charges will be made, the times being calculated from the departure date.

Notice received by us	% of total sum payable
56-49 days	60%
48-33 days	80%
less than 33days	100%

If a cancellation brings the number in the party below the minimum number for qualifying for discount in the price the tour price and concessions will be adjusted accordingly. To be effective cancellations must be made in writing, be signed by the party leader and received by us. Cancellation by us: We may cancel your tour for any reason whatsoever prior to the date on which payment of the balance of the price becomes due or for reasons of force majeure any time prior to departure but in that event we will offer you the choice of an alternative tour of at least comparable standard, if available, or a full refund within 14 days of your notifying your decision to us. If, except for reasons of force majeure, we cancel your tour on or after the date when payment of the balance is due we will, in addition to your right to choose between the alternative of a comparable tour or a refund, pay you the following compensation based on the length of time before the departure date for your tour.

56-15 days	£5 per paying passenger
14 days – departure	£10 per paying passenger

Notwithstanding the above, if you fail to pay the final balance by the due date we may cancel your tour without any liability whatsoever to you. In such circumstances we will normally retain all deposits paid and we reserve the right to make the percentage cancellation charges set.

## 5. TRAVEL TICKETS AND VOUCHERS

These are valid for the advertised period of the tour and for the route specified and no refund whatsoever will be made for unendorsed or expired tickets, coupons or vouchers which are lost, mislaid or unused by the party. Refunds will not be made if tickets are not used over the route for which they are valid.

## 6. ALTERATIONS AND AMENDMENTS

Those made by you: If you want to make any alteration to the details of your booking which we have confirmed, we will do our best to meet your request. If this would involve a major alteration to the confirmed arrangements such as a change in departure date or accommodation we may be liable for cancellation charges on your behalf and because of this we must reserve the right to treat the original booking as cancelled by you and to make cancellation charges as shown above in Condition 4.

Those made by us: All bookings are accepted subject to transportation and hotel accommodation being available. The itineraries, tour timetable and other arrangements contained within our contract are issued in good faith but we reserve the right to alter or amend a tour and our position is as follows: Except for reasons of force majeure we shall not make a material alteration to a previously confirmed tour less than 14 days prior to the date of travel. We reserve the right to make a material alteration to a previously confirmed tour for any reason whatsoever prior to the date on which payment of the balance of the price becomes due and for any reason of force majeure at any time prior to departure but if we do we will inform you without delay and will offer you the choice of either accepting the alteration or of cancelling the tour and receiving a full refund within 14 days of receiving your notification of cancellation. If, except for reasons of force majeure, we make a material change in arrangements in addition to your right to choose between the alternative of a comparable tour or a refund, we shall pay you the following compensation based on the length of time between the cancellation and the departure date of your tour.

56-15 days	£5 per paying passenger
14 days – departure	£10 per paying passenger

Delays in departure caused by mechanical problems shall be deemed not to be a material alteration.

## 7. COMPLAINTS AND ARBITRATION

In the unlikely event of your having a complaint, please inform Culture Trails as quickly as possible and we shall do everything possible to help you. If the matter cannot be put right on the spot, please follow it up by letter to Culture Trails. Disputes arising out of or in connection with this contract which cannot be amicably settled may (if the customer so requests in writing) be referred to arbitration under a special scheme which, though devised by arrangement with the Association of British Travel Agents, is administered quite independently by the Chartered Institute of Arbitrators. The Scheme (details of which will be supplied on request) provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the customer in respect of costs. The Scheme does not apply to claims over £1,500 per person or £7,500 per party or to those which are solely or mainly in respect of physical injury or illness or the consequences of such injury or illness. The rules of the Scheme provide that the application for arbitration must be made within nine months of the tour return date but, in special circumstances, it may still be offered outside this period. Notwithstanding the above we cannot accept responsibility for any cause of dissatisfaction unless it is made known to us within 28 days of completion of the tour.

## 8. LIABILITY

Culture Trails accepts responsibility should the services which it is obliged to provide prove deficient or not of a reasonable standard, including the acts or omissions of its employees, agents, sub-contractors and suppliers or the servants and/or agents of the same except that, apart from as stated in the last sentence of this paragraph, Culture Trails does not accept liability for death, bodily injury or illness. Culture Trails accepts responsibility for negligent acts or omissions of its employees or agents, and its suppliers and sub-contractors and the servants and/or agents of the suppliers and sub-contractors whilst acting within the scope of or in the course of their employment. Should any payment be made to you or any member of the party by us in any of the circumstances referred to in this Condition we reserve the right to claim in your place against the person(s) or organisation(s) responsible for causing the death, injury or illness. This means that you agree to assign that part of your rights to us and we will be subrogated to those rights. Notwithstanding the above, in respect of carriage by air and sea our obligations and liabilities are limited in a manner provided by the relevant international conventions - Culture Trails will ensure that general assistance is afforded to clients, who, through misadventure, suffer illness, personal injury or death during the period of their tour arising out of an activity which does not form part of an inclusive tour or an excursion offered through us. Where legal action is undertaken by you with our prior agreement we will meet the initial legal costs associated with the action provided you request such assistance within 90 days from the date of misadventure. Our liability for the aggregate of the costs referred to in this paragraph will not exceed £5,000 per group and, in the event of there being a successful claim for costs against a third party or there being suitable insurance policy/ies in force costs actually incurred by us shall be recoverable from you. Any claims under this Condition shall, in respect of both liability and quantum, fall within the jurisdiction of the courts of England.

## 9. DEFINITIONS

For the purpose of these Conditions, definitions are as follows: Inclusive Tour: means a prearranged combination of transport taken by clients and not less than one of the following when organised for the benefit of the client at a global price all or part of which is payable in advance of departure and marketed as such: (a) accommodation and/or (b) other services not ancillary to transport or accommodation. Force Majeure: means circumstances where performance and/or prompt performance of the Contract is prevented by reasons of war or threat of war, civil strife, industrial dispute (as defined below), terrorist activity, natural or nuclear disaster, fire or adverse weather conditions. Industrial Dispute- means a dispute between a person (other than us) supplying services comprised in a tour and (a) his employers and/or (b) any other person whose services affect the performance of the tour which we cannot reasonably be expected to overcome by substituting comparable alternative arrangements. Tour- includes holiday or other travel arrangements.

## 10. RESPONSIBILITIES OF PARTY ORGANISERS

The Party Organiser is responsible for completion of passport formalities and any other personal arrangements which may be necessary such as visa, currency and medical requirements. The Party Organiser is also responsible for ensuring that the party reaches the starting point of the tour at the correct time.

## 11. CONDITIONS OF BOOKING

The conditions on which bookings are accepted as set out in paragraphs 1 to 10 above are agreed to by the responsible party leader and these conditions ONLY are those which Culture Trails recognise as binding upon them. The signature of the Party Leader on a copy of the contract implies acceptance of the above conditions on behalf of all members of the party.