



## Terms and Conditions 2020.1

### YOUR CONTRACT IS WITH TANGNEY TOURS LTD.

The booking conditions, information and terms in this literature form the basis of our contract with you, the consumer. In these booking conditions, "you" and "your" means all persons named on the booking, or any of them, as applicable (including anyone who is added or substituted at a later date). "We", "us" and "our" means Tangney Tours Ltd. "Party leader" means the person who makes the booking.

### OUR TOUR PRICES

We offer our tours at realistic prices, which include all the facilities necessary for you to complete your journey in comfort and without the need to pay extra costs (except where stated). The choice of hotel accommodation is crucial to the enjoyment of any tour. Our choice of hotels is based on years of experience and a commitment to fulfil our responsibility to our clients in this vital aspect of a tour.

The published prices are fully inclusive of transportation (except where shown otherwise), known taxes at the time of booking, guiding and other items confirmed at the time of booking and are priced on a realistic exchange rate at the time of going to press.

We invite you to consult us about any aspect of our tour programme and to compare our offer with those of other operators.

### TO MAKE A BOOKING

To make a booking we require a deposit (as per the details listed on the booking form). To this add your insurance premium (where insurance is required) and return with completed booking form.

### CONFIRMATION

Our confirmation of a booking is the invoice sent to the party leader or your travel agent showing what is booked on your behalf. Please check your confirmation invoice, ticket and anything else you receive in relation to your booking as soon as you receive it. Contact us immediately if any information appears to be incorrect or incomplete as it may not be possible to make changes later. We regret that we cannot accept any liability if we are not notified of any inaccuracy (for which we are responsible) in any document within 14 days of it being sent to the party leader or your travel agent. We will endeavour to rectify any inaccuracies not notified to us outside this time limit but you will be required to meet any costs involved in doing so.

### PAYMENT

Once you have received your confirmation of booking, the balance of payment due must be sent to us ten weeks prior to departure. If a booking is made within ten weeks of departure, full payment must be made on receipt by the party leader of the confirmation invoice. This date is shown on the confirmation invoice. Reminders are not sent. If we do not receive all payments due (including any surcharge where applicable) in full and on time, we are entitled to assume that you wish to cancel your booking. In this case, we will be entitled to keep all deposits paid or due at that date. If we do not cancel straight away because you have promised to make payment, you must pay the cancellation charges shown under "Cancellation By You" below depending on the date we reasonably treat your booking as cancelled.

The party leader (who must be at least 18) is responsible for all those named on the booking and for making all payments due to us. All correspondence will be sent to the party leader at the address on the booking form or to your travel agent.

### YOUR CONTRACT

A binding contract between us comes into existence when we despatch our confirmation invoice to the party leader or your travel agent. We both agree that English Law (and no other) will apply to your contract and to any dispute, claim or other matter of any description which arises between us (except as set out below). We both also agree that any dispute, claim or other matter of any description (and whether or not involving any personal injury) arising between us which cannot be settled directly or through the AITO dispute settlement service (see below) must be dealt with by the Courts of England and Wales only unless you live in Scotland or Northern Ireland. In this case, proceedings must either be brought in the Courts of your home country or those of England and Wales. If proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and any dispute, claim or other matter of any description which arises between us governed by the law of

Scotland/Northern Ireland as applicable (but if you do not so choose, English law will apply).

### SPECIAL REQUESTS AND MEDICAL CONDITIONS / DISABILITIES

If you have any special request, you must advise us at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. Failure to meet any special request will not be a breach of contract on our part. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your confirmation invoice or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed, all special requests are subject to availability. For your own protection, you should obtain confirmation in writing that a special request will be complied (where it is possible to give this) where it is important to you.

We regret we cannot accept any conditional bookings, i.e. any booking which is specified to be conditional on the fulfilment of a particular request. All such bookings will be treated as "standard" bookings subject to the above provisions on special requests.

If you have any medical condition or disability which may affect your tour or have any special requirements as a result of any medical condition or disability (including any which affect the booking process), please tell us before you confirm your booking so that we can assist you in considering the suitability of the arrangements and/or making the booking. In any event, you must give us full details in writing at the time of booking and whenever any change in the condition or disability occurs. You must also promptly advise us if any medical condition or disability which may affect your tour develops after your booking has been confirmed.

### INSURANCE

We consider adequate travel insurance to be essential. Details of the policy we offer are shown in our brochure. Please read your policy details carefully and take them with you on holiday. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We do not check alternative insurance policies.

### FINANCIAL SECURITY

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 1220). When you buy an ATOL protected air inclusive holiday or flights from us you will receive a confirmation invoice from us or via our authorised agent confirming your arrangements and your protection under our ATOL. In the unlikely event of our insolvency the CAA will ensure that you are not left stranded abroad and will arrange to refund any money you have paid to us for an advance booking. Please note: Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme.

"The air inclusive holidays and flights we arrange are ATOL protected providing either the person who pays for the booking is present in the UK when the booking is made or the first leg of any flight(s) we arrange for you commences in the UK.

For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk)

For overland tours, we are bonded members of AITO, the Association of Independent Tour Operators, an organisation committed to uphold standards of quality. Our bonding arrangement with AITO means your money will be refunded or you will be brought back to the UK if already abroad in the unlikely event of our being unable to provide your tour due to our insolvency.

### FINANCIAL SAFEGUARD

Any money paid to an authorised travel agent in respect of a tour with Tangney Tours is at all times held on our behalf until paid to us.

### HEALTH

There are no compulsory vaccinations necessary to visit the countries we feature in our brochure. Advice on vaccinations and medication is contained in a booklet "Health advice for travellers" published by the Department of Health. This can be obtained from the Department of Health by telephone on 0870 1555455 or via its website [www.dh.gov.uk](http://www.dh.gov.uk) and from most Post Offices. For holidays in the EU / EEA you should obtain an EHIC (European Health Insurance Card) prior to departure from the Department of Health (see above booklet and the website [www.dh.gov.uk](http://www.dh.gov.uk)). Health recommendations may change and you must check the up to date position in good time before departure.

If you are undergoing medical treatment you must obtain written permission to travel from your doctor. Any certificates you may have should be taken with you along with your medication and should be carried in your hand luggage.

### PASSPORTS AND VISAS

British citizens require a British passport but and visas where indicated. Requirements may change and you must check the up to date position in good time before departure. A full British passport presently takes approximately 2 to 6 weeks to obtain. If you are 16 or over and haven't yet got a passport, you should apply for one at least 6 weeks before your tour. The UK Passport Service has to confirm your identity before issuing your first passport and will ask you to attend an interview in order to do this. If you are not a British citizen or hold a non British passport, you must check passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. It is the party leader's responsibility to ensure that all members of the party are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport or into any country due to failure on your part to carry all required documentation. If failure to have any necessary travel or other documents results in fines, surcharges or other financial penalty being imposed on us, you will be responsible for reimbursing us accordingly.

### FOREIGN OFFICE ADVICE

The Foreign and Commonwealth Office publishes regularly updated travel information on its website [www.fc.gov.uk/knowbeforeyougo](http://www.fc.gov.uk/knowbeforeyougo) which you are recommended to consult before booking and in good time before departure.

### CHANGES TO PROGRAMME

We reserve the right to make changes to the tour programmes and conditions in our brochure before we enter into our contract with you. Any significant change made to a tour programme itinerary, or conditions, will be advised to you at the time of booking or as soon as practically possible after we become aware of any change.

Most changes are minor. Occasionally, we have to make a "significant change". Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower standard (taking account of the local star rating and our price categories) for the whole or a major part of the time you are away, a change of outward departure time of 12 or more hours, a change of UK departure point to one which is significantly more inconvenient for you (except as between London airports Heathrow, Gatwick, Stansted and Luton) and a significant change of itinerary missing out one or more major destination substantially or altogether.

We undertake not to cancel your tour once you have received your confirmation invoice from us unless (1) the minimum number of persons enrolled on a tour by 28 days before departure is not sufficient for us to operate it or (2) we have to do so as a result of force majeure (see below).

If we have to make a significant change or cancel, we will tell you or your travel agent as soon as possible. If there is time to do so before departure, we will offer you the choice of the following options:-

- (a) (for significant changes) accepting the changed arrangements; or
- (b) purchasing an alternative tour from us, of a similar standard to that originally booked if available. You must pay the applicable price of the alternative tour. This will mean your paying more if it is more expensive or receiving a refund of the difference if it is less expensive; or
- (c) cancelling or accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us.

Please note, the above options are not available where any change made is not a significant one. A change of flight time of less than 12 hours, airline (except as specified under "Flights"), London airport to another London airport, type of aircraft (if advised), destination airport or accommodation to that of a similar category as defined by the local star rating or our price categories will all be treated as minor changes.

If we have to make a significant change or cancel, we will, if appropriate, pay you reasonable compensation depending on the circumstances and when the significant change or cancellation is notified to you or your travel agent subject to the following exceptions. Compensation will not be payable and no liability beyond offering the above mentioned choices can be accepted where (1) we are forced to make a change or cancel as a result of unusual and unforeseeable

circumstances beyond our control, the consequences of which we could not have avoided even with all due care or (2) we have to cancel because the minimum number of bookings necessary for us to operate your tour has not been reached (see above). No compensation will be payable and the above options will not be available if we cancel as a result of your failure to comply with any requirement of these booking conditions entitling us to cancel (such as paying on time) or where a change is a minor one / not significant.

If after departure, we cannot operate the tour largely as advertised we will offer alternative arrangements for you to complete your stay at the destination and where appropriate a refund for any difference in the services supplied and those contracted for. If this is not possible or for good reason you do not accept the alternative you will be informed at the earliest opportunity and we will arrange for equivalent transport back to the departure point of your tour in the United Kingdom.

#### **FORCE MAJEURE**

Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance of our 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, 'force majeure'. In these booking conditions, 'force majeure' means any event which we or the supplier of the service(s) in question could not, even with all due care, foresee or avoid. Such events may include, whether actual or threatened, war, riot, civil strife, terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

#### **TRAVEL DELAYS**

The airlines, both scheduled and charter, coach companies, trains and ferries we contract for our clients are all of good repute. However in the unlikely event of a delay, howsoever caused, we cannot be held liable for any costs incurred or inconvenience suffered. We will always do our best to assist with passenger comfort if a delay occurs. We do not own any aircraft, coaches, ferries or trains. Any airline concerned may provide refreshments depending on the length of the delay.

#### **FLIGHTS**

In accordance with EU Directive (EC) No 2111/2005 Article 9, we are required to bring to your attention the existence of a "Community list" which contains details of airlines who are subject to an operating ban within the EU. The Community list is available for inspection. In addition, we are required to advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will inform you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to an operating ban as above as a result of which we/ the carrier are unable to offer you a suitable alternative the provisions of "Changes To Programme" above will apply.

The flight timings shown in our brochure, on our website and/or detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. Flight timings are outside our control. They are set by airlines and are subject to various factors including air traffic control restrictions, weather conditions, potential technical problems and the ability of passengers to check in on time.

Specific instructions relating to departure and travel arrangements will be sent with your air or other travel tickets approximately 2 weeks before departure. You must accordingly check your tickets very carefully immediately on receipt to ensure you have the correct flight times. It is possible that flight times may be changed even after tickets have been despatched - we will contact you as soon as possible if this occurs.

Any change in the identity of the carrier, flight timings, and/or aircraft type (if advised) will not entitle you to cancel or change to other arrangements without paying our normal charges except where specified in these conditions.

#### **CONDITIONS OF SUPPLIERS**

The services which make up your arrangements are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions. Some of these terms and conditions may limit or exclude the supplier's liabilities to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions and the applicable conventions are available on request from ourselves or from the supplier concerned.

#### **COMPLAINTS**

If you have a complaint about any of the services provided to you, you must immediately inform our local representative and we will take prompt action to rectify matters. If you feel a dispute is not satisfactorily resolved, you must give details in writing to our local representative and the supplier concerned at the time and write to us giving full details of your complaint within 28 days of the return date of the tour. For all complaints and claims which do not involve death, personal injury or illness, we regret we cannot accept liability if you fail to notify the complaint or claim entirely in accordance with this clause. If we cannot reach an amicable resolution, AITO offers an independent low cost dispute settlement scheme. Details available from us or AITO on request.

#### **CANCELLATION BY YOU**

A cancellation by you will take effect on the date we receive this in writing. Cancellation of the whole booking requires notification by the party leader. We will apply the following scale of cancellation charges based on the period before departure notice in writing is received and where applicable, is expressed as a percentage of the total tour cost excluding any insurance premiums and amendment charges which are non-refundable in the event of cancellation.

#### **Period Charge**

Up to 70 days: loss of Deposit  
69 - 29 days: 50% of the cost (or deposit if greater)  
28 - 15 days: 80% of the cost  
14 days or less: 100% of the cost

Outline details of insurance cover arranged by Tangney Tours which includes cancellation cover are shown in our brochure and on our website.

#### **SPECIAL NOTICE**

We reserve the right to ask any passenger who behaves inappropriately to leave any of our tours. We cannot guarantee in these circumstances to organise the passenger's return to their joining point. We reserve the right to pass on to the passenger any costs incurred by Tangney Tours should inappropriate behaviour result in such costs.

#### **CHANGE OF DATE OR PERSON**

You may transfer your reservation to another tour provided this is done no later than 42 days prior to your departure, subject to payment of the price of the applicable tour. You may transfer your reservation to another person provided this is done at the time you inform us of your decision not to travel, the substitute person complies with the conditions applicable to the booking and the transfer request is made no later than 10 days before departure. An administration fee, not exceeding £50, may be made by Tangney Tours plus any airline or other supplier charges. All other changes are subject to availability and may require payment of an administration charge and the relevant supplier's charges, where applicable.

#### **REVISION OF TOUR PRICE AND CURRENCY**

Our published prices are based on contracted air fares, hotel and transportation costs, existing airport taxes and current VAT rates in the countries concerned. All costs and charges are shown in our Booking Leaflet. Currency costs are recorded on the 1<sup>st</sup> October 2019 and based on the following £110 - £100, \$125 - £100.

#### **PRICE PROTECTION**

We reserve the right to make changes to and correct errors in advertised prices at any time before your tour is confirmed. We will advise you of any error of which we are aware and of the then applicable price at the time of booking. Once the price of your chosen tour has been confirmed at the time of booking, we will only increase or decrease it in the following circumstances. A surcharge or refund (as applicable) will be payable, subject to the conditions set out in this clause, in the event of any change in our transportation costs or in dues, taxes or fees payable for services such as landing taxes or embarkation or disembarkation fees at ports or airports or in the exchange rates which have been used to calculate the cost of your tour.

Even in the above cases, only if the amount of any increase in our costs exceeds 2% of the total cost of your tour (excluding insurance premiums and any amendment charges) will we levy a surcharge. If any surcharge is greater than 10% of the cost of your tour (excluding insurance premiums and any amendment charges), you will be entitled to cancel your booking and receive a full refund of all monies you have paid to us (except for any insurance premiums and amendment charges) or alternatively purchase another holiday from us as referred to in "Changes To Programme".

You have 14 days from the issue date printed on the surcharge invoice to tell us if you want to cancel or purchase another tour where applicable. If you fail to do so, we are entitled to assume you will pay the surcharge. Any surcharge must be paid with the balance of the cost of the tour or within 14 days of the issue date printed on the surcharge invoice, whichever is the later.

A refund will only be payable if the decrease in our costs exceeds 2% of the total cost of your tour as set out above. Where a refund is due, we will pay you the full amount of the decrease in our costs.

We promise not to levy a surcharge within 30 days of departure. No refund will be payable during this period either.

Passengers booking travel only do not have the protection of this price protection and must pay the full amount of any increase.

Note: All information published in our literature is published in good faith and believed to be correct at the time of publication. No liability can be accepted for any errors or omissions. All prices to be confirmed by Tangney Tours on booking.

#### **OUR LIABILITY TO YOU**

(1) We promise to make sure that the tour arrangements we have agreed to make, perform or provide as part of our contract with you are made, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your

contracted 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 tour arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only 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 (for employees) or carrying out work we had asked them to do (for agents and suppliers).

(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:-

- the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- the act(s) and/or omission(s) of a third party not connected with the provision of your tour and which were unforeseeable or unavoidable or
- 'force majeure' as defined above

(3) Please note, we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities 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 as part of our contract. In addition, regardless of any wording used by us in our brochure or elsewhere, we only promise to use reasonable skill and care as set out above and we do not have any greater or different liability to you.

(4) The promises we make to you about the services we have agreed to provide or arrange as part of our contract - and the laws and regulations of the country in which your claim or complaint occurred - will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint complied with local laws and regulations applicable to those services at the time, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and regulations of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable holiday maker to refuse to take the tour in question.

(5) Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you is £500 per person affected unless a lower limitation applies to your claim under this paragraph (5) or paragraph (6) below. You must ensure you have appropriate travel insurance to protect your personal belongings.

For all other claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount we will have to pay you is twice the price (excluding insurance premiums and amendment charges) paid by or on behalf of the person(s) affected in total unless a lower limitation applies to your claim under paragraph (6) below. This maximum amount will only be payable where everything has gone wrong and you have not received any benefit at all from your tour.

(6) 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 hotelier 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 or unamended 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 and COTIF, the Convention on International Travel by Rail). Please note: where a carrier or hotelier 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 similarly are not 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 carrier or hotelier for the complaint or claim in question. Copies of the applicable international conventions and regulations are available from us on request.

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (1) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you or (2) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them, our suppliers. Additionally we cannot accept liability for any expenses or losses which relate to a business (including self employed loss of earnings).

**This text is available in a larger font if required.**