

# CLASSIC TOURS BOOKING CONDITIONS

## FOR EVENTS WITHOUT FLIGHTS

Your contract is with Classic Tours.

These are the terms and conditions which apply to your tour. Please read them carefully as you will be bound by them.

### 1. Booking your tour

a) Complete the booking form accepting on behalf of all your party the terms of these booking conditions and send it to us with the deposit together with all applicable insurance premiums if required. If you are making your booking within 8 weeks of departure, you should phone to confirm what the full amount payable is, which should then be sent to us. We will send you a confirmation invoice setting out your tour details (which you should check carefully) and stating the amount due and the date by which it should be paid, usually 8 weeks before departure. We do not send reminders. A binding contract will come into existence on the date we post the confirmation invoice.

b) Any special preferences indicated on your booking form will be passed on to our suppliers. However we regret that we cannot guarantee that any special request will be met and any failure to do so will not constitute a breach of contract on our part.

c) Travel arrangements made by us which include accommodation are fully protected by our bond with AITO Trust (number 1154). This complies with the requirements of Regulations 16-21 of the Package Travel Regulations. This protects customers' prepayments paid in respect of the ground handling aspects of packages where the customer is responsible for arranging travel to the destination offered in this brochure / literature / document / on this website (subject to the terms of the insurance policy), for:

- a refund of such prepayments if customers have not yet travelled, or
- making arrangements to enable the holiday to continue if customers have already travelled in the unlikely event of our financial failure.

### 2. Your liability for payment

The person who signs the booking form is responsible for the full tour cost shown on the confirmation invoice. If we do not receive the final payment by the due date then we reserve the right to treat your booking as cancelled and to levy cancellation charges in accordance with paragraph 6 below.

### 3. Tour cost and guarantee

We state clearly on the attached Information Pack the items included in our tour cost. We guarantee to absorb all price rises in the services offered by our suppliers and sub-contractors once your final payment has been received. We reserve the right to increase the price for your travel arrangements to allow for variations in transportation costs, dues, taxes or fees chargeable for services. A surcharge might be added only as a result of either government action, or a fluctuation in foreign currency rates against our interests (based on the currency rates quoted in the Financial Times at the time of booking). In these circumstances, we promise to absorb an amount equal to 2% of the total tour cost (excluding the insurance premium and any amendment charges). If the amount of the surcharge exceeds 10% of the tour cost, you may elect to cancel and receive a full refund of all monies paid. You must exercise your right to cancel for this reason within 14 days from receiving written notification of the surcharge, otherwise the surcharge will be deemed to have been accepted by you. Since we have agreed to absorb increased costs equivalent to 2% of the holiday price, there will be no reduction in the price of the holiday in the event of a favourable variation in costs or exchange rates. You will be notified in writing of any surcharge not less than 30 days prior to departure.

### 4. Information Pack accuracy

We take every care to ensure the accuracy of our Information Pack. All information is given in good faith and believed to be correct at the time of going to press. This is particularly true with respect to transport. We cannot guarantee that carriers will leave at the times shown in the Information Pack or on your ticket.

### 5. Amendment by you

There is an administration fee of £25 per person and / or per change for all amendments requested. In addition, in the case of name changes, you may be asked to pay any additional charges of whatever sort that our suppliers may impose. Please note that some suppliers may charge a 100% cancellation fee for a name change and the cost of a replacement ticket.

All amendment requests are subject to availability and must be made in writing, signed by the person responsible for the booking form. If the amendment (other than name changes) is made less than 8 weeks before departure date we reserve the right to treat the request as a cancellation and re-booking, in which case you will be liable to pay cancellation charges as shown in paragraph 6.

### 6. Cancellation by you

You, or any member of your party, may cancel your holiday at any time providing that the cancellation is made by the person signing the booking form and is communicated directly to us in writing. As we start incurring costs from the time we confirm your booking we will retain your deposit and in addition have the right to apply the cancellation charges shown below.

Days prior to departure when written notification of cancellation received	% of Tour cost payable*
42 days or more	Loss of deposit
41-29 days	50%
28-15 days	70%
14-4 days	90%
3-0 days	100%

\* The amount of cancellation charge excludes any insurance premium and amendment charges which are non-refundable in the event of your cancellation

**Note:** If the reason for cancellation is covered under the terms of your travel insurance policy, you may be able to reclaim the cancellation charges.

### 7. Amendment by us

We try never to change our clients tours, but as we plan your arrangements many months in advance we reserve the right to do so if necessary. If there is a significant change, we will inform you as soon as is practicable and in this case you will have 2 options: a) to agree to proceed with the revised arrangements or b) to cancel your participation in the event, in which case you will receive a full refund. If we make a significant change for any other reason than 'force majeure' or low bookings, we will also pay compensation on the scale shown below.

Period prior to departure	Compensation per person
more than 56 days	Nil
55 to 28 days	£10
27 to 15 days	£20
14 to 0 days	£30

### 8. Force Majeure

'Force majeure' means unusual and unforeseeable circumstance beyond our control, such as national emergency, natural disaster, fire, bad weather, transport delays, or other such events. Low bookings refers to the fact that we may have to make a minimum number of bookings before being able to operate tours. No changes will be made because of low bookings less than 21 days before your departure date

### 9. Cancellation by us

a) We reserve the right to treat your tour as cancelled and levy cancellation charges as set out in paragraph 6 if you fail to make your payment when it becomes due.

b) It is very rare that we have to cancel clients' bookings, and we will not cancel tours less than 8 weeks before departure unless the cancellation is due to 'force majeure' or less than 21 days before departure because of low bookings. If we do cancel your tour, we will offer you a full and prompt refund of all monies paid, less insurance premiums. In addition, if we cancel your tour for any other reason than 'force majeure' or low bookings we will pay compensation to you on the scale set out in paragraph 7.

c) We regret we cannot pay out any expenses, costs or losses you incur as a result of any cancellation.

### 10. Standard and quality of accommodation and services

You should not have unreasonable expectations of the facilities that will be provided which, in some remote areas and some destinations, may be below what you might expect at home. The level of the standard and quality of your travel arrangements will be in line with the itinerary and any literature you receive from us.

### 11. Suppliers

a) Where any services are provided by an independent supplier, the conditions of that supplier will apply to you, some of which may limit or exclude their liability to you, often in accordance with international convention. Copies of the relevant parts of such conditions are available on request.

b) We are not always in a position to give details of the transport to be used in connection with your travel arrangements before your place on the event is confirmed. Where this information is provided, any change in it will not constitute a significant change to your tour entitling you to cancel.

c) You are asked to check carefully departure and check in times on your documentation to ensure that you arrive at the departure point in sufficient time.

d) Travel arrangements for all our events are arranged through scheduled carriers over which we have no control. Consequently we cannot be held responsible for any delays, cancellations or overbookings.

### 12. Travel insurance & Health & Safety

It is a condition of booking on this charitable event that you are adequately insured. Unless you have arranged a policy providing comparable or greater cover under all sections, and clearly show your alternative insurer on your booking form, you will automatically be insured under our policy and the premium will be added to your invoice.

You will require a good level of fitness, strength and endurance and it is your responsibility to reach an appropriate level. For this tour it is not recommended for any infirmity. If you have a disability or illness you are obliged to inform Classic Tours before registering. Classic Tours reserves the right to refuse participation if the above is not complied with.

### 13. Law and jurisdiction

This contract is made on the terms of these booking conditions which are governed by English Law and both parties shall submit to the exclusive jurisdiction of English Courts at all times.

### 14. Our responsibilities to you

a) We accept responsibility for ensuring that your travel arrangements will be as described in literature produced by us, or on our behalf, in our Confirmation Invoice and with the itinerary and that the services we are contractually obliged to provide are to a reasonable standard. If in the reasonable opinion of your party any part of your travel arrangements is not provided as promised we will pay appropriate compensation if this has affected the quality or structure of your travel arrangements. We accept responsibility for the acts and/or omissions of our employees, agents and suppliers (except for claims for death, injury or illness —see below clause 14b)

b) Classic Tours accepts responsibility for death, personal injury or illness caused by negligent acts and/or omissions of us, our employees, agents, suppliers or sub-contractors whilst acting within the scope of, or in the course of their employment in the provision of any part of your travel arrangements in the itinerary, that we are contractually obliged to provide. We will, accordingly, pay to an affected participant such damages as might have been awarded in such circumstances under English law. However, damages are not payable where any failure to perform the contract is due neither to any fault on our part or a supplier of any part of your travel arrangements or is attributable to you or unforeseen or unavoidable actions of a third party unconnected with the provision of your travel arrangements or unusual and unforeseeable circumstances beyond our control or an event which could not have been foreseen even if all due care had been exercised.

(f) In respect of carriage by sea and rail and the provision of accommodation, the amount of compensation Classic Tours may be obliged to pay will be limited in the manner provided by the relevant International Convention. Transport is subject to the carrier's conditions of carriage. In particular drunkenness or rowdy behaviour may lead to the carrier refusing carriage when alternative transport may have to be arranged at your own cost.

### 15. Passport, Visa & Health Requirement

You will be advised separately of any passport or visa requirements and any compulsory health requirements to enable you to participate in your travel arrangements. Please note that you will require a full British passport with at least 6 months unexpired at the date of return travel. For EC and other passport holders please contact Classic Tours.