

# Booking Conditions

A. Your contract will be with Kipling Tours Limited, a company registered in England under company number 08895572 and whose registered address is Salcombe House, Long Street, Sherborne, Dorset, England, DT9 3BU ("Kipling Tours", "us", "we" or "our").

B. These booking conditions ("Booking Conditions") and our privacy policy [insert link], together with any and all information that we provide to you (including, without limitation, your booking form, tour itinerary and any balance reminders that we may send to you), form your contract with us ("Contract"). You should therefore read these Booking Conditions carefully before completing a booking form and making a booking with us.

C. References to 'you' means the lead name and all persons named on the booking (including anyone who is later added or substituted), or any one of them, as applicable. The first named person on the booking (the 'Lead Name') is responsible for the administration of the tour and warrants that they have the authority to make the booking (and any amendments and/or cancellations) on behalf of all the persons in the booking and shall be liable for:

- (i) The full payment of any deposits, in addition to any outstanding balance;
- (ii) The payment of any amendment fees or cancellation charges;
- (iii) confirming all travelling passenger details to us;
- (iv) the passing on to all group members of any and all relevant information issued by us.

D. The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations. Therefore, you will benefit from all rights applying to packages. Kipling Tours will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, Kipling Tours has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent. More information on key rights under the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/uksi/2018/634/contents/made>.

## 1. Booking and Payment Terms

1.1 By asking us to confirm your booking, you are regarded as having read, understood and agreed to these Booking Conditions. To make a booking you must complete, sign and return a booking form ("the Booking Form") to us, together with your cheque or bank payment in respect of the deposit(s) due.

1.2 The deposit shall be made up of:

- (i) the initial deposit - the amount of which shall be advised to you at the time of booking; and
- (ii) the second deposit of 10% of the total tour price which shall be due 60 days after the initial deposit has been paid; (collectively, "the Deposit").

1.3 Your Contract with us shall be formed when we confirm your booking to you. The confirmation invoice will show the initial deposit you have paid and the dates of when the second deposit and remaining balance is due. The remaining balance will be due ninety days prior to the date that you are scheduled to depart for your trip (the "Departure Date"). In the event that you make a booking with us within ninety days of the Departure Date, the full cost of the trip will be payable at the time of booking.

1.4 If the second deposits and/or the remaining balance are not paid by the dates stated on the confirmation invoice, we reserve the right to cancel your booking. In this event we will retain the Deposits and, where you have not paid the second deposit, you will be liable for the payment of the second deposit to us. We will not be liable for the payment of any compensation to you, in this event.

1.5 We may, at our sole discretion, accept a holding deposit in order to secure an element of your tour (such as the accommodation) prior to you paying the initial deposit to us, subject to you paying the initial deposit and the second deposit by the due dates. In the event that you do not pay the initial deposit by the due date, the holding deposit will be retained and any travel arrangements that we have booked shall be cancelled. We will not be liable for any compensation or refunds in this event.

1.6 If you are resident outside the United Kingdom we reserve the right to add a reasonable administrative charge to cover expenses incurred for overseas communications or correspondence with you. We may also charge other costs or expenses reasonably and necessarily incurred by us in assisting with, or making, the arrangements on your behalf.

## 2. Kipling Tours Price Policy

2.1 We reserve the right to increase or decrease the total price of your tour (the "Tour Price") after we have confirmed your booking, if the Tour Price increases or decreases as a result of:

- (i) the cost of fuel or other power source;
- (ii) the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation/disembarkation fees at ports and airports;
- (iii) exchange rates relevant to your booking.

If the Tour Price decreases as a result of (i) to (iii) above, we will provide you with a price reduction, subject to clause 2.3 below.

2.2 We will not increase the Tour Price within 20 days of your Departure Date.

2.3 We will absorb the first 2% of any price increase, excluding insurance premiums and any amendment charges and, similarly, we will not refund you any price decrease of 2% or lower.

2.4 If the Tour Price increases by more than 8% you have the option of (i) accepting the new Tour Price any paying the increase; or (ii) accepting another tour if we are able to offer one (we will refund the price difference if the alternative is of a lower value); or (iii) cancelling your tour and receiving a full refund of all monies paid (less any amendment charges). Should you decide to cancel you must do so within the time period shown on your final invoice and we will provide a refund of insurance premiums paid to us if you can show that you are unable to transfer or reuse your policy.

2.5 If the price of the tour decreases due to the cost changes set out in 2.1 above, then any refund due will be paid to you, minus our administrative expenses incurred.

2.6 Tours are not always purchased in local currency and some apparent changes have no impact on the price of your tour due to contractual and other protections in place.

## 3. Insurance, Travel Requirements and Documentation

3.1 It is a condition of our Contract with you that all group members are fully insured, from the date of booking and in respect of the Tour itinerary, that shall include, but not be limited to:

- (i) medical treatment/costs and repatriation;
- (ii) cancellation and/or curtailment of the tour;
- (iii) loss or theft of personal effects;
- (iv) hospital benefits;
- (v) personal accident;
- (vi) personal liability;
- (vii) travel delay;
- (viii) emergency rescue;
- (ix) legal expenses;

3.2 You agree to indemnify and hold harmless Kipling Tours, its directors, employees, servants and agents from and against and in respect of any and all liabilities, losses, damages, claims, costs and expenses (including but not limited to action costs and demands and/or claims for indirect and consequential loss) arising out of or in any way connected with your failure to comply with this Clause 3.

## Travel Requirements and Documentation:

3.3 Your specific travel, visa, vaccination, health and other immigration requirements, are your responsibility and you should confirm these with the relevant Embassies and/or Consulates prior to departure. We do not accept responsibility if you cannot travel because you have not complied with any passport, visa, vaccination, health or immigration requirements.

You are also responsible for checking any relevant government websites including, without limitation, <https://www.gov.uk/foreign-travel-advice> and <https://travelhealthpro.org.uk/>. It is your responsibility to check that you have complied with, and take any necessary documentation with you relating to any health matters, such as obtaining any vaccinations, immunisations, pre-departure/flight health checks, any quarantine requirements in destination and any health checks and/or quarantine requirements on your return to the UK.

3.5 From 1 January 2021:

- (i) Your passport will need to be valid for at least 6 months from the day of arrival in your destination;
- (ii) an Airport Transit Visa may be required for travel between the UK and other countries, when transiting via a EU member state;
- (iii) UK citizens will not be able to use the EEA/EU passport/customs channels at EU airports;
- (iv) International driving licences may be required from the post office if an depending on whether a EU member state is being visited (more than one licence may be required). A GB sticker and a physical Green Card will be required if taking your own car to EU member state (allow at least 1 month to obtain Green Card from car insurer).
- (v) a EHIC Card (E111): may no longer be valid. You should ensure that sufficient travel insurance is in place which includes cover for medical treatment and expenses. Medical prescriptions issued in the UK will not be recognised by EU member states. Additional health checks, vaccinations and quarantine requirements may also apply.
- (vi) Credit Card Fees may be applied where a UK citizen buys from a EU member state (using a UK payment service provider).
- (v) UK mobile operators may charge roaming fees on calls made outside of the UK.

## 4. If You Cancel, Transfer or Amend Your Tour

Cancellation:

4.1 If you wish to cancel your tour, your request for cancellation must be given to us in writing by the Lead Name on the booking, in accordance with clause 15.3. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation fees on the scale set out below:

Cancellation more than 90 days before departure - loss of deposit  
Cancellation 60 - 90 days before departure - 60% of the Tour Price  
Cancellation 30 - 59 days before departure - 80% of the Tour Price  
Cancellation less than 30 days before departure - 100% of the Tour Price

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

Transfer:

4.2 You may transfer your tour to another person, who satisfies all the conditions that apply to this booking, by giving us notice in writing as soon as possible and no later than 7 days' before your Departure Date Both you and the new traveller are responsible for paying all costs we incur in making the transfer.

Amend/Change:

4.3 If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking or your travel agent. You will be asked to pay any further cost we incur in making this alteration. 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. Certain travel arrangements may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

## 5. Unused Services

5.1. No refunds can be made for unused services including but not limited to meals, accommodation, theatre visits, museum visits and transportation missed by group members for any reason, once the tour has started.

## 6. Misconduct on Tour

6.1 In the event that you or one of your group members commit acts of misconduct during the tour, you undertake to indemnify and hold harmless Kipling Tours, its directors, employees, servants and agents and all other group members from and against and in respect of any and all liabilities, losses, damages, claims, costs and expenses (including but not limited to actions, costs and demands for loss or damage direct, indirect or consequential) arising out of or in any way connected with the acts of misconduct. Acts of misconduct include: damage caused deliberately or by carelessness to either our property or that of our suppliers; disruptive behaviour; threatening or abusive behaviour; upsetting, annoying or disturbing other hotel guests, our staff, agents or suppliers.

If you or one of your group members are disruptive you may be stopped from boarding your flight, or restricted during your flight. In this event, we will consider your booking as being cancelled by you at that time. If you are disruptive on your tour, you may be also removed from your accommodation and you may have to pay the return costs of your journey home (if before the end of your tour), in which case we will not be liable for the payment of any refunds to you, or the payment of any compensation.

## 7. Kipling Tours Obligations

It is a term of your booking that we are able to make changes to any aspect of your booking.

Minor changes:

7.1 If the change is insignificant, we will ensure that you are notified about it. 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 or higher standard, changes of carriers and changes to the tour itinerary during your tour, due to local factors. In the event that minor changes are made to your tour, we will not be liable for any price reductions or compensation.

Significant changes:

7.2 If we are constrained by circumstances beyond our control to significantly alter any of the main characteristics of the travel services that make up your tour, we will contact you and you will have the choice of (i) accepting the change; (ii) having a refund of all monies paid; or (iii) accept an alternative tour from us, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within

the timescale given your booking may be cancelled.

7.3 If you choose to 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.

#### Cancellations:

7.4 We reserve the right to cancel your booking. We will not cancel less than 60 days before your departure date, except for unavoidable and extraordinary circumstances, or failure by you to pay the final balance, or because the minimum number required for the tour to go ahead has not been reached. Unavoidable and extraordinary circumstances means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. The minimum number required will be provided to you with the tour description, along with the time limit for us to tell you if the tour has to be cancelled.

7.5 If your tour is cancelled you can either (i) have a refund of all monies paid; or (ii) accept an alternative tour of comparable standard from us if we offer one (we will refund any price difference if the alternative is of a lower value).

7.6 In the event a refund is paid to you, we will provide a full refund of your travel insurance premiums if you paid them to us provided that no claim has been made and you can show that you are unable to transfer or reuse your policy.

#### 8. Your Obligations

8.1. You must notify us in writing, prior to the Departure Date, if any member of your group is suffering (or has suffered) from any medical condition or any reduced mobility of whatever nature that could affect their physical condition to the extent that on proper medical grounds or advice the tour may be unsuitable for them.

#### 9. Privacy and Data Protection

9.1 Our privacy policy forms part of our Contract with you (<https://www.kiplingtours.co.uk/privacy/>).

9.2 All personal data provided to us in connection with your booking and the Contract shall be held and processed by us in accordance with the Data Protection Act 2018.

#### 10. Force Majeure

10.1 Except where stated in these Booking Conditions, we regret that we cannot accept liability or pay any compensation where the performance or prompt performance of our contractual obligations under our Contract with you is prevented, or affected by - or you otherwise suffer any damage, loss or expense of any nature - as a result of unavoidable and extraordinary circumstances.

10.2 In these Booking Conditions unavoidable and extraordinary means a situation beyond our control, the consequence of which could not have been avoided even if all reasonable measures had been taken. Such events may include, without limitation: war (whether actual or threatened), riot, civil strife, terrorist activity or its consequences, industrial dispute, natural or nuclear disaster, adverse weather conditions, volcanic eruption, epidemics, pandemics, health risks, fire, flood, unforeseeable technical problems with transport, airport, port or airspace closure restriction or congestion, flight or other travel restrictions imposed by any regulatory authority or other third party, sanctions and any other action or advice from governments in the UK or overseas; the consequences and/or effects of Brexit and all other events situations which are outside of our, or our suppliers' control.

10.4 Very rarely, we may be forced to change or terminate your Tour after the Date of Departure, but before the scheduled end of your Tour, as a result of unavoidable and extraordinary events. In this very unusual situation, we regret we cannot make any refunds (except where we are able to obtain refunds from our suppliers), or pay any compensation, or be responsible for any loss, costs or other expenses incurred by you as a result.

#### 11. Complaints Procedure

11.1 If you have a complaint about your tour you are required to inform our Tour leader without undue delay who will endeavour to put things right.

If it is not resolved locally, please follow this up as soon as possible after your return home, ideally within 28 days by writing to our Customer Services Department at Salcombe House, Long Street, Sherborne, Dorset DT9 3BU giving your booking reference and all other relevant information. Please keep your letter concise and to the point. If you fail to follow the requirement to report your complaint during your tour we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

#### 12. Our Liability to You

12.1 We will take reasonable skill and care to properly perform our contractual obligations to you. We will accept responsibility for death or personal injury caused by negligent acts and/or omissions of ourselves, our employees, agents or suppliers in making, performing or providing, as applicable, your Tour. In such cases, we will pay to you such damages as might have been awarded in such circumstances under English Law subject to the English jurisdiction. Our obligations and those of our suppliers providing any service or facility included in your Tour is to take reasonable skill and care to arrange for the provision of such services and facilities and where we or our supplier is actually providing the service or facility, to provide them with reasonable skill and care.

12.2 You should be aware that standards – including, but not limited to, safety and hygiene - may be lower than you would expect in the UK. The services and facilities provided as part of the Contract we have with you will be deemed to be provided with reasonable skill and care if they comply with the laws and applicable local (in country) standards of the country where the service is delivered and/or where your claim or complaint occurred.

12.3 We will not be liable or responsible for any injury, illness, death, loss, damage, expense, cost or other sum or claim of any nature or description whatsoever which results from;

12.3.1 the act(s) and/or omission(s) of the Participant and/or person(s) affected or any member(s) of their party; and/or;

12.3.2 the act(s) and/or omission(s) of a third party unconnected with the provision of the Tour;

12.3.3 Unavoidable or extraordinary circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised;

12.4 We cannot accept responsibility for any services which do not form part of our Contract with you. This includes, but shall not be limited to, any additional services or facilities which your accommodation or any other supplier agrees to provide for you where we have not agreed to arrange them as part of our Contract.

12.5 Our liability in contract, tort or otherwise arising, except in cases involving death, or personal injury, shall be limited to the total price of the Tour paid by any one individual. This maximum amount will only be payable where it is deemed that your group have not received any benefit at all from your booking.

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

(i) the contractual terms of the parties that provide the transportation for your travel arrangements. These terms are incorporated into this Contract; and

(ii) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed 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 or conditions under which compensation is to be paid that is contained in these or any applicable conventions.

12.6 You can ask for copies of the transport terms or the international conventions from our offices.

12.7 Under European law (Regulation 261/2004) you 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 published at EU airports and will also be available from airlines.

However reimbursement in such cases will not automatically entitle you to a refund of your Tour cost from us. If any payments to you are due from us, any payment made to you by the airline or any other service provider will be deducted from this amount.

12.8 We cannot accept any liability for any damage, claim, loss or expense or other sum(s) of any description which (i) did not result from any breach of our Contract with you or other fault by ourselves or our employees or, where we are responsible for them, our suppliers; (ii) relate to any other business (including any loss of earnings incurred by anyone who is self-employed); (iii) represents the costs of any onward or return travel arrangements, alternative tours/excursions or any onward/return/internal flight arrangements.

#### Covid-19

12.9 Both parties acknowledge the ongoing COVID-19 global crisis and accept our obligations to comply with any official guidance from governments or local authorities, both in the UK and whilst on tour.

12.10 We will have no liability for any refunds, compensation, costs, expenses or other losses of any kind incurred by you (including, where applicable, the cost of medical treatment), in the following circumstances:

(a) If you, or anyone in your Tour, test positive for Covid-19 and have to quarantine for a period of time, or are notified or otherwise become aware that you have, or suspect you may have, come into close contact with someone who has tested positive for Covid-19 (or where they otherwise suspect they may have Covid-19) and have to self-isolate for a period of time.

If this happens within 14 days of your departure date, you must contact us as you may no longer be able to travel. We will offer you the following options where possible and subject to availability:

(i) Postponing your Tour to a later date. We will notify you of any impact on the price the postponement may have (please note that you may have to pay full cancellation charges on some elements of your Tour, such as the flight, as well as any increase in cost imposed by other suppliers);

(ii) If not everyone on the booking is affected, you will have the right to transfer that place on the Tour to another person nominated by you or the Lead Name, subject always to the requirements of clause 4.2;

(iii) Cancelling the Tour, in which case we will impose our standard cancellation charges as at the date of cancellation by you. You may be able to claim these costs back from your travel insurance. If this happens whilst you are on your Tour, please notify us without delay and we will provide such reasonable assistance as we can in the circumstances. However, we will not be responsible for covering the cost of any curtailment of your Tour, missed transport arrangements, additional accommodation required, or other associated costs incurred by you. You must ensure you have travel insurance which covers these costs for you.

(b) You fail any tests, checks or other measures imposed by a supplier, airline, port or airport, border control authority or other government body or local authority or fail to submit for testing or assessment when requested to do so, and as such you are denied entry to board the flight, entry to the destination, access to the services or you are otherwise unable to proceed with the Tour, or that portion of the Tour.

12.11 You also acknowledge that the suppliers providing your Tour, including airlines, hotels and excursion providers, will need to comply with national and/or local guidance and requirements relating to Covid-19, and have implemented certain measures as a result. This will likely include specific requirements regarding personal protective equipment, such as use of face-masks by staff (and you may be required to wear a face-mask as well), social distancing, maximum number restrictions on the use of certain facilities, designated alternative entrance and exit routes, mandatory hand sanitisation, limited entertainment options and limited food/drink availability. We do not expect these measures to have a significant impact on your enjoyment of the Tour and all measures will be taken with the purpose of securing your safety and those around you.

#### 13. Financial Protection

13.1 We hold an ATOL licence number T7576 which provides protection for all your advance payments in the unlikely event of our insolvency. When you book a flight-inclusive tour you will be issued with an ATOL certificate which confirms the financial protection that is provided. We are also members of the Travel Trust Association, membership number Q3780 and all advance payments that you make to us are deposited into a special trust account. For all tours whether flight-inclusive or land-only you will be issued with a certificate which provides fidelity insurance against improper use of funds.

#### 14. Assistance:

If you're in difficulty whilst on Tour and ask us to help we will provide appropriate assistance, in particular by providing information on health services, local authorities and consular assistance; and helping you to find alternative arrangements and any necessary phone calls/emails. You must pay any costs we incur, if the difficulty is your fault.

#### 15. General

15.1 The Contract constitutes the entire agreement

between the parties with respect to the subject matter thereof.

15.2 The Contract may not be amended or varied unless agreed in writing by one of our duly authorised officers.

15.3 Any notice required or permitted to be given by one party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address on the Booking Form as may have been previously notified in writing to the party giving the notice.

15.5 If any provision in these Booking Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other clauses and the remainder of the provision in question shall not be affected.

15.6 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa and words importing any particular gender shall include all other genders.

#### 16. Governing Law and Jurisdiction

16.1 The Contract shall be governed by English.

16.2 The parties hereby submit to the exclusive jurisdiction of the English Courts in relation to any dispute arising out of or in connection with the Contract.