

BOOKING TERMS AND CONDITIONS

Jon Baines Tours Ltd arrange all of the study tour featured in the attached brochure. The booking terms and conditions show the commitment that you and we enter into as part of your booking. These conditions, with all the other information in this brochure, form the basis of the contract between us. Please read them carefully.

PAYMENT

You may pay for your holiday by bank transfer or credit card.

A deposit of £350 is paid to secure your reservation.

The first 50% of the balance is payable 90 days prior to departure.

The remaining 50% of the balance is payable 60 days prior to departure.

We will outline payment dates on the booking confirmation sent out after the deposit is received. We will not send out any reminders in relation to payment.

Failure to pay the balance by the specified time can result in the cancellation of your holiday, and we may charge you the relevant cancellation charge as set out in Clause 3 below.

A contract will come into force between us at the time we send out our confirmation invoice, and until then we shall be under no liability to you whatsoever. If we are unable to accept your booking we shall return your deposit within seven days. Jon Baines Tours reserves the right to not carry any person who, in its opinion, is unfit to travel.

FINANCIAL PROTECTION

An ATOL and TOPP logo guarantee that your money is safe



When you buy an ATOL protected flight or flight inclusive holiday from us 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.

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 (or your credit card issuer where applicable)."

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 or 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 (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

TOTAL PAYMENT PROTECTION (TOPP) POLICY COVER:



In compliance with the UK Package Travel, Package Holidays and Package Tours

Regulations 1992 an insurance policy has been arranged with Travel & General Insurance Services Limited (t&g), to protect customers' prepayments in the unlikely event of our financial failure and paid in respect of

- i. non-flight inclusive packages commencing and returning to the UK
- ii. the ground handling aspects of packages where the customer is responsible for arranging travel to the destination offered in this brochure/literature/document/on this website (subject to the terms of the insurance policy), for:
- iii. a refund of such prepayments if customers have not yet travelled, or
- iv. making arrangements to enable the holiday to continue if customers have already travelled,

Customers' prepayments are protected by a topp policy.

In the unlikely event of financial failure please contact the claims helpline on 0870 0137 965. A copy of the policy is available on request.

This policy is provided by Travel & General Insurance Services Limited (t&g), registered number 02527363 and underwritten by Hiscox Insurance Company Limited (Hiscox), registered number 00070234. t&g and Hiscox are authorised and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (number 113849).

ALTERATIONS AND CANCELLATIONS BY YOU - PLEASE READ CAREFULLY

If you wish to make any change to your holidays arrangements, we will do our best to accommodate you. Any change is subject to availability, and there may be an additional cost, imposed by our suppliers. You should note that airlines in particular may treat a change to a booking as a cancellation and new booking, and can therefore charge a 100% cancellation fee. Please note that, particularly after payment of the final balance, it may be difficult to amend your booking.

Should you wish to cancel your holidays, you may do so by writing to us, but no cancellation will be effective until such written notice is received by us. Written notice will include notice by letter, email or facsimile. If you cancel, you will be liable to pay the following cancellation charges: More than 61 days Deposit Only
60 - 31 days inclusive 50%
31 days inclusive 100%

TRANSFER OF BOOKINGS

You may change your booking up to 60 days before departure by transferring it to another person if you are unavoidably prevented from travelling, and the transferee meets any conditions which may apply to the booking. There may be an administration fee for transferring a booking depending upon the circumstances e.g. issuing a new visa.

TRANSPORT DELAYS

We have no control over the flight times and other transport departs and therefore cannot guarantee that flights or any other transport will depart at the time specified. In the event of any delay, we are under no liability to you whatsoever to provide appropriate meals etc. Although we will use our best endeavours to arrange for the air carrier or other transport provider to do so, we will not make any such provision. Our tour leader will ensure to the best of their ability that you are made comfortable.

CHANGES BY US

We reserve the right to make changes to your holiday arrangements after we have confirmed your booking, and if we do so, we will use our best endeavours to inform you before departure and make suitable alternative arrangements.

If we do have to make major changes to your holiday arrangements such as a change of UK departure airport (not including between airports in London), change to a lower category of hotel or departure date, it will only be because we are forced to do so by circumstances beyond our control. In such an unlikely event we will inform you immediately and our objective will be to minimise your inconvenience. We will wherever possible offer you alternative arrangements as close as possible to your original choice. They may be of superior value, at our expense of course or of similar value. In the unlikely event that they are of inferior value (e.g. if only a lower grade hotel is available) we will refund the difference in the holiday price.

You will then have the choice of accepting, taking another available holiday of similar price or cancelling. Should you choose to cancel no compensation will be payable and

you will be reimbursed all the monies paid to us.

Clearly such refunds do not apply to changes caused by reason of civil strife, riots, war, threat of war, natural disaster, tour leader illness, industrial action, technical problems affecting transport, terrorist activity, closure of airports or similar events beyond our control.

There is a required minimum of participants travelling on our tours. Should the number of participants fall below this number Jon Baines Tours may be forced into the cancellation of the tour and notification will be made 28 days prior to the date the tour is due to commence.

PRICE VARIATION

The costs of the tour are based on known costs and exchange rates prevailing at the time. We reserve the right to vary the price of your holiday in relation to changes in exchange rates, transportation costs, including the cost of fuel, dues, taxes or fees. We will not vary the price of your holiday less than 30 days before your departure date, but if variations occur before that time, we will absorb or retain an amount up to the first 2% of your invoiced holiday cost. For variations greater than 2%, we will forward an amended invoice detailing the changes.

If we impose a surcharge which means paying more than 10% of your holiday price, you will be entitled to cancel your holiday with a full refund of all monies paid to us. Should you decide to cancel because of this, you must exercise your right to do so within 14 days of the date of our surcharge invoice.

OUR RESPONSIBILITIES

- i. Our obligations, and those of our suppliers providing any service or facility included in your holiday, are to take reasonable skill and care to arrange for the provision of such services and facilities. You must show that reasonable skill and care has not been used if you wish to make any claim. Sometimes these standards will be lower than those which would be expected to be found in the UK. The services and facilities included in your holiday will be deemed to be provided with reasonable skill and care if they comply with any local regulations which apply (such as, for example, those of the Civil Aviation Authority), or, if there are no applicable local regulations, if they are reasonable when compared to the local standards and customs.
- ii. Any flights forming part of the tour arrangements will be subject to the conditions of carriage of the airline concerned. These conditions in most cases limit the airline's liability to the customer in accordance with international law.

- iii. We do not accept responsibility for death or bodily injury to our clients unless proven by the negligent acts or omissions of our Employees, Agents, Suppliers, or sub contractors while acting within the scope of or in the course of their employment other than any services performed by air and sea carriers. Any such negligence must be proven under English Law in an English Court for any part of the arrangements for your tour as described in the brochure or any excursions arranged by us. It is a condition of the above that you inform us immediately on your return from the tour of any claim for Personal Injury.
- iv. If any part of the arrangements booked with us is not provided in the advertised manner we will pay you appropriate compensation if this has affected your travel arrangements. We cannot accept responsibility for war, riots, terrorist activity, government intervention, civil strife, tour leader illness, industrial disputes, natural disasters, disease, mechanical or constructional difficulties or technical transport problems and changes due to reasons beyond our control.
- v. Other than as set out above, and as is detailed elsewhere in these booking conditions, we shall have no legal liability whatsoever to you for any loss, damage, personal injury or death which you suffer arising directly or indirectly from any aspect of your holiday.
- vi. Tour members must have valid passports and visas. In the unlikely event that a tour member is refused entry into a country, Jon Baines Tours will not accept any liability for any losses incurred and our normal scale of cancellation charges will apply. Cancellation will be deemed to have taken place on the date on which we learn of the refusal of visa or permission to enter. Jon Baines Tours Limited accepts no responsibility whatsoever for difficulties arising from incorrect personal documentation e.g. passports.
- vii. We cannot be liable for any medical expenses incurred by you or any loss or additional costs incurred as a result of sickness and injury. You may be covered against such circumstances on your insurance policy.
- viii. We cannot be held responsible for any loss or damage to baggage, personal effects, money or documents.

SPECIAL REQUESTS

If you have any special requests, you should inform us of such requests. We will advise the relevant supplier of any such requests but we cannot guarantee that they will be met. Furthermore, we have no liability to you if such requests are not met.

HEALTH

We issue advice on health and inoculations on our detailed pre-departure notes, which you will receive in good time before departure. We also strongly recommend that our clients consult their doctor for advice on immunisation.

COMPLAINTS

If you are in any way dissatisfied with any aspect of your holiday, you must notify our local representative or tour leader as soon as possible and subsequently in writing within 30 days of your return. If you do not give us such notice of complaints we cannot accept any responsibility for that matter.

BEHAVIOUR

We reserve the right at our absolute discretion to terminate your holiday if your behaviour is likely, in our opinion or that of our employees or suppliers, to cause distress, damage, annoyance or danger to our employees or to any third party, or their property. If you are prevented from travelling on an aeroplane because in the opinion of any person in authority at the airport, you appear for whatever reason unfit to travel, we have no further responsibility for your journey or your holiday, including any return flight. We will impose full cancellation charges and will not give any refunds. Furthermore, we will be under no obligation whatsoever to pay you compensation or cover any costs you may incur as a result of having to make alternative arrangements.

INSURANCE

You are required to have travel insurance to travel on a Jon Baines Tour. Although we do not issue insurance we are happy to offer advice.

DATA PROTECTION

We will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers that might be located outside the UK to enable the operation of the services requested by you. If you make special requests, which include, but are not limited to, special dietary, religious, or disability related requirements which constitute sensitive information, the relevant data will also be passed to the relevant suppliers and carriers to enable provision of the services requested by you.

THIS AGREEMENT SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF ENGLAND.

