

ARTOURS

TERMS & CONDITIONS

Your Contract is with Art Tours Limited. Please read the following conditions carefully before you make a booking with us.

1) DEFINED TERMS

The following terms shall have the meanings set out below when used in these terms & conditions:

“we”, “our”, “us” - Means Art Tours Limited of 2 Ordnance Mews, London NW8 6PF (registered in England No.6516077).

“Force Majeure” - Means any unusual and/or unforeseeable situations outside our control, the consequences of which could not have been avoided even if all due care had been exercised. These include (but are not limited to) unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of flights by an airline, the alteration of the airline or aircraft type, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic, terrorist activity or significant building work going on outside of your accommodation unknown to us before your departure and of a third party e.g. resort building work.

“Tour” - Means, except where stated, the flights, accommodation, transport and/or all other holiday-related products and services that we are providing you with under this booking that are booked before your departure.

“Major Change” - Includes the following when made before departure:

- (a) a change of resort area for the whole or a major part of your holiday,
- (b) a change of accommodation to that of a lower official classification for the whole or a major part of your holiday,
- (c) a change of UK departure airport (excluding change of London airports),
- (d) a change of outward departure time or overall length of your holiday of twelve or more hours.

“Package” - Means a package as defined in the Package Travel, Package Tours and Package Holidays Regulations 1992.

“Party” - Means, where applicable, any person on whose behalf you book a Tour.

“Quote” - Means the quote for your Tour that we communicate to you by letter/email and which may be updated by us at any time prior to confirmation of booking.

“Regulations” - The Package Travel, Package Tours and Package Holidays Regulations 1992.

2) YOUR TOUR CONTACT

When you make a booking you guarantee that you have the authority to accept and do accept these terms & conditions on your own behalf and on behalf of all members of your Party. **A binding contract will exist as soon as we issue our confirmation invoice.** This contract is governed by English Law, and the jurisdiction of the English Courts. If however you have booked your holiday in Scotland or Northern Ireland any disputes may be dealt with by the under the law and jurisdiction of Scotland or Northern Ireland.

Once you have received your confirmation invoice, it is your responsibility to check that the information and booking details (including the spellings of any names) are correct. In the event of any discrepancy, please contact us immediately.

Please note: all bookings are subject to availability.

3) YOUR TOUR PRICE

The price of your Tour was calculated using the rate of exchange on the date that the cost of the Tour was finalised. We reserve the right to make changes to advertised prices at any time before your booking is confirmed. In the event of a change in our price we will notify you prior to your booking.

Once the price of your chosen Tour has been confirmed and you have received your confirmation invoice, the price of your Tour may only change due to changes in: (a) transportation costs (including the cost of fuel); (b) dues, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and (c) exchange rates. However, there will be no change to the cost of your Tour within 30 days of departure.

If the above price variations mean that the cost of your Tour goes up after you have received your confirmation invoice, we will absorb and you will not be charged for any increase equivalent to up to 2% of the price of your Tour, which excludes any amendment charges. You may be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the price of your Tour, you will be entitled to cancel your Tour and receive a full refund of monies paid, except for any amendment charges and any cancellation charges already incurred. Should you decide to cancel for this reason, you must exercise your right to do so within 7 days from the date printed on the final invoice. Should the price of your Tour go down due to the above mentioned price variations, by more than 2%, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

4) PAYMENT FOR YOUR TOUR

In order to confirm your booking you must pay the deposit indicated in your Quote. The balance (if any) of the cost of your arrangements is due for settlement not later than 8 weeks before departure. If you are booking within 8 weeks of departure, you will be asked to settle the cost of your Tour in full at the time of confirmation. If we do not receive this balance in full and on time, we reserve the right to treat your booking as cancelled by you in which case the cancellation charges set out in clause 7 below will become payable.

Payments should be made by:

- (a) bank transfer to the bank account detailed in your Quote, giving the name of the person who made the booking as reference; or
- (b) cheque, made payable to Art Tours Limited, and sent to the following address along with your completed booking form: Art Tours Ltd, 2 Ordnance Mews, London NW8 6PF. We regret that we cannot accept credit cards.

5) YOUR FINANCIAL PROTECTION

Art Tours Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that at no extra cost to you, in accordance with “The Package Travel, Package Tours Regulations 1992” all passengers booking with Art Tours Ltd are fully insured for the initial deposit and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Art Tours Ltd. This insurance has been arranged by Towergate Chapman Stevens through HCCI International Insurance Company PLC.

In the unlikely event of the insolvency of Art Tours Ltd, you must inform Towergate Chapman Stevens immediately on 01932 334 140 or alternatively in writing to Towergate Chapman Stevens, Towergate House, 22 Wintersells Road, Byfleet, Surrey KT14 7LF. Please ensure you retain your confirmation invoice as evidence of cover and value.

In relation to any flights booked as part of your Tour, we work with Lupus Travel Limited to ensure that all participants receive proper financial protection for flights booked as part of a Tour. Lupus Travel Limited has an ATOL number of 2551 and is a member of ABTA with membership numbers E3558 & V4886.

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6) IF YOU CHANGE YOUR BOOKING

If, after our confirmation invoice has been issued, you want to change any part of your Tour please contact us immediately and we will do all we can to help you, 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. If it is possible to make the change, you will be asked to pay an administration charge of £35 per person and 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. Any changes to dates of travel within 60 days of departure may be treated as a cancellation and result in cancellation charges being applied.

Please note that certain travel arrangements may not be changed after a reservation has been confirmed and any alteration could incur a cancellation charge of up to 100% of that part of the arrangements. In some cases, any changes made may mean you having to pay for the cancelled arrangements and purchasing new ones at full cost.

7) IF YOU CANCEL YOUR TOUR

You, or any member of your Party, may cancel your travel arrangements at any time. If any member of your Party decides to cancel their place on the Tour, the person who made the booking must notify us of the decision as soon as possible by sending written notification by mail. Cancellation will be effective from the date it is received by us. Since we incur costs in cancelling your travel arrangements, you will have to pay the applicable percentage of the total booking price by way of cancellation charges set out below:

Period before departure within which notice of cancellation is received by us in writing	Cancellation charge (% of total booking price)
More than 56 days	Loss of deposit only
56-28 days	50%
27-15 days	75%
14 days or less	100%

Our cancellation charges are a percentage of the total Tour cost, not including amendment charges, which are non-refundable.

Please note that if only some members of your Party cancel, in addition to incurring the applicable cancellation charges we may recalculate the holiday cost for the remaining members of your Party. You may have to pay extra charges such as single room supplements.

If you decide to cut short your holiday and return home early in circumstances where you have no reasonable cause for complaint about the standard of accommodation and/or services provided by us, we may not offer you any refund for the remainder of your holiday not completed or services unused, nor assist with any associated costs you may incur. Depending on your circumstances, your travel insurance may offer cover for curtailment and we suggest that any claim is made directly with them.

We strongly recommend that you take out full travel insurance, which will in most cases include cover, under certain circumstances, against loss of deposit or cancellation fees.

Certain travel arrangements may not be cancelled after they have been confirmed and any cancellation could incur a cancellation charge of up to 100% of that part of the arrangements.

8) IF WE CHANGE OR CANCEL YOUR TOUR

Whilst we shall do our best not to make any significant alteration to your Tour, we reserve the right to make changes to and correct errors in your Tour details both before and after bookings have been confirmed. Most of these changes will be minor and we will advise you of them at the earliest possible date.

We must also reserve the right to cancel your travel arrangements at any time. For example, if the minimum number of clients required for a particular tour is not reached, we may have to cancel it.

If we have to make a Major Change to or cancel your Tour, we will tell you as soon as possible and if there is time to do so before departure we will offer you the choice of the following options:

- (for Major Changes) accepting the changed arrangements; or
- purchasing alternative arrangements from us, of a similar standard to those originally booked if available (if the chosen arrangements are less expensive than your original arrangements, we will refund the difference, but if they are more expensive, we will ask you to pay the difference); or
- cancelling or accepting the cancellation in which case you will receive a prompt and full refund of all monies you have paid to us.

If we have to make a Major Change or cancel within 8 weeks of departure, subject to the exceptions below, we will pay you the following minimum compensation:

Period before departure when major change/cancellation is notified	Compensation payable per adult
More than 56 days	NIL
42-56 days	£20
29-41 days	£30
15-28 days	£40

We will not pay you compensation where:

- we make a Major Change or cancel more than 8 weeks before departure; or
- we are forced to make a change or cancel as a result of Force Majeure; or
- the Tour is cancelled because the number of persons who agree to take it is less than the minimum number required, and you are informed of the cancellation in writing within the period indicated in the description of the Tour.

We will not pay you compensation and the above options will not be available to you if we make a minor change to your Tour or cancel as a result of your failure to make full payment on time. We regret we cannot pay any expenses, costs or losses incurred by you as a result of any such change or cancellation.

Very rarely, we may be forced by Force Majeure to change or terminate your arrangements after departure. If this situation does occur, we regret we will be unable to make any refunds (unless we obtain any from our suppliers), pay you compensation or meet any costs or expenses you incur as a result. If, after your departure, we have to change a significant part of your Tour, we will do our best to make suitable alternative arrangements. If we cannot do so or you refuse to accept the alternative for good reasons, we will arrange for you to be returned to the place of departure, as soon as we reasonably can. In both cases we will, where appropriate, compensate you. Please note that compensation will not be payable if the change is minor or if the change or cancellation is the result of Force Majeure.

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9) FLIGHT DELAYS, CHANGES, INFORMATION & CANCELLATIONS

Flight delays are often inevitable. We are not responsible for flight timings and as of such we will not personally offer compensation for such occurrences. Cover against delays is included in most holiday insurance policies which should be purchased before your departure.

Airlines occasionally may change the type of aircraft used on a particular flight without advance warning. Scheduled and charter flight timings and days of operation are subject to change. We will advise you of any significant change as soon as we ourselves are informed by the airline. Minor timing changes will be shown on the flight tickets, which you should check carefully when received. Any change in the identity of the carrier(s), flight timings, and/or aircraft type will not entitle you to cancel or change to other arrangements without paying our normal charges.

Under EU Regulation 261/2004 you have the 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 holiday cost from us. Your rights to a refund and/or compensation from us are set out in clause 8.

Please note the existence of a 'community list' (available for inspection at http://europa.eu.int/comm/transport/air/safety/flywell_en.htm) detailing air carriers that are subject to an operating ban within the EU Community.

10) YOUR RESPONSIBILITIES

Any passports, visas, health certificates, international driving licences and other travel documents required for your Tour must be obtained by you, and it is your responsibility to ensure that you are in possession of all necessary travel and health documents before departure. We regret we cannot accept liability if you are refused entry onto any transport or into any country due to failure on your part to comply with any passport, visa or immigration requirements. It is your responsibility to ensure that you arrive at stated departure times and places and we cannot accept any liability for any loss or damage which you suffer through failure to do so. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalties being imposed on us, you will be responsible for reimbursing us accordingly. In the event we are asked to reissue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

The Foreign & Commonwealth Advice Unit may have issued information about your holiday destination. You are advised to check this information at www.fco.gov.uk.

11) INSURANCE

It is important that you have insurance cover and that it is adequate for your needs. We cannot be responsible for any costs you incur due to failure to do so. For your own peace of mind the insurance should cover you if you have cancelled your arrangements, or for any emergencies that may arise whilst on holiday. Please check your policy and take it on holiday with you. For those who participate in sports and activities whilst on holiday that have been organised and arranged independently of us, it should be understood that participation is at the individual's own risk and it is your responsibility to obtain the relevant insurance. It is a condition of the contract, and by making a booking with us you are confirming, that you and all members of your Party have adequate travel insurance in force for the entire duration of your Tour.

12) BEHAVIOUR

You are responsible for the proper behaviour of yourself and your Party on your Tour. If we or any other person in authority is of the reasonable opinion that you or any member of your Party is behaving in such a way as to cause or be likely to cause danger or upset to any other person or damage to property, we reserve reasonable discretion to refuse your booking or to remove you or a member of your Party from the Tour. No refund or payment of any expenses or costs incurred by you will be made under these circumstances. You will be responsible for making full payment for any damage or loss caused by you or any member of your Party during your time away. Payment must be made direct at the time to the service supplier concerned, failing which you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

13) IF YOU HAVE A COMPLAINT

Should you have a problem or complaint at any time during your Tour, you must report it immediately to the supplier(s) of the service(s) in question and our representative (if applicable). You must give us every possibility to reasonably rectify the situation. Most problems or complaints can be resolved while you are away, however if you remain dissatisfied, you must write to us within a reasonable period of time (we would suggest 28 days) of your return to the UK giving full details of your complaint.

Please send letters to:
Art Tours Limited
2 Ordnance Mews
London NW8 6PF

If you fail to follow this procedure we will have been deprived of the opportunity to investigate and rectify your complaint and may impact the way that your complaint is dealt with.

14) OUR LIABILITY TO YOU

(1) We promise to make sure that the holiday arrangements we have agreed to make, perform or provide (as applicable) will be made, performed or provided with reasonable skill and care. This means that, subject to these terms & 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 your contracted holiday arrangements. Further, we will 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 or carrying out work we had asked them to do.

(2) We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:

- (a) the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party; or
- (b) the act(s) and/or omission(s) of a third party not connected with the provision of your holiday arrangements and which were unforeseeable or unavoidable or
- (c) 'Force Majeure' as defined above (which includes any disruption to your holiday due to bad or unusual weather conditions).

(3) Except as specifically set out in these terms & conditions, we will not accept any further or different liability than imposed by the Package Travel, Package Tours and Package Holidays Regulations 1992. It is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us.

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(4) The services and facilities included in your Tour will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply, or, if there are no applicable local regulations, if they are reasonable when compared to the local standards in practice.

(5) We cannot accept responsibility for services or facilities which do not form part of our agreement, for example any excursion you book whilst away, or any additional service or facility 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.

(6) As set out in these terms & conditions, we limit the maximum amount we may have to pay you for certain claims you may make against us. Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount payable for the claim in question is £50 per person affected unless a lower limitation applies to your claim under this clause. For all other claims which do not involve death or personal injury, the maximum amount we will have to pay you if we are found liable to you on any basis is up to three times the price (excluding amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your holiday.

(7) 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, rail or road carrier or any stay in a hotel, 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 or hotel concerned would have to pay under the international convention or regulation which applies to the travel arrangements or hotel stay in question (for example, the Warsaw Convention as amended 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, the Athens Convention for international travel by sea). Where a carrier or hotel 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 will not be 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 transport provider or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(8) All carriage (by land, sea and air) is subject to the terms and conditions of carriage of the actual carrier, which may limit or exclude liability. These are expressly incorporated into these terms & conditions and they also form the terms and conditions of a separate contract between you and the particular carrier, as contained in that carrier's ticket. Copies of these terms and conditions are available from us on request.

15) DATA PROTECTION

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements, we need to use the personal information you provide us, such as name, address, any special needs, medical, health, dietary or mobility requirements. We may pass on personal information to other relevant suppliers of your travel arrangements such as hotels, airlines and transport companies. Your personal information may also be provided to credit and debit card companies, security and/or credit checking companies, government and enforcement agencies, public authorities such as customs and immigration, if required by them, or as required by law. This may involve sending your personal information between different countries, including countries outside the European Economic Area, where controls on data protection may not be as strong as the legal requirements in the UK. If we cannot pass on your personal information to the relevant suppliers, we cannot properly effect your booking.

16) SPECIAL REQUESTS AND MEDICAL PROBLEMS

If you have a special request for a facility or service e.g. adjoining rooms, airline seat requests or special meal types on flights, we shall pass this request on to the relevant supplier but we cannot guarantee that it will be met and we shall have no liability to you if it is not. We cannot accept any booking that is conditional upon special requests being met and must emphasise that verbal confirmations of special requests cannot be taken as a guarantee that they will be met. Failure to meet any special request will not be a breach of contract on our part unless the request has been specifically confirmed by us.

We are happy to advise and assist you in choosing a suitable Tour. As some of the accommodation and resorts offered may lack even the simplest facilities, such as ramps for wheelchairs, lifts etc, it is important that, when booking, you advise us of any disabilities and special requirements to make sure the Tour meets your specific needs. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm the booking or, if full details are not given at the time of booking, we may cancel your Tour when we become aware of these details. Any cancellation charge incurred by our suppliers will be passed on to you.

17) MISCELLANEOUS

- (a) A person who is not a party to these terms & conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (but this does not affect any rights which are available apart from under that Act).
- (b) These terms & conditions, together with our Quote, confirmation invoice and any payment method instructions, constitute the entire agreement between you and us and supersede all previous agreements in respect of your Tour.
- (c) If any provision or term of these terms & conditions is declared illegal, invalid or unenforceable for any reason, that term or provision shall be deleted from these terms & conditions and the validity and enforceability of the other provisions of these terms & conditions shall not be affected.
- (d) Except as otherwise provided in these terms & conditions, these terms & conditions are personal to you and you may not assign, transfer or subcontract any obligations or benefits under them without our prior written consent.
- (e) No addition to or modification of these terms & conditions shall be binding unless agreed in writing by both you and us.