

## BOOKING TERMS AND CONDITIONS

Please take time to read the following terms and conditions carefully as they form the basis of the contract between us.

### 1. CONTRACT

Your booking is made with Anglia Tours Limited whose registered office is Chiltern House, 181 Bristol Avenue, Blackpool, Lancashire FY2 0FP. The company is registered in England and Wales number 4958490. The company is licensed by the Civil Aviation Authority, ATOL 6512 and is a Member of ABTA (Y3463).

A contract will only exist when we have received the required deposits and have acknowledged receipt of your completed booking form. The person signing the booking form accepts the following conditions on behalf of all group members and will be our sole point of contact unless expressly agreed to the contrary. The contract is governed by English law and any dispute will be dealt with under this jurisdiction. You may however choose the law and jurisdiction of Scotland if you wish to do so.

### 2. FINANCIAL PROTECTION

We provide financial protection for our tours. When you buy an ATOL protected flight or flight inclusive tour package from Anglia Tours Limited you will receive an ATOL Certificate, a receipted Invoice and a Confirmation Letter. These list what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. For further information visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

When you buy a package tour that doesn't include a flight, protection is provided by way of a bond held by ABTA (Y3463). We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. For further information about ABTA, the Code of Conduct and the arbitration scheme available to you if you have a complaint, contact ABTA, 30 Park Street, London. SE1 9EQ. Tel: 020 3117 0500 or [www.abta.com](http://www.abta.com)

### 3. PAYMENTS

We will confirm the items included in your tour together with the price in our Offer Letter to you. This will also include a request for initial deposits. Our usual payment schedule per paying person is, as follows:

Type of Tour	Initial Deposit	Second Deposit *	Final Payment due
Day Trip	£25	N/A	8 weeks before departure
2-3 Days	£60	N/A	8 weeks before departure
4 Days +	£80	N/A	8 weeks before departure
Low Cost Air	£150	£60	8 weeks before departure
Scheduled Air	£150	£60	8 weeks before departure

\* Second deposits are due 8 weeks after receipt of initial deposit.

On occasions we may require a higher initial and/or second deposit to meet airline or supplier terms. Your Offer Letter will specify this.

### 4. CANCELLATION

Should a paying person cancel more than 8 weeks before departure, the deposits may be transferred to a replacement person. If this is not possible then deposits due at the date of cancellation will be retained by us. For cancellations made less than 8 weeks before departure, any payments made may be transferred but we reserve the right to charge an amendment fee of £25. If a transfer of payment takes place at any stage, any additional charges made by suppliers will be passed on in full. Please note that in the case of airlines, such additional charges can be very significant. Cancellation will be subject to the following charges per paying person:

More than 56 days before departure	100% of Deposits
56-29 days before departure	60% of Total Price
28-15 days before departure	75% of Total Price
14 days or less before departure	100 % of Total Price

The date of cancellation is calculated on the day of receipt of written advice. If any cancellation brings the number of paying persons below the minimum number required for a particular price, then the price will be adjusted accordingly. Please note that cancellation charges may be covered under the terms of any travel insurance purchased.

### 5. PRICES

Indicative prices are given in our publicity material and on our website. As most tours are specific to each group dependent upon content and numbers participating, firm prices are quoted in our Offer Letter. Prices have been calculated using exchange rates published in the Financial Times on 31 October 2017 i.e. £1= €1.13

Changes in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports and exchange rates mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 30 days of your departure. We will absorb this and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person. If this means that you have to pay an increase of more than 10% of the price of your 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 equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. 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 you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice. Should the price of your tour go down due to the changes mentioned above, by more than 2% of your tour cost, then any refund due will be paid to you. 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.

Any payment made by credit card will attract a 2.5% additional charge until 31 December 2017, thereafter no charge will be made. No additional charge will be required for payment by debit card.

### 6. EXCURSIONS AND ACTIVITIES

We may provide you with information (before departure and/or when you are on tour) about activities and excursions which are available in the area you are visiting. Anglia Tours cannot accept responsibility for any visits or excursions which you book direct and would strongly recommend that, in such cases you always carry out your own risk assessment on arrival.

### 7. CHANGES BY YOU

If you wish to make any changes to your confirmed booking, you must notify us in writing as soon as possible. We will assist wherever possible and practical and reserve the right to charge an amendment fee of £25 per amendment. Any costs imposed by our suppliers will also be charged.

Additions to your group are usually possible at any time up to 8 weeks prior to travel but please check with us first. For any additions made within 8 weeks of departure we may charge an amendment fee of £25 per amendment.

For tours by air, it is the group leader's responsibility to ensure that all names and other details required are given in full and exactly as shown on each group member's passport. This information is often required at an early stage of booking and some airlines will not permit name changes. Most treat name changes as cancellations and charge accordingly and such charges will be passed on to you. Once tickets have been issued, or names submitted to low cost carriers, airlines will normally charge the full cost of a flight if a name is changed.

### 8. CHANGES MADE BY US

Occasionally we have to make changes to the arrangements advised to you. Most changes will be minor and all will be advised at the earliest possible date.

In the unlikely event of it being necessary to alter significantly or cancel your tour, we will offer a suitable alternative if available or 100% refund (within 14 days) if we are unable to offer a comparable alternative. Significant changes include the following: a change of accommodation to that of a lower classification or standard; a change of accommodation to an alternative location; a change of outward departure time or overall length of time you are away of 12 or more hours; a significant change of itinerary. Please note that a change of airport, airline or flight time of less than 12 hours would not normally represent a significant change.

If we have to make a significant change to your tour within 8 weeks of departure, compensation will be paid to each full fare paying person as below:

56 – 29 days	£5 per paying person
28 – 15 days	£10 per paying person
14 days or less	£15 per paying person

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

#### **9. FORCE MAJEURE**

We cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by or you otherwise suffer any damage, loss or expense of any nature whatsoever as a result of 'force majeure'. In these Booking Conditions 'force majeure' means any event which we or the supplier of the service(s) in question could not foresee or avoid even with all due care. Such events may include war, or threat of war, riot, civil strife, actual or threatened terrorist activity, industrial dispute or nuclear disaster, adverse weather conditions, fire and all events of a similar nature outside our control.

#### **10. LIABILITY**

We will only accept responsibility for any personal illness, injury or death which result from the negligent acts or omissions of any servant or agent, or any supplier working on our behalf in the provision of services or facilities to you and whilst acting within the scope of their employment. We will also accept responsibility for those elements of the tour arrangements which are under our direct control and for the acts and/or omissions of our employees, agents, subcontractors and suppliers. We can only be liable for the provision of special requests where we have confirmed their availability in writing beforehand. Please note that we do not accept liability for any air or sea carriers whose individual conditions of carriage apply and are often subject to international agreements. You can request copies of the transport companies' contractual terms or the relevant international conventions from our office. We cannot be held responsible for the loss of enjoyment or additional expenses due to delays or changes in any travel arrangements or other services which are caused by circumstances amounting to 'force majeure'.

Should you or any member of your group suffer illness, injury or death during your tour arising out of an activity which does not form part of the arrangements made by us, we shall give you every help that we can by way of initial assistance including initial legal costs up to a maximum value of £5,000 per booking form. You must request such assistance within 90 days from the date of the incident and, in the event of there being a successful claim for costs against a third party or there being suitable insurance policies in force, the costs incurred by us shall be recoverable from you.

#### **11. COMPLAINTS PROCEDURE**

If you have a problem during your tour please inform your Anglia tour guide immediately and, where there is no tour guide, the relevant supplier of the services in question. If the matter is unable to be resolved to your satisfaction, please contact us at the earliest opportunity at the office during working hours or via our 24 hour duty officer out of hours. It is our experience that most problems can be resolved swiftly once we become aware of them. In the unlikely event that matters remain unresolved, please write to us immediately on your return and we will do our utmost to find a satisfactory solution. Written notice of any claim or dispute must be received by us within 28 days of the date on which the tour ended.

As members of ABTA (membership number Y3463) we can offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute.

If we are unable to resolve your complaint, please go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure.

#### **12. SUPERVISION**

In signing the booking form the group leader also accepts responsibility for the good conduct of all participants during the tour and warrants that at least one responsible adult will be on active duty at all times. This is to ensure that all group members act in a responsible fashion and do not behave in a way likely to cause damage to property, harm to themselves or other people and conform at all times with local laws and customs. As many of our tours visit battlefield areas which are potentially hazardous, it is important to follow all advice provided.

#### **13. FLIGHTS**

In accordance with EU Directive (EC) NO 2111/2005 we are required to bring to your attention a 'Community List' which contains details of air carriers that are subject to an operating ban within the EU. The Community List can be viewed at [www.ec.europa.eu/transport/modes/air/safety/air-ban\\_en](http://www.ec.europa.eu/transport/modes/air/safety/air-ban_en)

In accordance with EU regulations we are required to advise you of the carriers or likely carriers which will operate your flights at the time of

booking. Where we are only able to inform you of the likely carrier(s) at the time of booking we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. The UK departure airport, overseas arrival airport, carrier/airline and flight timings cannot be guaranteed. However, these will be as near as possible to those set out in our confirmation to you.

Under EC Regulation No 261/2004 -The Denied Boarding Regulation 2004, you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flight. Full details of these rights are published at EU airports and are also available from airlines. However, reimbursement in such cases will not automatically entitle you to a refund of your tour cost from us. If your airline does not comply with these rules, please consult the Civil Aviation Authority website and review the section on resolving travel problems which gives details of the claims procedure [www.caa.co.uk/passengers/resolving-travel-problems](http://www.caa.co.uk/passengers/resolving-travel-problems)

#### **14. PASSPORTS AND VISAS**

Your specific passport and visa requirements and any other immigration requirements are your responsibility and you should confirm them with the relevant embassies and consulates. It is vital you check the requirements for any non-British citizens in your group as well as those of British citizens. Also consider countries you will be travelling through en route to/from your destination(s). We do not accept any responsibility if any member of your group is unable to travel due to non-compliance with any passport, visa or immigration requirements.

Current requirements for British citizens for the tours we feature are:

**Collective Passports:** Please check the latest requirements and countries which accept them on [www.direct.gov.uk](http://www.direct.gov.uk) and search for collective passports or contact the Identity and Passport Service.

**Russia:** A visa is required

**USA:** All persons including children must hold their own machine readable passport and complete a visa waiver form which will be provided at the airport. All those travelling under the visa waiver programme must have obtained travel authorisation using the Electronic System for Travel Authorisation (ESTA) at least 72 hours before departure. See <https://esta.cbp.dhs.gov/esta>

#### **15. FOREIGN AND COMMONWEALTH OFFICE (FCO) ADVICE**

Anglia Tours Ltd. is always guided by advice provided by the FCO. You may check the latest travel advice for your destination(s) on [www.fco.gov.uk/knowbeforeyougo](http://www.fco.gov.uk/knowbeforeyougo)

#### **16. HEALTH MATTERS**

Group leaders may wish to refer to the NHS website [www.nhs.uk/livwell/travelhealth](http://www.nhs.uk/livwell/travelhealth) which offers advice for those travelling abroad.

We recommend that all group members travelling within the EU travel with a valid EHIC card. You can apply for a free EHIC card via the above web link or via [www.ehic.org.uk](http://www.ehic.org.uk)

It is the group leader's responsibility to ensure that all group members comply with any health requirements for the countries to be visited, please refer to [www.fitfortravel.nhs.uk](http://www.fitfortravel.nhs.uk)

At present, there are no mandatory health formalities for British Citizens travelling to the destinations that we currently feature in our publicity material, but please bear in mind that requirements may change and may vary for other nationalities.

#### **17. MEDICAL PROBLEMS**

If any member of your group has a medical problem or disability which may affect your arrangements the group leader must give us full details before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. If we reasonably feel unable to properly meet the needs of any person concerned we reserve the right to decline the reservation or cancel their booking should we subsequently become aware of these details.

#### **18. DATA PROTECTION**

Information gathered from you will only be used to ensure your tour arrangements proceed according to plan. They will only be passed on to third parties where required for this purpose or where reasonably requested by competent authorities. It will not be passed to any third party for marketing purposes.

#### **19. INSURANCE**

We include travel insurance so that we can be sure you and your group are adequately covered and that we are well placed to offer any appropriate assistance.

A statement of insurance is available at:

<http://angliatours.co.uk/content/uploads/2017/10/statement-of-insurance.pdf>

The full policy document is available at:

<http://angliatours.co.uk/content/uploads/2017/10/insurance-policy-document.pdf>

It is a condition of booking that all group members are covered by appropriate travel insurance.