

## ITALIAN GEOGRAPHIC LTD

### BOOKING CONDITIONS

These Booking Conditions, together with our [privacy policy](#) and where your tour is booked via our website, our [Website Terms of Use](#), together with any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Italian Geographic Ltd, company number 05514616, of registered office 2nd Floor Crown House, 37 High Street, East Grinstead, West Sussex, RH19 3AF ("we", "us", "our"). Please read them carefully as they set out our respective rights and obligations. In these Booking Conditions references to "you" and "your" include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

#### 1. Booking & Paying for your arrangements

A tour booking is made with us when you:

- a. complete the electronic booking form;
- b. pay us a deposit of € 400 EURO per person for the tour, at the time of booking (or full payment if you are booking within 6 weeks of the tour start date); and
- c. receive a booking confirmation from us.

We will also issue you with an invoice for the remaining outstanding balance of the tour together with a Tour Pack. All payments for the deposit and the balance can be made directly on our website at [www.italian-adventures.com](http://www.italian-adventures.com) by credit card (Visa, MasterCard, Maestro ) and PayPal.

We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you. Upon receipt, if you believe that any details on the booking confirmation or any other document are wrong you must advise us immediately as changes cannot be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out.

The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 6 weeks (42 Days) prior to scheduled tour start date. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case we shall retain your deposit.

## 2. Tour Pack

We will issue you with a Tour Pack once you have made a booking with us, either by email or another agreed method. Your Tour Pack will include the details of your arrangements relevant to your booking. Details may include, where applicable, the dates of your tour; details of airports and/ or train stations; means of transport during your tour; necessary contact details for transport; relevant accommodation details; a map of Rome; suggested clothing during your tour; provisional restaurants (please see Special Requests for any dietary requirements); any meals included within the tour price; an introduction of your tour guide; timings throughout the duration of the tour; and any tap water restrictions, along with any other information that we believe to be helpful for the enjoyment of your tour.

## 3. Accuracy

We endeavour to ensure that all the information and prices both on our website and in any advertising material are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

## 4. Insurance

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

## 5. Pricing

**We reserve the right to amend the price of unsold tours at any time and correct errors in the prices of confirmed tours. We also reserve the right to increase the price of confirmed tours solely to allow for increases which are a direct consequence of changes in:**

- (i) the price of the carriage of passengers resulting from the cost of fuel or other power sources;
- (ii) the level of taxes or fees chargeable for services applicable to the tour imposed by third parties not directly involved in the performance of the tour, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and
- (iii) the exchange rates relevant to the package.

Such variations could include but are not limited to transfer cost changes which are part of our contracts with airport transfers (and their agents) and any other transport providers.

You will be charged for the amount of any increase in accordance with this clause. However, if this means that you have to pay an increase of more than 8% of the price of your confirmed tour (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another tour if we are able to offer one (if this is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, except for any insurance premiums and any amendment charges and/or additional services or travel arrangements. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the issue date printed on your final invoice. We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy.

Should the price of your tour go down due to the changes mentioned above, then any refund due will be paid to you less an administrative fee of €10EUR. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

There will be no change made to the price of your confirmed tour within 20 days of your tour start date nor will refunds be paid during this period.

## **6. Jurisdiction and Applicable Law**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live in those places and if you wish to do so.

## **7. Cutting your tour short**

If you are forced to return home early, we cannot refund the cost of any travel arrangements or parts of the tour you have not used. If you cut short your tour and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and services provided, we will not offer you any refund for that part of your tour not completed, or be liable for any associated costs you may incur. Depending on the circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

## **8. If You Change Your Booking & Transfers of Bookings**

If you wish to change any part of your booking after our booking confirmation and invoice have been issued, you must inform us in writing as soon as possible by emailing [sales@italian-adventures.com](mailto:sales@italian-adventures.com). This should be done by the first named person on the booking. Your notice of change or transfer of a booking will only take effect when it is received by email by us and will be effective from the date on which we receive it. Whilst we will do our best to assist, we cannot guarantee that we will be able to meet your requested change. Where we can meet a request, all changes will be subject to payment of an administration fee of €50 EURO per person per change, as well as any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the tour start date that changes are made and you should contact us as soon as possible. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with clause 9.

### Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- a. that person is introduced by you and satisfies all the conditions applicable to the tour;
- b. we are notified not less than 7 days before the tour start date;
- c. you pay any outstanding balance payment, an amendment fee of €50 EURO per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- d. the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in clause 9 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

**Important Note: Certain arrangements may not be amended or transferred after they have been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements.**

## 9. If You Cancel Your Booking Before the Tour Start Date

If you or any other member of your party decides to cancel your confirmed booking you must notify us in writing at [sales@italian-adventures.com](mailto:sales@italian-adventures.com). Your notice of cancellation will only take effect when it is received in writing by us at our offices and will be effective from the date on which we receive it.

Should one or more member of a party cancel, it may increase the per person tour price of those still travelling and you will be liable to pay this increase.

Since we incur costs in cancelling your arrangements, you will have to pay the cancellation charges as follows:

Period before tour start date in which you notify us	Cancellation Charge
70 days or more	Deposit only
Between 69 - 37days	50% of tour cost
Between 37 - 22 days	75% of tour cost
Less than 21 days	100% of tour cost

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

**Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.**

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

Any refund owed to you by us will be refunded onto the credit card by which you made payment within 14 days. Where possible, we will deduct the cancellation charge(s) from any monies you have already paid to us.

### **Cancellation by You due to Unavoidable & Extraordinary Circumstances:**

You have the right to cancel your confirmed tour before your tour start date without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your tour destination or its immediate vicinity and significantly affecting the performance of the tour or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

This clause 9 outlines the rights you have if you wish to cancel your booking. Please note that there is no automatic statutory right of cancellation under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (Directive 2011/83/EU).

## 10. If We Change or Cancel

As we plan your tour arrangements many months in advance, we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make a minor change to your tour, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your tour start date but we will have no liability to you. Examples of minor changes include change of accommodation to another of the same or higher standard, changes to transfer providers and vessels, changes to any clothing and footwear supplied

and changes to team building locations, restaurants and trattorias. Please note that suppliers, such as transfer providers and vessels, used in our advertising material may be subject to change.

Occasionally we may have to make a significant change to your confirmed arrangements. Examples of “significant changes” include the following, when made before your tour start date:

- (a) A change of accommodation area for the whole or a significant part of your time away.
- (b) A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- (c) A change of transfer pick-up time or overall length of your arrangements by more than 12 hours.
- (d) A significant change to your itinerary, missing out one or more destination or tour site entirely.

**Important Note:** when you book a sailing tour and where your itinerary is changed (including a change of port, a longer waiting time in the port or change of a sailing route, or change of the overall length of your arrangements by 12 hours or less) due to weather, this will not be considered a “significant change” for the purpose of this clause.

**Cancellation:** We will not cancel your travel arrangements less than 6 weeks before your transfer your tour start date, except for where it is due to *Events Beyond our Control* or failure by you to pay the final balance. We may cancel your tour before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached. Our minimum number of travellers for any trip is six (6). Where we do not reach this minimum number within 20 days of departure, we reserve the right to cancel the trip and refund you in full.

If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before your tour start date, we will offer you the choice of:

- i (for significant changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii if available and where we offer one, accepting an offer of an alternative tour (we will refund any price difference if the alternative is of a lower value).

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

**Insurance** If we cancel or make a significant change and you accept a refund, we will provide a full refund of your travel insurance premiums if you paid them to us and can show that you are unable to transfer or reuse your policy.

**Compensation**

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) if, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- (b) if we cancel your booking and no alternative arrangements are available and/or we do not offer one.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

<b>Period before your tour start date in which we notify you</b>	<b>Amount you will receive from us*</b>
70 days or more	Nil
Between 69 - 37days	€10EUR
Between 37 - 22 days	€20EUR
Less than 21 days	€30EUR

\*IMPORTANT NOTE: We will not pay you compensation in the following circumstances:

- (a) where we make a minor change;
- (b) where we make a significant change or cancel your arrangements more than 42 days (6 weeks) before your tour start date;

- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
- (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
- (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
- (f) where we are forced to cancel or change your arrangements due to Events Beyond our Control (see clause 11).

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

## **11. Events Beyond our Control**

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Events Beyond our Control". For the purposes of these Booking Conditions, Events Beyond our Control means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned' s control.

Brexit Implications: please note that certain travel arrangements may be affected as a result of the United Kingdom's decision to leave the European Union. This could include an unavailability of access to certain ports and airports etc., and more specifically in relation to our tours, access to Italy. Please rest assured that this is something we will continue to monitor and will advise our customers as soon as possible if we become aware of any confirmed bookings that will be affected. However, since this is something which is completely unprecedented and outside our control, we would treat any such changes as Events Beyond our Control, and whilst we will endeavour to provide suitable alternative arrangements or refunds where possible, we will not be liable to pay you any compensation.

## **12. Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, food intolerances, allergies, room location, requirements and preferences, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us. We do not accept bookings that are conditional upon any special request being met.

## **13. Disabilities and Medical Requirements/Problems**

If you are affected by any condition (medical or otherwise) that might affect your or any other guests' enjoyment of the tour, you must advise us about this before the time of booking.

We are not a specialist disabled tour company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your booking, please provide us with full details before you make your booking so that we can try to advise you as to the suitability of your chosen arrangements and/or making the booking. You must also promptly advise us if any medical condition or disability which may affect your holiday develops after your booking

has been confirmed. We may require you to produce a doctor's certificate certifying that you are fit to participate. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

#### **14. Fitness to Participate in the Tour**

Each of our tours, including the Dine-Wine and Pompeii Tour; the From Praxiteles to Caravaggio tour; the Archaeology & Roman baths tour and other tours, include walking activities sometimes on rough terrain or archeological sites and walking in Pompeii and Rome. You must consider the amount of walking, hot and humid conditions and physical activities involved in our tours, alongside your physical fitness, before booking. Once on the tour, we and our guides will act reasonably to determine if your physical fitness is sufficient to participate in the tour. Where your fitness prohibits you from joining in with one or more particular activities, we reserve the right to refuse your participation in the activity and you shall have no right to compensation from us. If you do not have the required level of fitness for the tour generally, we reserve the right to cancel your trip and ask you to leave the tour, in which case we will have no further liability to you.

#### **15. Complaints**

We make every effort to ensure that your tour arrangements run smoothly but if you do have a problem during your tour, please inform the relevant supplier (e.g. your tour guide or transfer provider) immediately who will endeavour to put things right. If your complaint is not resolved locally, please contact [robert.schmits@italian-adventures.com](mailto:robert.schmits@italian-adventures.com).

If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our registered office, ideally within 30 days of the end of your tour, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.

You can access the European Commission Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of registering your complaint with us; it will not determine how your complaint should be resolved. Please Note: the ODR platform is unlikely to be available for use by UK consumers at such a point that the UK ceases to be a member of the European Union.

#### **16. Your Behaviour**

All our customers are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of others.

On the tour it is necessary that you abide by the authority of our guides. If in our opinion or in the opinion of any hotel manager or any other person in authority, your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any other customers or any third party, or damage to property, or to cause a delay or diversion to transportation, we reserve the right to terminate your booking with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other arrangements immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other arrangements will be made and we will not pay any expenses or costs incurred as a result of termination.

You and/or your party may also be required to pay for loss and/or damage caused by your actions, and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party. Full payment for any such damage or losses must be paid directly to the hotel manager or other supplier prior to your tour start date. If you fail to make payment, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions together with all costs we incur in pursuing any claim against you.

We cannot be held responsible for the actions or behavior of other guests or individuals who have no connection with your booking arrangements or with us.

## 17. Our Responsibilities

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an “organiser” under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package tour you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your tour. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
  - (a) the acts and/or omissions of the person affected; or
  - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
  - (c) Events Beyond our Control (as defined in clause 11).
- (3) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
  - (a) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
  - (b) **Claims not falling under (a) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
  - (c) **Claims in respect of international travel by air, sea and rail, or any stay in a hotel:**
    - i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
    - ii) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question.

- (4) It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
  - (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you;
  - (b) relate to any business;
  - (c) indirect or consequential loss of any kind.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (8) Where it is impossible for you to return to your pick-up point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your tour. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your pick-up point.

## **18. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on tour are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

## **19. Insolvency Protection**

We provide full financial protection for our package tours which don't include flights, by way of Tour Operators Insurance with Towergate Underwriting Group Limited, company number: 04043759, of 1 Minster Court, Mincing Lane, London, EC3R 7AA, England, available by email at [tcs@towergate.co.uk](mailto:tcs@towergate.co.uk) or by telephone at 01932 334 140, who's website is [www.towergatechapmanstevens.co.uk](http://www.towergatechapmanstevens.co.uk). Towergate Underwriting Group Limited is authorised and regulated by the Financial Conduct Authority (Registration Number 313250).

If you book arrangements other than a package from us, your monies will not be financially protected. Please ask us for further details.

## **20. Passport, Visa and Immigration Requirements & Health Formalities**

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before your tour start date.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

You should obtain a completed and issued form EHIC prior to your tour start date.

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit <https://www.gov.uk/travelaware>

**Non British passport holders**, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## **21. Conditions of Suppliers**

Many of the services which make up your tour are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

## **22. Prompt Assistance**

If, whilst you are on tour, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

## **23. Delays, Missed Transport Arrangements and other Travel Information**

If you or any member of your party misses your transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us or other transport supplier concerned immediately.

We cannot accept liability for any delay that is due to any of the reasons set out in clause 11 of these Booking Conditions (which includes the behaviour of any passenger(s) on any transport who, for example, fails to arrive on time).

The transport providers and operators shown in our advertising material or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual operator(s) as soon as we become aware of it.

The latest transport and itinerary timings will be shown on your tour pack which will be despatched to you approximately four weeks before your tour start date. If you will not be at your home address 14 days before

the tour start date, you must notify us on booking or, if your circumstances change, as soon as possible thereafter, in order for us to change the delivery address of your tour pack. You should check your tickets and tour pack very carefully immediately on receipt to ensure you have the correct transport times. If transport times change after tickets have been dispatched we will contact you as soon as we can to let you know.

This brochure is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the transfer companies or suppliers mentioned herein or any supplier whose services are used in the course of your travel arrangements.

#### **24. Foreign Office Advice**

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Events Beyond our Control. (See clause 11).