

ACFEA TOUR CONSULTANTS BOOKING CONDITIONS

14/04/2021

1. YOUR CONTRACT

1.1 Your contract will be with Specialised Travel Ltd (trading as ACFEA Tour Consultants), whose registered office is at Craven House, 40-44 Uxbridge Road, London, W5 2BS, telephone number 020 8799 8360 and email address info@acfea.co.uk, which is a fully bonded member of the Association of British Travel Agents (ABTA) (ABTA number V7795) and appointed by the International Air Transport Association (IATA).

1.2 If you are booking a tour which includes a flight, then you will be financially protected for your tour (as detailed in clause 1.3 below), since we hold an Air Travel Organiser's Licence granted by the Civil Aviation Authority. Our ATOL number is ATOL 2178. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at www.caa.co.uk, the CAA can be contacted at 45-59 Kingsway, London WC2B 6TE.

YOUR FINANCIAL PROTECTION

1.3 We provide financial protection for your tour.

a) When you buy a **flight-based tour** from us, you will receive financial protection for your flight-based tour under our ATOL licence (detailed above), and you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

b) 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.

c) 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 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. You also agree that any such claims may be re-assigned to another body, if that body has paid sums you have claimed under the ATOL scheme.

1.4 Financial protection for **non-flight packages** is provided to you as bonded members of ABTA. When you buy a package tour from us that does not include a flight, then financial protection is provided by way of our ABTA bond (please see www.abta.co.uk, who can be contacted at 30 Park Street, London, SE1 9EQ) as per the Package Travel and Linked Travel Arrangements Regulations 2018.

2. TO MAKE A BOOKING

2.1 When you make a booking, you must sign and return the contract letter (which sets out details of your booking), accepting on your own behalf and on behalf of your group (for whom you have authority to accept) the terms of these Booking Conditions. You will also be required to pay a deposit of the amount notified to you at the time of booking and set out in your contract letter. A

contract will exist when we issue our booking confirmation to you. Your contract with us will consist of these Booking Conditions, the contract letter, our Data Policy (available upon request and on our website at www.acfea.co.uk/about-us/privacy-policy) and the contents of the relevant literature and tour information.

2.2 Your contract with us is governed by English law and the non-exclusive jurisdiction of the English courts. You may however choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so.

2.3 The balance of the price of your tour must be paid by the due dates specified in the contract letter, and as confirmed in your booking confirmation. If the balance is not paid in time, we reserve the right to cancel your tour and retain your deposit. Please be aware that if you make your booking later than 10 weeks prior to departure, then you will be asked to pay the total price of the tour at the time of booking.

2.4 Payments of the price shall be made by you to us by debit or credit card, bank transfer or a cheque drawn on a UK bank account in favour of Specialised Travel Ltd. We make no charge if you pay by cheque, debit card or by electronic transfer. However, should you choose to make payment by commercial credit card, or you are a card holder outside of the EEA, we will make a charge of 2% of the total price of your tour.

3. WHAT IS INCLUDED IN THE PRICE

3.1 We reserve the right to alter the prices shown in the contract letter. The current price of the tour is as notified to you before your contract is confirmed.

3.2 The tour price includes all elements of the tour programme set out in the booking confirmation and may include:

- air travel on scheduled or charter airline(s) specified, including local airport taxes and security charges (which are subject to change);
- accommodation at the hotel(s) detailed in the tour itinerary;
- transfers from airports or local railway stations to hotels by private motor coach;
- hotel service charges and local taxes;
- sightseeing tours, admission charges and guide services as detailed in the tour itinerary;
- concert arrangements as specified;
- services of an ACFEA Tour Consultants courier.

NB: If you have any special requests relating to diet, accommodation and so forth, these must be made known to us. We will do our best to comply with them but cannot guarantee to do so (also see clause 13 below)

3.3 The price of your travel arrangements can vary due to changes in: transportation costs e.g. fuel, scheduled airfares and any other airline surcharges which are part of the contract between airlines (and their agents) and the tour operator; Government action such as increase in VAT or any other government imposed increases; currency in relation to adverse exchange rate variations. In accordance with ABTA's Code of Conduct, in the case of any small variation, an amount equivalent to 2% of the price of your travel arrangements will be absorbed by us. You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 8% of the price of your travel arrangements, you may either accept the changes (in which case you will be required to pay the increased amount) or you may cancel your travel arrangements and receive a full refund of all moneys paid, except for our administration charges in respect of cancelling your booking, in accordance with our commitments to third parties up to the date of such cancellation. Whether you cancel or not you will also be entitled, under the terms set out in

respect of major changes at Clause 5 (Alterations and Cancellation by us) to accept from us an offer of alternative travel arrangements if we are able to do so and any agreed compensation (see below).

3.4 Should the price of your tour go down due to the changes mentioned in Clause 3.3, by more than 2% of your tour cost, then any refund due will be paid to you. 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.

3.5 The price of your tour was calculated based on exchange rates as listed in the Financial Times 'Guide to World Currencies' on the date of your contract

3.6 Please note that in accordance with Air Navigation Orders, in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.

3.7 Where flights for the tour are booked by us, following the date when named individuals within the group are notified to us by you, if changes to those individuals are required and a confirmed flight has already been arranged for them, then we may or may not be able to alter that booking, depending on the terms and conditions of the airline (notified to you at the time of booking). If a flight can be transferred, then such a transfer would need to be accepted by the airline (together with payment in respect of any relevant transfer fees). If a flight cannot be transferred, then the cost of the ticket may not be refundable (depending on the terms and conditions of the airline, notified to you at the time of booking) and we cannot be liable in respect of any such cancellation fees.

3.8 If following receipt of your booking confirmation you wish to add or remove people in your tour group, then we will endeavour to make such additions or changes. Please note that if you wish to add or remove people in your group, then the price per person may change. We cannot be responsible if the additional people to the tour are not located in the same accommodation or if other elements of the tour programme differ for additional people where the same programme could not be reproduced for those additional people.

4. ALTERATIONS AND CANCELLATION BY YOU

4.1 If at any time after confirmation has been issued, you wish to change or modify the arrangements on the tour programme shown, we will do our utmost to make the changes provided that notification is received in writing at our offices from the person who signed the contract letter (i.e. the group leader), or persons authorised to act on behalf of the group. You should be aware that these costs could increase the closer to the departure date that changes are made, and you should contact us as soon as possible.

4.2 You may cancel the tour at any time provided that the cancellation is made by the group leader and is in writing. Cancellation would be for the whole tour group. As certain travel arrangements and bookings cannot be changed after confirmation, cancellation and amendments to a confirmed booking incur administration costs. We will also retain your deposit and in addition may apply cancellation charges as shown in the contract letter, or if no such cancellation details are set out in that letter, as per Clause 4.3 below.

4.3 The period before departure within which written confirmation is received and amount of cancellation charge shown as a percentage of the tour price:

121 days or over	Deposit
120-61 days	50% of tour price
0 days - day of travel	100% of tour price

4.4 No refund will be given after the commencement of travel except at our discretion.

Please note that if the reason for your cancellation is covered under the terms of your insurance policy then you may be able to reclaim these charges.

4.5 You can cancel the tour without paying cancellation charges if the performance of your package or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund. We will observe advice provided by the UK Foreign, Commonwealth & Development Office.

5. ALTERATIONS AND CANCELLATION BY US

5.1 It is possible that we may have to make changes to your tour arrangements (other than the price) as these are planned many months in advance. Occasionally changes may be made, and we reserve the right to do so at any time. Most of these changes are insignificant and we will advise you as early as possible. Flight timings and carriers detailed to you at the time of booking are subject to change as a result of airline procedures, which are beyond our control. Flight timings in our booking confirmation are for guidance only. Actual times will be given on your final itinerary. We are required to advise you of the actual carrier operating the flight, connecting flight (if any) and transfer, which we will do in the final itinerary. Any changes to the actual airline after you have received your final itinerary will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard or higher standard, changes of carriers.

5.2 If a major change becomes necessary and we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your package you will have the rights set out below.

We will inform you as soon as reasonably possible if there is time before departure. You will have the choice of either, accepting the change of arrangements, accepting an offer of available alternative travel arrangements of comparable standard from us (where we offer one, we will refund any price difference if the alternative is of a lower value) or cancelling your tour and receiving a full refund of all monies paid. We will tell you the procedure for making your choice. Please read any notifications of changes carefully and respond promptly as if you do not respond to us within the timescales given your booking may be cancelled.

If you choose to accept a refund, we will:

i) 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.

ii) pay compensation as detailed below except where the significant change is due to avoidable and extraordinary circumstances (as defined below)

5.3 We reserve the right in any circumstances to cancel your tour. For example, if a minimum number of people required for a particular travel arrangement, is not reached, we reserve the right to cancel the tour up to 120 days in advance. In this case we will provide a full refund of all moneys paid. In other circumstances we will not cancel your tour less than 60 days before the scheduled departure date except for reasons of unavoidable or extraordinary circumstances or your failure to pay the final balance.

If your tour is cancelled you can either have a refund of all monies paid or accept alternative travel arrangements of comparable standard from us if we offer one (we will refund any price

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difference if the alternative is of lower value). In the event a refund is paid to you, we will:

i) 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.

ii) pay compensation as detailed below except where the significant change is due to avoidable and extraordinary circumstances

5.4 If it is necessary to cancel your tour (except for reasons of unavoidable and extraordinary circumstances) or make a significant change after the date when payment of the balance becomes due and any significant changes are not acceptable to you, we will assess what payment of compensation to you is appropriate, given the nature of the tour arrangements and how close to the departure date the cancellation occurs. Please note compensation is not payable in the case of minor changes. The compensation offered does not exclude you from claiming more if you are entitled to do so.

'Unavoidable and extraordinary circumstances' means a situation beyond our control, the consequence of which could not have been avoided even if all reasonable measures had been taken, including (for example) but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

6. TRAVEL DELAY

We are unable to accept responsibility for, expenses incurred as a result of travel delay (please see insurance details for cover). For scheduled flights, the individual airline policy will apply.

7. SUPERVISION AND GROUP RESPONSIBILITIES

7.1 The group leader is officially in charge of the group and by signing the contract letter the group leader warrants that it shall, fully supervise the group at all times.

7.2 Where the group includes persons who are under 18 years old, the group leader further warrants that there shall be at least one responsible adult on duty at all times during the tour and that the group leader is responsible for the behaviour of all members of the group at all times. Any member of the group who is under 18 years old shall not be allowed to drink alcohol (unless with specific parental consent) and the group leader is responsible for ensuring that all members of the group comply with this. The group leader confirms that they have made the group aware of how they should behave during the tour before the tour starts.

7.3 The group acknowledges that, if a concert is included as part of the tour programme detailed in the booking confirmation, the group is under an obligation to perform at such concerts detailed. The group leader shall be responsible for ensuring that the group performances are performed by the group. The group leader warrants that all information provided to us for the purposes of the concert performances shall take place and the group leader shall indemnify and keep indemnified ACFEA Tour Consultants against any losses, damages, costs or expenses it may incur as a result of non-performance of the group.

7.4 Please note that the order of events on the tour itinerary is subject to alteration due to local circumstances, unscheduled closures etc. However, every effort will be made to include all elements of the programme during the tour or a suitable alternative which will be notified to you.

8. OUR LIABILITIES TO YOU

8.1 You must inform us without undue delay of any failure to perform or improper performance of the travel services included in the package tour sold to you by us. If any of the travel services included in

your package are not performed in accordance with the contract, or any improperly performed, by us or the travel service suppliers, and this has affected the enjoyment of your travel arrangements, you may be entitled to an appropriate price reduction or compensation, or both. However, we will not be liable where any failure to perform or improper performance of the travel services is due to you or a member of the group; or a third party unconnected with the provision of the travel arrangements and whether the failure is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances (as defined above) beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

8.2 If an element within the itinerary is cancelled due to unavoidable and extraordinary circumstances within one month prior to the departure date, we reserve the right to refund the cost of the fees applicable to that element only, if we receive a refund from the organisers or suppliers.

8.3 We accept responsibility for the negligent acts and/or omissions of our employees, agents or suppliers. Save for liabilities under clause 8.4 below, our liability to you in all cases (except where they lead to death, injury or illness), shall be limited to a maximum of two times the cost of the original travel arrangements.

8.4 Our liability to you will also be limited in accordance with and/or in an identical matter to:

i) the contractual terms of the companies that provide the travel services that make up your tour package. These are incorporated into this booking contract; and

ii) any relevant international conventions (for example, the Montreal Convention for travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Paris Convention for accommodation), which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions.

You can ask for copies of the travel service contractual terms, or the international conventions, from us.

8.5 If you, or any member of your group, suffers death, illness or injury whilst overseas arising out of an activity which does not form part of the inclusive tour or excursion arrangements through us (as per Clause 14 below), we shall at our discretion, offer advice, guidance and assistance to help in resolving any claim you may have against a third party. We limit the cost of our assistance to you or a member of your party to £5,000 in total. Where legal action is contemplated, and you want our assistance you must obtain our authority prior to commencement of proceedings. Our consent will be given subject to you undertaking to assign any costs or benefits received under any relevant insurance policy to ourselves.

8.6 If you, or any member of your group, are prevented from travelling on an aircraft because in the opinion of any person in authority at the airport you or they appear, by reason of intoxicating liquor or use of drugs, either to be unfit for travel or likely to cause discomfort or disturbance to other passengers, our responsibility for your journey, including any return flight thereupon ceases. You must accept responsibility for your proper conduct (and the conduct of those in your group) and we have the right to terminate our contract in circumstances of serious misconduct by you or any member of your group.

8.7 You may have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation, or delay to flights. Full details of these rights will be available

at EU airports and will also be available from airlines. **However, please note that reimbursement in such cases does not automatically entitle you to a refund of the cost of your tour from us.** Your right to a refund and/or compensation from us is set out in Clause 5. If any payments to you are due from us, then if the airline makes payment of these to you then such sum will be deducted from this amount. If your airline does not comply with such rules then you can complain to the Aviation Consumer Advocate Panel on 020 7453 6888 or www.caa.co.uk.

8.8 If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your tour.

NB. This clause does not apply to any separate contracts, that you may, enter in to for excursions or activities whilst on tour.

9. DATA PROTECTION POLICY

In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide to us, such as name, address, contact details and any special needs/dietary requirements, for each member of the group. Please see our Privacy Policy for details of how we collect and process your personal data, and the personal data of those in your group.

<https://www.acfea.co.uk/privacy>

10. PASSPORTS, VISAS AND HEALTH

10.1 You and your group's specific passport, visa and other immigration requirements are your responsibility and we do not accept responsibility for the validity of your passports or visas or for the refusal of visas by the Issuing Authorities. You should therefore confirm these with the relevant authorities. We shall not be liable for any loss, expense, cost, damage, injury, or loss of enjoyment suffered as a result, of such invalidity or loss, including any responsibility if you cannot travel because you have not complied with such requirements.

10.2 British subjects require a passport. We will provide information about visas and health requirements and can also apply for visas on your behalf for a small fee and handling charge. If any member of the group does not hold a valid UK passport, please inform us. Although we can apply for any visa on your behalf, we cannot be held responsible for declined visas and normal cancellation charges in respect of your booking will be levied should this occur.

Higher charges may also be applied to non-British citizens and late applications will be charged accordingly. For further advice visit the FCDO website, <https://www.gov.uk/foreign-travel-advice> visit the ABTA website www.abta.com/gotravel or telephone ABTA on 020 3117 0599

11. PHYSICAL HANDICAPS AND MOBILITY

Should any person in your group suffer from any serious physical handicaps or, experience difficulty, in walking long distances and tire easily, please do bring this to our attention in order that we can provide the necessary assistance at airports and hotels. **Please note that some of the activities on our tours may not be suitable if you have any disability or reduced mobility. In the interest of safety and comfort for the whole group, please all group members should be fit enough to**

participate or alternatively have persons available to assist.

12. COMPLAINTS

12.1 If you have a problem with your tour please inform the relevant supplier and our ACFEA Tour Consultants courier, if applicable, who will endeavour to put things right quickly. If your complaint cannot be resolved locally, we will ask you to make a report in addition to contacting us as soon as practically possible. Please follow this up within 28 days of your return home by writing to us giving your tour name and all other relevant information. Please keep your letter concise and provide all relevant information. If you fail to follow the requirement to report your complaint during your holiday, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

12.2 It is unlikely that you will have a complaint that cannot be settled amicably between us. However, disputes arising out of or in connection with our contract with you which cannot be amicably settled, may (if you so wish) be settled by way of an alternative dispute resolution procedure. We are a member of ABTA. We are also obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's Scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com.

13. SPECIAL REQUESTS

Any special requests made by you are noted and we do our very best to comply with these wherever possible. However, although we do make every effort to meet your requirements, we cannot unfortunately give a guarantee.

14. EXCURSIONS

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

15. SEVERABILITY

If any part of these Booking Conditions is held to be invalid, unreasonable, or unenforceable, such portion(s) shall be deemed as severable from these Booking Conditions and the remainder of these Booking Conditions shall remain in full force and effect and enforceable.

16. TRAVEL INSURANCE

It is a condition of these Booking Conditions and your contract with us that you and all members of your group have comprehensive travel insurance cover.

Your travel insurance should be appropriate for all activities included in your tour, including (but not limited to) taking part in any group activity, concert or other performances, together with insurance of any instruments or equipment that the group are transporting.