

EQUERRY'D TRAVELLERS BOOKING AND TRAVEL CONDITIONS

IT IS IMPORTANT THAT YOU READ THESE BOOKING CONDITIONS PRIOR TO MAKING YOUR BOOKINGS AS THEY WILL FORM THE BASIS OF YOUR CONTRACT WITH US.

YOU WILL BE REQUIRED TO SIGN AGREEMENT OF THEM WHEN CONFIRMING YOUR HOLIDAY.

BOOKING AND TRAVEL CONDITIONS

1. INTERPRETATION

In these Conditions:

“the Contract” means the contract between you and us relating to the tour.

“tour” means the tour that you book with us subject to these Conditions.

“you” and “your” means all persons named on the Draft Itinerary.

“we”, “us” and “ourselves” means Equerry'd Travellers.

“Booking Information Form” means the booking information form found within the brochure.

“Draft Itinerary” means the draft itinerary sent to you as described in Condition 2.5 below.

“Confirmation Invoice” means the confirmation invoice sent to you as described in Condition 2.7 below.

“Total Tour Price” means the total cost of the tour that you book with us subject to these Conditions as further defined in Condition 2.7 below.

2. OUR AGREEMENT WITH YOU

2.1 Our brochure is an invitation to you to read about the kind of tours and activities that we can offer. Please note that the sample tours set out in our brochure are suggestions only, since all itineraries are tailor-made.

2.2 If you wish to book a tour with us we invite you to make initial contact with us by telephone or e-mail to discuss your proposed itinerary and/or to check available dates.

2.3 We then ask that you complete the Booking Information Form found within the brochure and return it to us by post, fax or e-mail (by scan) following which we will plan an itinerary for you.

2.4 You accept that when we are planning an itinerary for you there is usually an initial exchange of telephone calls as we search for the most appropriate accommodation, visits and activities in your preferred areas of visit, check availability and liaise with you over acceptable alternatives.

2.5 Once you have indicated that a proposed itinerary is suitable for you we will send you a Draft Itinerary containing our price for providing the tour in accordance with the Draft Itinerary and the deposit required to the postal or e-mail address that you have provided to us for this purpose.

2.6 We require a deposit (to be made by bank transfer to the account number nominated in our Draft Itinerary) equal to 33% of the anticipated total tour price as stated in our Draft Itinerary and by sending us your deposit you

are asking us to provide you with the tour proposed in the Draft Itinerary – **you accept that we will not make actual reservations until we have received your deposit and accordingly the longer you delay in sending us your deposit the more likely it is that the proposed visits and activities as set out in our Draft Itinerary will be unavailable on the dates required. You accept that as a general rule deposits are non-refundable. In practice, we are sympathetic to a client’s demands, and if you make it clear on the Booking Information Form that you have a particular requirement that must be fulfilled then if we cannot meet this demand we will refund your deposit less an administrative fee of 10% of the deposit paid.**

- 2.7 Subject to Condition 2.8 below, we will send you a Confirmation Invoice confirming acceptance of your booking. The Confirmation Invoice will set out your final itinerary, the total cost of us providing that tour (“**Total Tour Price**”) and the date by which your balance is due. **Accordingly, by sending us your deposit you accept that you will become directly responsible for the payment of the Total Tour Price and, if applicable and appropriate, any cancellation charges. Please note that the Total Tour Price may differ from the anticipated total tour price as set out in our Draft Itinerary if visits and activities as proposed in the Draft Itinerary are no longer available when we receive your deposit and need to be substituted for others of a similar standard.**
- 2.8 We reserve the right to refuse any booking from prospective clients whom we consider unsuitable for the type of tours to be undertaken.
- 2.9 When you send us your deposit you guarantee that you have the authority to accept and do accept on behalf of your party these Conditions.
- 2.10 The Contract is made on the terms of these Conditions which are governed by English Law and you agree with us to submit to the exclusive jurisdiction of the English Courts.

3. PAYMENT, TOTAL TOUR PRICE AND REFUNDABLE EXPENSE FUND

- 3.1 We require all payments made to us under this Contract to be made by bank transfer to the account number nominated on our Draft Itinerary and/or Confirmation Invoice.
- 3.2 The Total Tour Price (less deposit paid) plus the Refundable Expense Fund referred to at Condition 3.3 below must be paid (and received by us in cleared funds) 8 weeks prior to commencement of the tour failing which we reserve the right to cancel your travel arrangements and retain your deposit.
- 3.3 We require from you a refundable expense fund (‘Refundable Expense Fund’) of £1000.00 per person per tour payable in accordance with Condition 3.2 above. The Refundable Expense Fund is required by us for any incidental expenses that we need to incur on your behalf (for example impromptu visits and excursions or the unplanned purchase of equipment) and at the end of your tour we shall either return the Refundable Expense Fund to you after deduction from it of the cost of such incidental

expenses, or render an invoice to you for incidental expenses incurred in excess of £1000.00 which shall be immediately due and payable.

4. LATE BOOKINGS

- 4.1 In the case of bookings confirmed less than 10 weeks prior to commencement of the tour, the Total Tour Price must be paid at the time of booking and subsequent cancellation by you will result in cancellation charges as outlined below at Condition 8 'IF YOU CANCEL YOUR TOUR'.

5. INSURANCE

- 5.1 It is a condition of your booking that you take steps to insure yourselves adequately for all appropriate risks before travelling and commencing your tour. You must take out an insurance policy which includes cover for the activities you are to undertake on your tour with us and provide us with evidence of such insurance at least 8 weeks before the commencement of your tour.
- 5.2 Failure to purchase adequate insurance may result in our cancelling your holiday and levying appropriate cancellation charges.

6. CARRIAGE BY AIR AND SEA

- 6.1 We do not arrange flights or travel by sea either to or from the UK.
- 6.2 We do not arrange flights internally within the UK. If you wish to take a tour with us in one area of the UK followed by a tour with us in another area, and you wish to take a flight between the two areas, then you must arrange the flight yourselves. We will, of course, be able to let you have names of airlines that operate flights between the relevant parts of the UK.
- 6.3 You must ensure that you provide us with full details of your arrival and departure flights/docking times where your tour itinerary as set out in our Confirmation Invoice includes collection of you from, or the dropping off of you at a UK airport or sea port.
- 6.4 We accept no liability for the consequences of flights missed owing to your failure to reconfirm both the reservations and timings.
- 6.5 You must ensure you have adequate insurance cover for you and your party for the flight/sea travel in question.

7. IF YOU CHANGE YOUR BOOKING

- 7.1 If, after our Confirmation Invoice has been issued, you wish to change your travel arrangements in any way, for example the commencement date of your tour, visits and/or activities, we will do our utmost to make these changes but it may not always be possible.
- 7.2 Any request for changes to be made must be in writing by e-mail or post by the person who made your booking and confirmed by telephone call within two days. If e-mail is used as the appropriate**

method of notifying changes, you are advised to keep a copy of the sent e-mail confirmation as this may be required for proof in the unlikely event of any discrepancies.

- 7.3 You will be asked to pay an administration charge as detailed below and any further cost we incur in making the alteration and you should be aware that these costs could increase as the commencement date of your tour becomes closer.
- 7.4 Charges for alterations to, or cancellations of, a particular element of your tour, activity or visit will apply as follows:
If you make any alteration to your tour after we have confirmed your booking, other than adding a service to your booking, an amendment fee of £50.00 per person named on our Confirmation Invoice will be charged per alteration.
- 7.5 As a basic principle, no refund will be given for any unused accommodation, visit, activity, service or transport.

8. IF YOU CANCEL YOUR TOUR

- 8.1 **You may cancel your tour at any time. Your tour arrangements must be cancelled in writing by e-mail or post by the person who made your booking and must be marked 'URGENT – TOUR CANCELLATION' and confirmed by telephone call within two days. If email is used as the appropriate method of cancellation, you are advised to keep a copy of the sent e-mail confirmation as this may be required for proof in the unlikely event of any discrepancies.**
- 8.2 Since we incur costs in cancelling your travel arrangements you will have to pay the applicable cancellation charges up to the maximum shown in the table below:

NOTIFICATION PERIOD	CANCELLATION CHARGE
8 weeks or more	Loss of deposit
Between 8 and 5 weeks	50% of the Total Tour Price
Between 5 and 2 weeks	75% of the Total Tour Price
Less than 2 weeks	100% of the Total Tour Price

The Total Tour Price does not include any amendment fee or other costs paid if you change your booking which are not refundable in the event of your cancellation.

9. IF YOU CHANGE OR CANCEL YOUR TOUR AFTER IT HAS COMMENCED

- 9.1 If you request any alteration to your tour after it has commenced, we will do our best to implement it, but we cannot guarantee that it will be possible. It is usually unwise to reorganise arrangements that have already been confirmed with our suppliers and still expect things to run smoothly.
- 9.2 In the event of such amendments being made you will be liable for any cancellation charges that may be levied for the services originally booked, and for the booking of revised arrangements and the arrangements themselves.
- 9.3 As a basis principle, no refund will be paid to clients who do not complete a tour.

10. YOUR RESPONSIBILITIES

- 10.1 You must ensure that you and the rest of your party have valid passports and visas appropriate for entry into the UK as we cannot be held responsible if you are unable to enter the UK.
- 10.2 It is a condition of your booking that you take steps to insure yourselves adequately before travelling and commencing your tour.
- 10.3 You must be responsible for the behaviour of yourself and your party.
- 10.4 You must ensure that you and your party are physically fit enough to take the tour and engage in any activities that you have asked us to arrange for you as set out in our Confirmation Invoice.
- 10.5 You must tell us if you or any of your party are more than 28 weeks pregnant or have an existing medical problem or disability that may require assistance, before you book your tour. We may refuse to accept physically disabled customers or customers confined to a wheelchair who do not tell us before they book, or if we feel the tour chosen by you is not suitable without a suitably qualified travelling companion.

11. IF WE CHANGE OR CANCEL YOUR TOUR

- 11.1 It is unlikely that we will have to make any changes to your tour, but we do plan the arrangements many months in advance. Occasionally we may have to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you of them at the earliest possible date. If we make a major change, for example the alteration of your accommodation to a hotel not approved by us then an appropriate refund will be made. Examples of minor changes include change of accommodation to another of the same standard or higher
- 11.2 If it is necessary to cancel your tour we will pay you compensation as set out in Condition 11.4 below.
- 11.3 We will endeavour not to cancel your travel arrangements unless our tour guide(s) become unavailable during the dates of your tour or for reasons

of force majeure or failure by you to pay the Total Tour Price when due in accordance with these Conditions

- 11.4 If we make a major change to your tour we will inform you as soon as possible and you will have the choice of either accepting alternative arrangements or cancelling your tour and receiving a full refund of all monies paid. In all cases, except where the major change arises due to reasons of force majeure, we will pay compensation as detailed below:

NOTIFICATION PERIOD	COMPENSATION PER PERSON
56 days and over	NIL
Between 56 and 28 days	£10.00
Between 27 and 14 days	£30.00
13 to 1 day or notice once tour has/was due to commence	£40.00

No claim for additional expenses or other compensation will be considered, for example if you decide to cancel your travel arrangement instead of accepting the alternative we have offered you and you then book a more expensive holiday we would not consider any claim for the difference in price you have paid.

- 11.5 Compensation payments as set out above do not apply to circumstances beyond our control (force majeure). We can cancel your tour in the following circumstances: war, threat of war, riots, civil strife or terrorist activity, industrial disputes, natural or nuclear disasters, decisions by governments or governing authorities, court jury service, family bereavement, fire, technical problems with transport, extreme weather conditions, Royal and State Events (Funerals, Coronation, Jubilee Celebrations, Weddings, etc) and similar events beyond our control.**

12. OUR LIABILITY TO YOU AND YOUR BEHAVIOUR

- 12.1 We accept responsibility for ensuring that your tour arrangements are supplied as set out in our Confirmation Invoice.
- 12.2 If any part of your tour arrangements are not provided as promised we will pay you appropriate compensation if this has affected the enjoyment of your tour. Our liability in all such cases is limited to a maximum of twice the value of the element not supplied.
- 12.3 We accept responsibility for death, injury or illness caused by the negligent acts and/or omissions of our employees or agents, our suppliers and sub-contractors, whilst acting within the scope of or in the course of their employment in the provision of your contracted tour. We will

accordingly pay to you such damages as might have been awarded in such circumstances under English Law. We cannot accept liability in the following circumstances:

- (a) you or any member of your party is at fault.
- (b) if the failure is the fault of someone else not connected with providing the accommodation/activities and services that make up your tour as set out in our Confirmation Invoice.
- (c) any unusual or unexpected circumstances beyond our control, which we could not have avoided, even if we had used all possible care.
- (d) any event that the accommodation/activity/service supplier or we could not help, expect or prevent.

12.4 We accept no responsibility or liability for the results of any delays or any loss, consequential loss or contingent liability arising therefrom.

12.5 We will use our reasonable endeavours to offer our assistance if you suffer difficulty whilst on the tour and if you, or any member of your party, suffer illness, personal injury or death through no fault of your own during your tour which arises out of an activity which is not part of the tour itinerary as set out in our Confirmation Invoice.

12.6 Our liability towards you will cease in the event that you or your party causes any damage/disturbance/discomfort for any reason during your tour. This may lead to your eviction from accommodation/activities and our Contract with you will be deemed terminated and we will have no further obligation to assist you with alternative arrangements.

13. COMPLAINTS

13.1 If you have a complaint during your tour then if possible please inform us immediately, or otherwise in writing within 14 days of the end of the tour, and we will endeavour to put things right. If you fail to let us know as soon as possible then we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were on the tour and this may affect your rights under this Contract.

13.2 Before complaining, please consider whether you have taken into account the information set out in these Conditions.

14. YOUR ACCOMMODATION, VISITS AND ACTIVITIES

14.1 The cost of accommodation for the duration of your tour with us is included in the Total Tour Price.

14.2 We make all accommodation arrangements for our clients with hotels or other accommodation providers that we have personally visited, carefully selected and approved to be of a suitably high standard for clients who choose Equerry'd Travellers.

14.3 Please note that we will not book any particular hotel, visit or activity for you unless you specifically request this on your Booking Information Form.

- 14.4 The accommodation provided is only for the use of your tour party as set out on our Confirmation Invoice. Sub-letting, sharing or assigning the accommodation is prohibited as are overnight guests.
- 14.5 You are responsible for damage caused to accommodation by you or a member of your party.
- 14.6 We have no control over the behaviour of persons residing at the same accommodation as you and we cannot accept responsibility for their acts and inconvenience caused to you as a result of their behaviour.
- 14.7 Fire Safety - Please read carefully all fire safety information that is available at your accommodation. On arrival always familiarise yourselves with the nearest fire exits to your room.

15. DINING AND DIETARY REQUESTS

- 15.1 If you have any special dietary requirements then please let us know when you make initial contact with us. Whilst every effort will be made to meet requests for special diets they cannot be guaranteed and we cannot accept claims for compensation associated with their non-provision.
- 15.2 The bespoke nature of our tours permits you, at your cost, to invite guests for lunch and/or dinner at your chosen accommodation/restaurant subject to availability.

16. WHAT IS NOT INCLUDED IN THE PRICE OF YOUR TOUR

- 16.1 The Total Tour Price includes all transport, accommodation, meals and activities that are specified in our Confirmation Invoice, and all administration involved with the planning of your tour.
- 16.2 The Total Tour Price also includes hotel meals, drinks, room service and mini bar drinks to a maximum cost charged by the relevant provider of £250.00 per person per day.
- 16.3 The Total Tour Price **does not include** any of the following for which you are directly responsible for payment to the relevant provider:
- (a) any transport, accommodation, activities or services that are not specified in our Confirmation Invoice including telephone calls.
 - (b) hotel meals, drinks, room service, mini bar costs or any other such costs exceeding £250.00 per person per day. Should such costs exceed £250.00 per person per day, we reserve the right to retain the excess out of the Refundable Expense Fund in payment of these costs at our discretion, or render an invoice to you for such excess as appropriate.
 - (c) certain amenities and services may incur a discretionary charge locally such as massage, fitness and other spa treatments.
 - (d) any insurance – you must ensure that you and your party are adequately insured.
 - (e) travel in the UK to the point of collection for your tour, and from the departure point.

- (f) breakage and/or damages caused by you or your party whilst in your accommodation or whilst undertaking any activities as detailed on our Confirmation Invoice.

17. YOUR PERSONAL DATA

17.1 Information that you provide to us about you and your party will be held on our computers (and in other ways) for use by us for the following purposes:

- (a) to supply you with the tour.
- (b) information about you and your party may be passed to providers of accommodation, activities and other services to enable them to provide the services requested and may include things such as religious beliefs, dietary requirements, your (or a member of your travelling party) physical or mental health.
- (c) to contact you via e-mail, letter or phone with details of tours that we may be offering in the future that may be of interest to you.

17.2 By entering into this Contract with us you agree to the use and disclosure of such information by us as described. You are entitled to a copy of your information held by us although we reserve the right to make a reasonable charge for providing this.