

EYEWITNESS TOURS TERMS & CONDITIONS (June 2016)

It is our intention to set out clearly and simply the responsibilities which we have to you, our client and which you, in turn, have to us when a contract is made between us. You should therefore read and understand the contents of this document which contains our terms and conditions. When you make a booking, you are confirming that you understand our booking conditions and have accepted them on behalf of yourself and all members of your party.

BOOKING PROCEDURE

First, contact us by telephone us on **01420 475567** (or from outside the United Kingdom **0044 1420 475567**).

If you prefer, please use our online enquiry form on our 'Contact Us' page or on each Tour Page and email it to us. We also have an email address on our 'Contact Us' page.

We will send you a Booking Form to complete your tour booking. This contains all details regarding deposits and final payments. Bookings can only be made using the Booking Form which, once completed, is sent to Eyewitness Tours at *63 Hogmoor Road, Whitehill, Bordon, Hants, GU35 9ES, UK* together with the required deposit (unless paid by Bank Transfer or credit/debit card). We will confirm your booking by way of a confirmation letter and receipt.

Eyewitness Tours will then make all arrangements for your participation in the tour.

1. Terms and Conditions

These conditions form part of the contract. By making a booking you agree to these terms and conditions. After you have discussed all the aspects of the tour with us, you will receive confirmation details of the proposed tour including the price per person. Once all the arrangements for the tour have been made, you will receive notification informing you of those arrangements.

Your (Client) contract is with Eyewitness Tours. A contract will exist as soon as we issue a confirmation receipt in response to receiving your Booking Form and deposit/final payment.

For bookings made within 56 days of travel full payment is due immediately. Any subsequent cancellation or no show by you or a member if your party is subject to the charges in Clauses 8 and 9 below.

In signing the booking form, you accept these conditions (and on behalf of all other persons named on the booking form). This includes party members substituted or added by agreed amendment.

In addition to these Terms & Conditions, Eyewitness Tours may require further payments for some suppliers, such as airlines, who often require full payment in advance. These will be advised to you upon confirmation of your booking.

2. Payment

Your booking must be accompanied by a deposit agreed with us in the quite document or full payment for day excursions, paid either by bank transfer, credit card or cheque to "Eyewitness Tours". The booking will be confirmed and you will receive our Booking Receipt. The date on the Receipt will be the date on which the contract commences. The Receipt will indicate any outstanding balance which must be paid in full at least 56 days before the first day of your tour, or by a date arranged and acknowledged by us in writing. Full information regarding the tour will be sent to you on receipt of the final balance. Final timings and hotel arrangements will be advised with your travel documents which are sent up to 7 days before departure. If the balance is not received by the due date we reserve the right to treat your booking as cancelled by you and retain any deposit and apply the cancellation charges set out in clause 8. We will attempt to send reminders or statements but we are not obliged to do so.

This can be made by:

- Cheque – crossed "Not Negotiable" and made payable to 'Eyewitness Tours'
- Direct bank transfer to 'Eyewitness Tours' Bank Account. (*Bank details available on request*)
- Credit/Debit Card – contact us to make payment

3. The price of your tour: You will have agreed a price for the tour when you booked. This will be an inclusive price, unless otherwise stated, and will contain any extra services/facilities you may have requested. The inclusive price includes:

- all travel from the agreed pick up point(s),
- accommodation in suitable hotels
- most evening meals included in the tour, breakfasts, packed lunches and the refreshments provided on the return journey
- museum entry fees
- guiding charges, tour management and facilitator fees.

Incidental expenses incurred by clients (including extra charges made by the selected accommodation) are NOT included.

In some circumstances beyond our control (e.g. a sudden rise in the exchange rate or a fuel surcharge) the price of the tour may have to be recalculated. In such an event we will absorb the first 2% of any rise in the cost and the maximum increase that you could be asked to pay is 10%. The cost will not be changed within the final 30 days before the start of the tour.

5. Your financial protection: All client payments are protected by the European Package Travel Regulations 1992. All monies for such tours will be paid into a Trustee Account until the tour is completed and monies are only released to the company by

signature of the trustee once the tour is satisfactorily completed.

6. Your alterations: We understand that sometimes you need to make changes to your booking – a name change for example. If you want to change any details of your booking we will always do our best to help. We reserve the right to make an amendment charge of £10 per person as a contribution to our administrative expenses in addition to any charges made by Third Party Providers such as hotels. Clients should be aware that some suppliers might charge a 100% cancellation fee, though this is unusual. If after the final balance has become due you wish to make an alteration, we reserve the right to make the cancellation charges detailed in section 6 below. All amendments must be notified to us in writing (by letter or email) by the person who made the original booking.

7. Special Requests

We will try to arrange any special requests to be met, but cannot guarantee that they will. A supplement may be required. Adding special requests after booking may incur an amendment charge. Special requests notified to Eyewitness Tours either on the booking form or by writing.

8. Cancellation by you: We understand that sometimes you need to make cancel your booking, Should you be forced to cancel your booking you are asked to notify us verbally immediately and subsequently in writing. Any cancellation must be in writing (by letter or email) from the person who made the booking and will only take effect once it has been received at our office. Cancellations will not be accepted unless acknowledged in writing. Deposits will be refunded if notice of cancellation is received in writing (by letter or email) more than 56 days before the start of your tour otherwise the following cancellation penalties will apply:

Cancellation period before departure:	Charge as a proportion of total invoiced cost
57 days or more	Deposit only
28 days to 66 days	30%
14 days to 27 days	45%
7 days to 13 days:	65%
0 days to 6 days	100%

9. Client No-Show(s)

If a client does not show for their scheduled tour for any reason, this is regarded as cancellation within the final 7 days and the fee is 100% of the cost of the tour.

10. Alterations by Eyewitness Tours:

We will endeavour to ensure that none of the elements of your tour has to be changed. However, there will be occasions when such changes have to be made due to

circumstances unforeseen by us and we reserve the right to make any such alterations. You will be made aware of any major changes prior to the tour.

If Eyewitness Tours make a major change, for example a change to a lower grade accommodation, you, the Client, will have the choice of

- a) accepting the changed arrangements
- b) taking an alternative, but different, tour with Eyewitness Tours (if it is more expensive the Client must pay the difference, but if it is cheaper Eyewitness Tours will make an appropriate refund)
- c) cancelling the holiday and receiving a full refund

Where applicable we will pay compensation, per person, as detailed below:

Between 15 and 28 days before the start of your tour	£10.00
Between 0 and 14 days before the start of your tour	£25.00

Any other change, for example change of hotel of similar standards, is considered a minor change. If there is a minor change, Eyewitness Tours will try to inform you, but may not be able to do so before departure. We are not obliged to notify you, nor liable to pay compensation for minor changes.

11. Cancellation by Eyewitness Tours:

- (i) We reserve the right in any circumstance (including failure to reach sufficient numbers for the tour to be viable) to cancel a tour up to 14 days before departure. Eyewitness Tours will make every effort to operate tours with low numbers. We will discuss this with you to identify alternatives to allow your tour to go ahead if possible. In the event that we cancel a tour we will refund you in full (with the exception of events caused by ii below).
- (ii) Force Majeure. We will do all that is possible to protect your interest but regret we will not pay compensation if we have to cancel or change your tour arrangements in any way because of unusual or unforeseeable circumstances beyond our control. These include, for example, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics or unavoidable technical problems with transport.

12. Your travelling conditions:

- (i) We only use reputable companies for our tours, all of whom have to comply with EU and local regulations operating in Europe. You will be subject to the terms & conditions which apply to the individual companies.
- (ii) We accept responsibility for ensuring that the services we contract to provide are supplied to the anticipated satisfactory standard.
- (iii) Tour Information: We always endeavour to give precise, accurate information to telephone enquiries.

However, we cannot accept liability for information given orally to customers unless it is confirmed by us in writing. Please ensure you carefully read your confirmation letter, receipt and invoice, tickets and all other documents we send to you as soon as you receive them. Please contact us if any information appears to be incorrect. We regret that we cannot accept any liability if we are not notified of any inaccuracy in any document within 14 days of us sending them to you. While we will do our best to rectify any changes made outside this time, it is your responsibility to meet any additional costs which may be involved, except in the case of an error made solely by us and where there is good reason for you not contacting us within the specified time.

- (iv) When air travel is included, the tickets will be supplied by an ATOL licensed company.
- (v) Passengers with a Disability: Please note that some people with certain disabilities may have difficulty in getting on and off coaches and that on our tours there is a certain amount of walking involved. Should you suffer from a disability that could affect you or other members of the group, then we must be notified of this in writing. You should also confirm if you require any assistance. We regret that we must reserve the right to refuse a booking if an individual's medical condition or disability may, in our opinion, have an adverse effect on the remainder of the group.
- (vi) The Client is responsible for arriving at stated times and places. Failure may result in the tour leaving without you and we will not make any refunds to clients who we leave behind. Any loss or damage which the Client suffers through failure to do so lies with the Client and Eyewitness Tours has no liability to the Client.
- (vii) The Client is also responsible for ensuring that they and their party are aware of all airline check-in requirements and passenger regulations and Eyewitness Tours accepts no liability for the Clients non-compliance with these rules and regulations. Eyewitness Tours accepts no liability for you or your travel itinerary if you do not comply with all airline, hotel and other third party provider's policies and security requirements.

13. Your insurance and safety:

- (i) It is a condition of booking that all travellers are covered by their own comprehensive insurance (the policy details of which must be submitted to Eyewitness Tours when booking). Your insurance must include cover for cancellation, medical and repatriation

expenses, personal injury, death, cover for loss of baggage, money and valuables, personal liability, delay, curtailment, missed departure and legal expenses. Insurance cover offered by credit card companies or reciprocal medical cover agreements are often not sufficiently comprehensive to cover these things. Your travel insurance should be taken out at time of payment of your deposit. We will need evidence that the policy is in place by time of travel. If you do not take out insurance and provide the requested details we reserve the right to cancel your holiday without compensation. We will not be responsible for any costs that you incur as a consequence of this failure. If you choose to travel with Eyewitness Tours and to NOT be insured, you automatically agree to indemnify Eyewitness Tours against all costs, losses and liabilities which we may incur and which are not our liability under this contract and which would have been avoided had suitable insurance cover been taken by you. It is the responsibility of the client to ensure that s/he does not travel against medical advice. If you suffer from a disability or medical condition you should disclose this to insurers and do not travel against medical advice.

- (ii) Battlefields can be dangerous places. For example, each year several tons of live munitions are unearthed in France and Belgium. All guests on tour are briefed accordingly on safety aspects and walking on battle sites.
- (iii) Whilst we will do everything we can to ensure the safety of our customers, we cannot take responsibility for any injury incurred as a result of failing to heed advice given, or any act of stupidity or wilful act of negligence.
- (iv) At all times those travelling with us should assume responsibility for their actions by either following instructions when under the direction of the guide/tour manager or individually when they are unsupervised.

14. Complaints: Should any aspect of your tour fall short of your expectation, you should notify the guide/tour manager immediately, or contact us without delay, in order that the complaint can be resolved as soon as possible. In the event of your making a formal complaint this must be submitted in writing to the company office within 14 days of the final day of the tour. If you fail to do this our ability to follow up and investigate may be inhibited and this may affect your rights under the contract.

15. Your passport, visa health certificate etc responsibilities: It is your responsibility for ensuring that you have all necessary travel documents (passports, visas etc.) and that they are up to date and valid. While we can provide help and advice, you, the client, are

responsible for checking current requirements before departure. We are not responsible if a client is refused entry at any border on international tours. We will not be liable to make any refund or pay compensation if you or any member of your party is unable to proceed with the holiday as planned because of incorrect or missing personal documents. Eyewitness Tours is not responsible for any charges or fines that might be levied by authorities in the UK or abroad for non-compliance with regulations in the area and any such amounts will be recharged to the individual(s) concerned.

16. Client indemnity: We expect all clients to behave in an appropriate manner and to have consideration for others, including fellow guests, at the sites visited and facilities used. In the event of anyone travelling with us causing offence, danger, damage or distress to others, we reserve the right to terminate that individual's tour arrangements. In that event, we will not be liable for any costs or expenses incurred by them as a result. If the actions of anyone travelling with us causes damage to accommodation in which s/he is staying, or to the vehicle in which s/he is travelling, or causes delay or diversion to any means of transportation, that person agrees to fully indemnify us against any claim (including legal costs of all concerned) made against us by or on behalf of the owners of such accommodation or the operator of such means of transportation or by any third party. In the case of a client death on tour Eyewitness Tours will not be liable for repatriation of the deceased or her/his belongings

17. Consistency: In the event of any inconsistency between these Terms and Conditions and the additional general information given, then these Terms and Conditions will apply. These Terms & Conditions shall be governed by the law of England & Wales in every particular, including formation and interpretation, and shall be deemed to have been made in England.

18. Other Important Information

- (i) Providing clear, correct information is essential when making your booking and it is on this information that our contract with you is based. The person to whom all correspondence, invoices and other instructions are to be sent, should be entered as the first name on the booking form. It is also her or his address and telephone number(s) that should be shown and it must be s/he who accepts these Terms & Conditions. Other names listed on the booking form are required by partner travel companies and hoteliers and thus it is important these be accurate.
- (ii) Baggage; No responsibility is incurred by Eyewitness Tours for loss or damage to baggage or any of the passengers' belongings. There are strict weight

limits with most transport providers. We will notify you before departure of those limits. It is then your responsibility to stick within the limits – and pay the cost of any fines levied by transport providers if your bag is overweight.

- (iii) Please kindly note that, for the safety and well-being of the group, smoking is not permitted on the transport at any time.
- (iv) Unless you inform us in writing, you accept that they may be photographed during the course of the tour. You agree that future Eyewitness Tours advertising or publicity material may include statements made by passengers, or their photographs, and you consent to such use of your comments and/or photographic / video likeness.
- (v) We will not accept responsibility for any client who contravenes any law or regulation of any of the countries visited while on the tour.
- (vi) Our daily guiding fee is the same regardless of whether transport is by hire car, minibus, coach, or our private vehicle; it covers the Guide's time, and all advance organising (which includes tour planning, and the provision of accommodation and transport, of whatever means). If the Guide's private car is used there is thus no contract for driving services; there is just a reimbursement of running costs. This is based on an estimate of miles used on typical trips of the same duration, calculated at 45p per-mile. If a hire car is used there is likewise no contract for driving services, just a reimbursement of the costs of the hire and an estimate of fuel costs.
- (vii) Please see our webpages on Research or Public Speaking for our T&C's for those services.