

## TERMS AND CONDITIONS

### 1. Contract

Your contract is with The Beyond Tourism Co. 63 Curzon Avenue, Horsham, West Sussex RH12 2LA, referred to as "we" or "us" in this contract. A binding contract is only entered into when we issue a confirmed itinerary and invoice. By contacting us and/or your travel agent to make a booking, you accept that you have the authority to bind all members of your party to these terms and conditions. It is essential that you check the travel details on the confirmation invoice and inform us immediately of any errors.

### 2. Your Financial Protection

When you buy a holiday from us, The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the holiday and ensure that your money is protected in the unlikely event of our insolvency (for all UK citizens, except residents of the Channel Islands and Isle of Man).

The Beyond Tourism Co. is financially protected by the Travel Trust Association (TTA). The TTA is a trade association of travel agents and tour operators. The TTA requires all its members to operate a Trust Account in accordance with the TTA's prescribed procedures. The Trust Account is a special bank account which holds your funds until either we have completely provided the services you have paid for or another body becomes legally responsible for the protection of the funds. An independent Trustee has been appointed who authorises, in conjunction with us, the release of funds from the Trust Account.

Your booking is also covered by a unique 'Travel Protection Plan' providing fidelity insurance on all funds accepted into Trust by a TTA member. If the Trustee, The Beyond Tourism Co. our employees, the TTA or any third party fail to deposit the money in the Trust Account or remove it from the Trust Account improperly the Travel Protection Plan will reimburse the sum paid by the consumer in full.

### 3. Payment For Your Holiday

A deposit of £250 per person or 10% of the total holiday price (whichever is greater) is required at the time of booking. We reserve the right to vary the deposit as necessary e.g some of our suppliers may require a larger amount to secure the booking. The balance is due 60 days prior to departure. If the booking is made less than 60 days before departure, the full amount is due upon booking. If any balance remains unpaid on the date mentioned in your confirmed itinerary, travel documentation will not be issued and we reserve the right to treat your booking as cancelled and apply the cancellation charge set out below. Final travel documents will usually be sent out approximately 2 weeks before departure.

All money paid to a travel agent will be held by the agent on our behalf. Payment must be in the currency of the invoice and you are responsible for any bank charges incurred, particularly on transfers from non-UK bank accounts. In some cases quotations will be based on instant purchase, limited availability non-refundable items and full payment of the non-refundable items must be made at the time of booking. Further details will be given at the time of enquiry.

The table below shows the charges we add for payment by different types of cards. When buying flights through us, please add a further 1.5% if any charge is shown below.

Type of card	Registered in UK/EU	Registered outside UK/EU
Personal Debit	No charge	+1%
Personal Credit	No charge	+1%
American Express	Not accepted	+1%
Business/premium	+1%	+2%

#### **4. Information**

Whilst we make every effort to ensure that the information in our website and other promotional material is as accurate as possible, the information can be published several months before your holiday takes place. We reserve the right to make changes to our website and any information it contains. You will be informed of any material changes before booking. Examples of material changes include, change of internal flight by more than 12 hours, change of destination, change to a lower standard of accommodation than that which was agreed.

The Beyond Tourism Co. is only responsible for information contained within our own publications and websites. We are specifically not responsible for third party information (from tourist boards and hotels for example) contained in any other brochures or websites.

#### **5. Amendment and Cancellation by You**

##### **(A) Amendment**

We will do our best to assist you in altering your arrangements after booking but cannot guarantee this will be possible. If alterations can be made you will be responsible for all extra charges and costs and we reserve the right to charge a £50 administration fee per person plus any applicable charges levied by our suppliers. We also reserve the right to treat any amendment less than 60 days prior to departure as a cancellation and apply the cancellation charges set out below.

##### **(B) Cancellation**

All cancellations must be made in writing by the person who made the booking and are effective on the day we receive it. As we incur substantial costs and losses on a cancellation, we will apply the following cancellation charges:

<b>Number of days prior to departure</b>	<b>Cancellation charge as percentage of total holiday price, when cancellation notice received</b>
Up to 60 days	Forfeit deposit
59-45 Days	70%
44-31 Days	90%
30 Days or less	100%

The penalties are in addition to the non-refundable elements of the booking which have been contracted on your behalf and notified to you. If we are able to recover any of our losses from our suppliers, we will refund those to you subject to a reasonable administration fee. Agents or third party organisations acting on our behalf are unable to amend or change the contract or terms and conditions within it.

#### **6. Amendment and Cancellation by Us**

##### **(A) Amendment**

It is occasionally necessary for us to make changes to advertised products and services and we reserve the right to make such changes. In exceptional circumstances we may have to modify your holiday after booking. In the latter case, if the change is minor we will do our best to notify you in advance but are not obliged to do so and no compensation is payable. If the change is material (for example, a change of an internal flight time by more than 12 hours, change of destination or to a lower standard of accommodation), we will notify you as soon as practically possible and offer you the choice of (i) accepting the alternative arrangements or (ii) arranging an alternative holiday with us or (iii) cancelling your holiday. Whichever option you choose, we will pay you compensation unless the change has been caused by force majeure or low bookings as defined below.

**Days before departure    Compensation per person**

43	Nil
42-29	£40
28-15	£50
14-0	£70

**(B) Changes during the holiday**

If we are unable to provide a significant proportion of your holiday whilst you are away, suitable alternative arrangements will be made for you at no extra cost or, alternatively, you will be returned the start of your itinerary or another mutually agreed point, and given a pro-rata refund for any part of the holiday not received. This does not apply to minor changes in your accommodation, itinerary or transportation.

**(C) Cancellation by us**

Whilst we hope we will never have to cancel your holiday, this does very occasionally happen and we reserve the right to do so. Should it be necessary to cancel your holiday, we will endeavour to offer alternative travel arrangements of equivalent or similar standards, together with a refund of the difference in price if appropriate. Alternatively we will provide a full and prompt refund.

**(D) Force Majeure**

Compensation will not be payable in any cases where an amendment, change or cancellation is due to 'force majeure', being unusual or unforeseeable events or circumstances beyond our control, the consequences of which neither we nor our suppliers could avoid. These include, but are not limited to: war, threat of war, riot, civil disturbance or strife, terrorist activity (actual or threatened), industrial disputes, technical or maintenance problems with transport, machinery or equipment, power failure, natural or nuclear disaster, fire, flood, drought, adverse weather conditions, levels of water in rivers, acts of God, closure of airports, changes of schedules or operational decisions of transport providers.

**(E) Low bookings**

Compensation is not payable if a holiday or tour does not take place because a required minimum number of passengers to enable the holiday or tour to take place has not been reached and you were informed of that requirement at the time of booking.

## **7. Prices**

All prices advertised or quoted are per person based on sharing a twin/double room and are in pounds sterling unless otherwise shown and are subject to change, up or down, until the booking is concluded and you have received your confirmation invoice. After that, we will only increase the price in limited circumstances to reflect increases in transportation costs (including fuel and airfares), dues, government approved taxes (including VAT), both in the UK and overseas, fees chargeable for services (including landing taxes, embarkation and disembarkation and security fees at airports), Government action or exchange rate variation. If the surcharge would increase the cost of your holiday by 10% or more, you may cancel your holiday and receive a full refund. We will absorb, and you will not be charged for, any increase equivalent to up to 2% of the original price of your holiday (excluding insurance premiums and amendment fees). No surcharges will be made within 30 days of departure.

## **8. Flights and Transportation**

The various carriers who provide transport as described in our tours have their own terms and conditions. International and sometimes national travel is subject to international conventions and regulations (such as EU regulations). The carriers' terms and conditions may limit and/or exclude the supplier's liability to you, usually in accordance with applicable international conventions or regulations. Air travel is also subject to the operational decisions of air carriers and of airports, which may result in delays, aircraft being diverted or schedule changes over which we have no control.

Due to the nature of the airline business, on rare occasions flight delays regrettably do happen. In such an event, while we will work with the airline to ensure any delay is as short and comfortable as possible, it remains the airlines responsibility to look after you. Depending on the length and cause of the delay, meals and accommodation and/ or compensation may be available. Whilst we will do our utmost to re-arrange your itinerary to limit any disruption to your holiday, we are not liable to make any payment to you for any effects on travel arrangements resulting from delays or cancellation to your flights. This includes financial losses relating to missed tours, transfers or accommodation as well as compensation for disappointment, distress or inconvenience. It is your responsibility to make sure you have adequate travel insurance to cover any such costs.

Where any claim or part of a claim (including those involving death or personal injury) concerns or is based on any travel arrangements (including the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies, the maximum amount of compensation we will have to pay you will be limited. The most we will have to pay you for that claim or that part of a claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the international convention or regulation which applies to the travel arrangements in question (for example, the Warsaw Convention as amended or unamended and the Montreal Convention for international travel by air and/or for airlines with an operating licence granted by an EU country, the EC Regulation on Air Carrier Liability No. 889/2002 for national and international travel by air).

Please note: where a carrier would not be obliged to make any payment to you under the applicable international convention or regulation in respect of a claim or part of a claim, we similarly are not obliged to make a payment to you for that claim or part of the claim. When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the carrier for the complaint or claim in question.

## **9. Our Responsibilities to You**

We promise to make sure that the holiday arrangements we have agreed to make, perform or provide as applicable as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers).

Please note we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us and we have not agreed to arrange them as part of our contract and any excursion you purchase in resort.

The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care. We do not make any representation or commitment that all services will comply with applicable local laws and regulations and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(i) As set out in these booking conditions, we limit the maximum amount we may have to pay you for any claims you may make against us. Where we are found liable (subject to clause iii below) for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £250 per person affected unless a lower limitation applies to your claim under Clause 8 above. You must ensure you have appropriate travel insurance to protect your personal belongings. For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under Clause 8 above. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(ii) in the case of failure in your holiday arrangements relating to you or any member of your party being killed, injured or becoming ill during or as a result of carriage by aircraft, ship, train or coach as part of the holiday arrangements organised by us, our liability to pay compensation is limited in accordance with the liability of the carrier/service under any international convention which governs such services.

(iii) Our liability to you does not apply if you or any member of your group is at fault; if the failure is the fault of someone else not connected with providing the services which form part of our holiday contract with you; if the failure is due to any unusual or unexpected circumstances beyond our control, which we could not have avoided even if we had used all care possible; if the failure is the result of 'force majeure' as defined in 6(D) above; or the failure is due to any event which we or the supplier of any service could not help, expect or prevent.

(iv) Any acceptance of liability is subject to you agreeing to assign to us your rights against any third party responsible for the events leading to your claim and to you affording us all necessary assistance in pursuing that claim.

In cases where we agree that a refund is due to you, we undertake to process it in a timely and efficient manner. In all such cases, refunds will be made by bank transfer to your nominated account. Unfortunately we cannot process refunds to payment (credit, debit or similar) cards.

## **10. Complaints**

If you have any complaint or problem whilst on holiday you must inform us, our representatives or the supplier as soon as possible to give us the maximum opportunity to rectify it. Any unresolved complaints must be notified to us in writing within 30 days of your return.

## **11. Passports, Visas and Other Essential Documentation**

It is your responsibility to ensure that all necessary passports are machine readable. It is also your responsibility to ensure that all necessary visas, international driving licences, vaccinations and other health documents are in order. All passports must have a validity of at least six months from your scheduled return date to the UK. You will generally need clear/clean pages for visas, as required, to be inserted. You must read all documentation that is supplied to you and ensure that all information contained within is correct. Failure to do so may incur amendment charges which are your responsibility.

Some countries now require additional passenger information (API). We will inform you which countries require this. This information is compulsory and is required by authorities. It is essential that all clients provide the API prior to travelling. Failure to provide this information may result in you being denied boarding for your flight.

In all cases where necessary documentation that is not provided by us is incorrect or insufficient, no refund will be permitted and any additional costs will be borne by the named clients.

## **12. Travel Insurance**

Your holiday package with us does NOT include travel insurance and it is your responsibility to ensure you have adequate insurance cover. In accordance with normal industry practice, we will require you to have adequate travel insurance that provides accident and medical cover before your holiday departs. Such insurance should ideally be valid from the date of booking, be valid throughout the holiday duration and financially cover any probable loss through cancellation, delays, amendment, accident or health-related problems. You should ensure you are covered for all activities you are planning on your trip.

## **13. Meals**

All meals included in the price of your holiday will be mentioned in your confirmed itinerary. All other meals are to be paid by you.

## **14. Special Requests**

Whilst we will endeavour to comply with any special requests such as diet and room requirements, we can only do so on a 'goodwill' basis. As these are usually only provided at the discretion of the relevant supplier, we cannot guarantee availability and cannot be held responsible if they are not provided.

## **15. Excursions and Activities**

We are only responsible for excursions and activities sold by us and which form part of your holiday contract.

## **16. Jurisdiction**

This contract is governed by English Law and is subject to the exclusive jurisdiction of the courts of England and Wales.

## **17. Data Protection Policy**

In order for us to process your booking we need to store and record your information, including data as supplied. This may include transfer of such information outside of the European Economic Area to parties involved in the arrangements of your holiday. Equally, we use such information for updating our mailing lists and from time to time you may receive travel related information from The Beyond Tourism Co. Should you not wish to receive such literature, please advise us in writing by email.

## **18. UK Foreign Office Advice on Overseas Travel**

It is now assumed that British citizens are at risk of terrorism, be it in the UK or when travelling overseas. History has shown us these attacks can either be spontaneous or premeditated. For your guidance we suggest you visit the website of the Foreign Office on: [ww.fco.gov.uk](http://ww.fco.gov.uk) or tel: 0845 850 2829. The website is regularly updated and provides you with country-specific information, including advice on terrorism and general matters on health and safety.

## **19. Registered Office**

The Beyond Tourism Co. LLP. 56 Strathmore Road, Bristol BS7 9QJ. Registered in England and Wales no. OC368933