

# CARRY ON TOURS

## Tour Booking Conditions

### 1. Contracts

Your holiday tour booking is only made when Carry-on Tours Limited (trading as Carry-On Tours) whose registered office is at 1, The Shrubberies, George Lane, London E18 1 BD has issued a confirmation invoice. This takes place after we have received a completed and signed booking form with payment of the Deposit

### 2. Flights etc

We do not provide flights or other travel arrangements to reach the starting point of our tours and it is your responsibility to make the necessary travel arrangements to the starting point which will be in London.

### 3. Deposit

An initial deposit of £50 per person is required together with the signed and completed Booking Form. If booking is made less than 4 weeks prior to the commencement of the tour the full amount is payable. Any balance is due 4 weeks prior to commencement. If the balance is not paid in time we reserve the right to cancel your tour and apply the cancellation charges as set out below.

### 4. Charges

Our holiday tour charges are in two parts:

the Basic Price which covers the cost of the transport and tour guide arrangements during the tour and:

the Kitty Price which is the cost of accommodation and excursions arranged by us on your behalf in accordance with your wishes which we will arrange at the beginning of the tour. The Kitty Price is payable in UK currency on the first day of the tour.

### 5. Cancellations by you

5.1 You may cancel your tour at any time prior to its commencement, provided that the cancellation is confirmed in writing by the person signing the booking form. The following scale of charges will apply to cover administration charges and pre-payments.

Period before tour

More than 4 weeks	-	Loss of Deposit
Between 4 weeks and 1 week	-	Loss of 50% of the Basic Price
Less than 1 week	-	No refund of any part of the Basic Price

5.2 If you change your booking by transferring it to another person we will arrange for such a transfer provided that:

5.2.1 The reason you wish to transfer your booking is: personal illness or serious illness of a close member of your family, jury service, redundancy or

unavoidable work commitments;

- 5.2.2 You, or the transferee, pays any balance due before the transfer is authorised by us, and the transfer meets all the conditions of the holiday you booked;
- 5.2.3 Your request for a transfer is sent to us in writing 28 days before departure together with full details of the transferee, documentary proof of the circumstances referred to in 5.2.1 above and payment of a fee of £25 per booking to cover our administration costs;

## **6. Cancellations by Carry On Tours**

A minimum number of 8 holiday makers is required for each tour (unless otherwise stated) and if this minimum requirement is not reached we will, subject to 7 days warning, either cancel the departure, offer a full refund, or apply a supplement subject to your approval.

## **7. Alterations by you**

We will do our best to make any alterations you may require after confirmation has been issued, subject to the payment of any increased cost relevant to the change.

## **8. Alterations by Carry-On Tours**

8.1 Occasionally we have to make changes due to local weather conditions or as a result of 'force majeure'. This legal term means unusual and unforeseeable circumstances beyond our control, the consequences of which neither we nor our suppliers can avoid. Examples are war or threat of war, riots, civil strife, terrorist activity, industrial disputes, natural or man-made disaster, fire or adverse weather conditions.

8.2 If the alteration is significant) then we will notify you as soon as possible and offer you the choice of: accepting the modification; changing the booking to an alternative tour; cancelling and receiving a full refund. If the alternative is cheaper we will refund the difference, and if it is more expensive you will pay the difference to us. If there is a significant change within 4 weeks of departure for any reason other than those mentioned in paragraph 8.1 and you decide to cancel and receive a full refund then we will also pay you reasonable compensation.

## **9. Holiday Details**

Because of the nature of our holidays it is not possible to include all information concerning holiday details in our brochure or on our website. All arrangements for your holiday will be included in your confirmation invoice. Details of the accommodation choices and available excursions for the tour (if not already provided) will be given at the same time

## **10. Surcharges**

We do not make any surcharges to your holiday.

### **11. Liability**

Should you or one of the persons included in your booking suffer death, personal injury or illness arising out of an activity forming part of your holiday arrangements forming part of the package we will accept responsibility to the extent that we or our suppliers were at fault but we shall not be liable if the cause was your own or the relevant persons fault, or one which neither we nor our suppliers could have anticipated or avoided even with the exercise of all due care. However, where death or personal injury is suffered in the course of an activity falling within any relevant international convention limiting liability we limit our liability in accordance with such international convention. Our maximum liability for any loss other than for personal injury or illness will be limited to twice the price paid for the holiday.

### **12. Insurance**

We strongly advise you to have adequate travel insurance which will cover you for medical expenses including repatriation by air if necessary as well cover for loss or damage to your property including theft of such things as credit cards or money.

### **13. Complaints**

If you have any complaint you should make it known at the earliest opportunity to our tour guide accompanying the tour. You will be asked to complete a complaint form which must be signed and returned and you will be given a copy. If our guide is unable to resolve the problem to your satisfaction you should contact our head office as soon as possible. If at the end of your holiday you feel that your complaint has not been properly dealt with you must first notify us in writing within 15 days of your scheduled date of return and we will do our best to resolve the problem.

### **14. Financial Protection**

All monies received from you are held in a Trust Fund to comply with the Package Travel, Package Holidays and Tours Regulations 1992. This means that any money paid to us is not released until your holiday is completed thus providing you with financial security in the unlikely event of our insolvency. All such monies are deposited in Account Number 41544977 at the London Road, Brighton branch ( Sort Code 09.06.66) of the Abbey National Bank plc designated "Carry on Tours Customer Trust Account"

### **15. Non Package Extras**

We will do our best to make reservations on your behalf in respect of additional excursions or facilities and which you will need to confirm with local suppliers and pay them directly for such services. Any such arrangements we make are made as your agent and do not form part of the package we provide. Any complaint you may have about the services provided, should be made directly to the local supplier.

## **16. Health and Emergencies**

Because our holidays can involve some strenuous activities it is important that you and each person in your party is reasonable fit and not subject to any medical conditions which might adversely affect their ability to enjoy the tour or indeed affect the enjoyment of other members participating in the tour. You must inform us at the time of booking of any such medical condition so that we can advise you accordingly or make special arrangements wherever possible. If you fail to fully inform us of any relevant medical condition of any person in your party we reserve the right to terminate the booking or holiday of that person without compensation.

## **17. Other Tour participants**

As our holiday groups are small ( no more than 15 ) it is the responsibility of each member of your party to not only behave with consideration to other members of the group but also to have regard to their own personal safety as well as having regard to the effect of their actions on other members of the holiday group. In the circumstances your tour guide has the right to ask any person to withdraw from a tour if a person fails to comply with our reasonable behaviour or safety instructions or if it is considered necessary for the well being of that person or the other members of the group. The individual concerned will be responsible for any additional costs incurred as a consequence.

## **18. Visas and Passports**

No special requirements apply to persons travelling on full British Passports or EU Passports; however, if this does not apply to you or any member of your party you must inform us.

## **19. Choice of Law**

All matters arising from your contract with us are governed by English Law and are subject to the exclusive jurisdiction of the English Courts.