

# John Whibley

*"Holidays with Music"*  
& TRAVEL FOR THE ARTS

## **A note about our PDF Booking Form – April 2022**

We are aware that not everyone feels comfortable filling in forms on the computer, and until recently many of our guests preferred where possible to use the paper booking form or to download and print the form, complete it by hand and return it to us by post.

This is still perfectly OK. However more and more we are finding guests prefer using email and the internet, and having been asked if we can make the booking form easier to use on the computer, we have developed a hybrid solution where you can EITHER complete the form manually OR complete it on the computer as you prefer.

## **To complete the booking form manually**

- Step 1 Download the form to your computer desktop
- Step 2 Print the form
- Step 3 Manually complete the form
- Step 4 Either post it to:  
**John Whibley Holidays with Music, Ashlea, Longlands Road, New Mills, SK22 3BY**

Or scan both sides and email the scan to [john@whibley.co.uk](mailto:john@whibley.co.uk)

Or photograph both sides with your mobile phone and email the photo to [john@whibley.co.uk](mailto:john@whibley.co.uk)

## **To complete the booking form on your computer**

- Step 1 Double click the booking form file. Depending how your computer is set up the form will most likely open either using your browser (Chrome/Firefox/Safari/Edge etc) or using Acrobat Reader. Please note the PDF form does not work on an iPad.
- Step 2 Using your computer, type your answers in each of the field on the form. Using the TAB key takes you from one field to the next. When it comes to "Signing", just type your name in the box.
- Step 3 Once you have completed the form, there are two options to save the form and send it back to us:

### **Option 1 – if you are using Acrobat Reader**

If you click on the green button at the end of the form, it will automatically generate an email to [john@whibley.co.uk](mailto:john@whibley.co.uk) and include your completed form as an attachment. You can ignore the burb that automatically gets included in the email message. Just click send, adding a quick note if you wish.

### **Option 2 – if you are using a web browser**

The green button does not work when using a browser, therefore you need to do this:

- Step 1 – Using your mouse, click on the **File** menu at the very top of your screen
- Step 2 – Click on the menu option "Save Page As"
- Step 3 – Rename the file to something you will recognise keeping the .pdf at the end
- Step 4 – Save the renamed file on your desktop
- Step 5 – Send us an email with the renamed file attached

## **Note**

Within this document you will find this guidance page, two booking form pages and two pages of terms and conditions. You only need to complete the booking form section on pages 2 and 3. The rest is for your information.

## **If all else fails**

We will very happily send you a blank form in the post. Just give us a call on 01663 746578

## BOOKING FORM



ATOL No: 12063

Title of holiday \_\_\_\_\_ Start date \_\_\_\_\_ End date \_\_\_\_\_

Price per person (based on 2 people sharing a room) £ \_\_\_\_\_ Deposit (per person) £ \_\_\_\_\_

Supplements if applicable: Single in single-bed room £ \_\_\_\_\_ Single in a double-bed room £ \_\_\_\_\_ Room upgrade £ \_\_\_\_\_

Your name(s) as you prefer to be known \_\_\_\_\_ (please tick room type preferred)

Title	Surname	First name	D.O.B	Room
				<input type="checkbox"/> Double <input type="checkbox"/> Twin <input type="checkbox"/> Single
				<input type="checkbox"/> Single in double <input type="checkbox"/> Upgrade
				<input type="checkbox"/> Double <input type="checkbox"/> Twin <input type="checkbox"/> Single
				<input type="checkbox"/> Single in double <input type="checkbox"/> Upgrade

Correspondence address: \_\_\_\_\_

\_\_\_\_\_ Post Code: \_\_\_\_\_

Home Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

I would prefer to receive all correspondence about this holiday by ☐ email ☐ post (please tick appropriate box)

How did you hear about this holiday? (ie, Friends of WNO, Gramophone magazine) \_\_\_\_\_

Passport details (not required for U.K. holidays) Please give your name here as it appears on your passport

Surname	First names	Nationality	Passport no.	Expiry date

**Travel insurance:** It is a condition of booking that you have comprehensive travel insurance for all non-UK holidays and is recommended for all holidays. If you prefer not to or cannot get insurance for UK holidays we will ask you to sign an insurance waiver taking personal responsibility for payment of cancellation fees, dealing with medical emergencies etc

Name of Insurance company	Policy number	Telephone number

**Payment details:** I am paying a total deposit of £ \_\_\_\_\_ by:☐ Credit/debit card (this is our preferred method) – please enter your details overleaf☐ Bank transfer – Please call for details☐ Cheque enclosed– Made payable to **Trustees of PTS Air Travel Trust**

Balance is due 8 weeks before departure and will be taken using the same method unless you tell us otherwise (see overleaf)

**Mobility and Dietary needs:** Please tell us here about any specific mobility issues or dietary requirements you may have; this will enable us to check that we can accommodate your needs – e.g. walk-in shower/accessible room/no red meat etc.

Name	Airport Assistance	Special diet	Mobility

**Emergency contact / Next of kin**

Name	Relationship to you	Phone number

**Flight preferences:** I/we would like to fly from ☐ London ☐ Manchester ☐ Edinburgh☐ I/we would like a business class upgrade (this will be charged at the applicable rate plus a handling charge of £30 per ticket)☐ I/we will make own travel arrangements and will meet the group at the hotel (please ask us about a reduction in price for this)I would like to receive information about future holidays ☐ yes ☐ no please tick appropriate box.

PTO

## Credit/Debit Card Payment Details

(NB we regret we can't accept AMEX cards)

Long number on card: \_\_\_\_\_

Expiry date: \_\_\_\_\_ Security code on signature strip: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Amount to be taken from this card: £ \_\_\_\_\_ Name of Holiday \_\_\_\_\_

Address where card is registered \_\_\_\_\_

\_\_\_\_\_ Post code: \_\_\_\_\_

Please tick

☐ I confirm that on the due date (8 weeks before the start of the holiday), I would like the outstanding balance to be taken from the same card

☐ I would like to pay the balance another way

Please note that your payment information will not be stored electronically.

### Client authorisation

☐ I confirm that I am over 18 years of age and have read and understood the booking conditions and general information and accept them on behalf of myself and the members of my party.

Signed: .....

Today's Date: .....

Print Name: .....

Please return this form to:

**John Whibley "Holidays with Music", 'Ash Lea', Longlands Road, New Mills, Derbyshire SK22 3BY**

**01663 746578**

[john@whibley.co.uk](mailto:john@whibley.co.uk)

[www.whibley.co.uk](http://www.whibley.co.uk)

### **For office use only:**

Balance of £..... per person for ..... person(s) £ .....

Single room supplement of £..... per person for ..... person(s) £ .....

Extra nights..... £ .....

Independent travel deduction ..... £ .....

Total balance due on ..... is: £ .....

Flight from .....

Airport Assistance.....

Holiday Reference Number.....

# BOOKING TERMS AND CONDITIONS

## Version 6, March 2022

### 1. ABOUT John Whibley “Holidays with Music”

1.1 Your contract will be with John Whibley Ltd, trading as John Whibley “Holidays with Music”/Travel for the Arts, which is a member of PTS (Protected Travel Services). PTS provides a financially secure and managed travel trust account service ensuring that John Whibley Ltd client money is protected from financial failure (see further below at clause 1.4).

1.2 The air holidays and flights in our promotional material are ATOL protected (as detailed in clause 1.3 below), since we hold an Air Travel Organiser’s Licence granted by the Civil Aviation Authority. Our ATOL number is 12063. In the unlikely event of our insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information, visit the ATOL website at [www.atol.org.uk](http://www.atol.org.uk).

#### Your Financial Protection:

1.3 We provide financial protection for our package holidays as follows.

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

b) We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

c) If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder 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.

1.4 **Additional Financial Protection.** As members of PTS, when you buy a package holiday from us then further financial protection is provided by way of the PTS Travel Trust Account which meets the requirements of the Package Travel and Linked Travel Arrangements Regulations 2018. When you pay money to John Whibley Ltd by way of deposit and final payments, your money is deposited in the trust account, managed by independent trustees through PTS. Until you have safely returned from your holiday, your money can only be used by John Whibley Ltd to make payments to suppliers for your holiday. Furthermore, each supplier payment made is protected through our Supplier Failure Insurance so that if a supplier – e.g. a hotel – were to fail financially causing the holiday to be cancelled, your money remains protected.

### 2. TO MAKE A BOOKING

2.1 When you make a booking you must complete the Booking Form accepting on your own behalf and on behalf of all your party (for whom you have authority to accept) the terms of these Booking Conditions and pay a deposit of the amount per person specified, and any additional performance tickets ordered. A contract will exist when we issue our confirmation invoice. Your contract will consist of these Booking Conditions, the completed Booking Form and the contents of the relevant promotional literature.

2.2 The contract is governed by English law and the non-exclusive jurisdiction of the English courts.

2.3 The balance of the price of your holiday must be paid at least 8 weeks before the departure date. If the balance is not paid in time, we reserve the right to cancel your holiday and retain your deposit.

2.4 We make no charge if you pay by cheque, Barclays Connect, Debit card or by electronic transfer. However, should you choose to make payment by Visa or Mastercard we will make a charge equal to the cost to us of processing that payment using that payment card.

### 3. WHAT IS INCLUDED IN THE PRICE

3.1 We reserve the right to alter the prices of any of the holidays shown in the promotional literature. The current price of the holiday will be notified to you before your contract is confirmed.

3.2 All elements of John Whibley “Holidays with Music” tours are set out in the brochure and may include:

- Round trip Economy Class air travel on scheduled or charter airline(s) specified (aircraft type not known when going to press) including local airport taxes and security charges; or Eurostar Passenger Service.
- Round trip private transfers from airports or local railway stations to hotels.
- Hotel accommodation at the hotels shown in the relevant promotional literature (or similar grade) in double bedded rooms with private bathroom or shower and w.c. Twin rooms and single rooms are available on request. NB: We are well aware of the considerable distress which can sometimes be experienced by those travelling alone when “single rooms” do not appear to come up to the standards expected. At all times we strive to overcome this on our clients’ behalf (but can offer no guarantees), sometimes it pays to take double or twin for sole occupancy.
- Hotel service charges and local taxes.
- Sightseeing tour programme as detailed in each itinerary including admission charges and guide services.
- The services of a “Holidays with Music” Tour Manager or local representative.

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

3.3 The price of your travel arrangements can vary due to changes in: the price of carriage of passengers resulting from changes to the cost of fuel or other power sources; the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates. However, there will be no change within 20 days of your departure. We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another holiday if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel you must do so within the time period shown on your final invoice.

3.4 Should the price of your holiday go down due to the cost of changes mentioned above, then any refund due will be paid to you. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

3.5 The price of your holiday was calculated using exchange rates quoted in the “Financial Times Guide to World Currencies” on the 13<sup>th</sup> July 2021.

### 4. ALTERATIONS AND CANCELLATIONS BY YOU

4.1 If, after our confirmation has been issued, you wish to change to another of our holidays or modify, at any time, the travel arrangements and/or tour itineraries shown, we will do our utmost to make the changes provided that notification is received in writing from the person who signed the Booking Form. We reserve the right to charge a non-refundable amendment fee of £35.00 per person in addition to any increase in the cost of the revised arrangements. 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. Please note that certain travel arrangements (eg, concert tickets) 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.

4.2 You, or any member of your party, may cancel your holiday at any time provided that the cancellation is made by the person signing the Booking Form and is in writing. As certain travel arrangements and bookings cannot be changed after confirmation and cancellation incurs administration costs, we will retain your deposit and the cost of any performance tickets, and in addition may apply cancellation charges up to the maximum shown in Clause 4.3 below.

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

More than 63 days	Holiday deposit
63 - 42 days	40% of tour price
41-31 days	65% of tour price
30 – day of travel	100% of tour price

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

4.5 You can transfer your booking 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 departure. Both you and the new traveller are responsible

for paying all costs we incur in making the transfer, including (but not limited to) the cost of any transfer fees charged by suppliers such as airlines whose flight tickets are non-transferable.

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

### 5. ALTERATIONS AND CANCELLATION BY US

5.1 It is a term of your booking that we are able to make changes to any aspect of your booking. It is possible that we may have to make changes to your holiday as the arrangements are planned many months in advance. Most of these changes are minor and we will advise you at the earliest possible date. Flight timings and carriers in the promotional literature are subject to change as a result of airline procedures which are beyond our control. Flight timings in the promotional literature are for guidance only. Actual times will be given on your ticket. In accordance with EU Regulations we are required to advise you of the actual carrier operating the flight, connecting flight (if any) and transfer. The potential carriers likely to be used are as set out in the promotional literature. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change will be deemed as a minor change. Other minor 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.

5.2 If a major change becomes necessary, we will inform you as soon as reasonably possible if there is time before departure. When a major change occurs you will have the choice of either accepting the change of arrangements, accepting an offer of available alternative travel arrangements of comparable standard or higher from us or cancelling your holiday and receiving a full refund of all monies paid. If you do accept an alternative holiday, we will refund any price difference if the alternative is of lower value.

5.3 We reserve the right in any circumstances to cancel your holiday. For example, if the minimum number of people required for a particular travel arrangement is not reached, we reserve the right to cancel the tour up to 70 days in advance. In this case we offer the choice of an alternative tour of comparable standard, if available (we will refund any price difference if the alternative is of a lower value), or a full refund of all monies paid. In other circumstances we will not cancel your holiday less than 56 days before the scheduled departure date except for reasons of Force Majeure or your failure to pay the final balance. If it is necessary to cancel your travel arrangements then we will pay to you compensation in accordance with Clause 5.4 below.

5.4 If it is necessary to cancel your holiday (except for reasons of Force Majeure) or make a significant change after the date when payment of the balance becomes due, we will in addition pay you compensation as follows:

Period before departure within which notification of change or cancellation is given	Compensation per person
More than 56 days	Nil
56 – 42 days	£10.00
41 – 25 days	£20.00
24 – 16 days	£30.00
15 – 1 days	£40.00

Please note compensation is not payable in the case of minor changes. The compensation offered does not exclude you from claiming more if you are entitled to do so.

‘Force Majeure’ means any unusual or unforeseeable circumstances beyond our control, including but not limited to, war, riot, industrial dispute, terrorist activity and its consequences, natural or nuclear disaster, fire, adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport.

### 6. TRAVEL DELAY

We are unable to accept responsibility for expenses incurred as a result of travel delay. For scheduled flights, the individual airline policy will apply.

### 7. NON-APPEARANCE AND ALTERATIONS TO REPERTOIRE/ITINERARY

7.1 Music lovers will appreciate that performances and artists can be changed without notice. Fortunately, this is a rare occurrence but nevertheless disappointing. Every effort is made to obtain and pass on to you up to date information regarding performances and artists. This information is based upon details supplied to us by other parties and we cannot guarantee its accuracy or that there will not be further changes to the programme. The non-appearance of an artist, cancellation of event or other changes, are entirely outside our control or even the control of those organising the event. We will always do our utmost to find a suitable alternative in such a case and wherever refunds from an event organiser are received we will pass this on to you, but we shall not be liable for any additional compensation in such an event.

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**7.2** Specific outside events – in the event of adverse weather conditions a full refund of the face value of the performance ticket will be made only if the performance fails to start. If abandonment occurs after the start, conditions of the ticket purchased prevent any refund.

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

### 8. OUR LIABILITIES TO YOU

**8.1** We accept responsibility for the proper performance of the travel services including in your holiday that you have booked with us. If any part of your holiday is not provided or improperly performed, we will pay you appropriate compensation if this has affected the enjoyment of your holiday. However, we will not be liable where any failure in the performance of the contract is due to you or another member of your party; or a third party unconnected with the provision of the travel services in the package and whether the failure is unforeseeable or unavoidable; or unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all due care had been exercised and all reasonable measures had been taken.

**8.2** If an event within the itinerary is cancelled due to Force Majeure within one month prior to the event, we reserve the right to refund the cost of the admission ticket to the event only.

**8.3** We accept responsibility for the negligent acts and/or omissions of our employees, agents or suppliers. Save for liabilities under clause 8.4 below, our liability to you in all cases (except where they lead to death, injury or illness) shall be limited to a maximum of three times the cost of the original travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to: (a) the contractual terms of the companies that provide the travel services that make up your package (these terms are incorporated into this booking); (b) any relevant convention as detailed further in clause 8.4.

**8.4** Our liability to you in respect of carriage by air, sea or rail and any provision of accommodation will also be limited in a manner provided by the relevant international conventions (for example, the Montreal Convention for travel by air, the Athens Convention for travel by sea, the Berne Convention for travel by rail and the Paris Convention for accommodation), which limit the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of compensation contained in these or any conventions. Travel by air or sea shall be subject to the general conditions of contract of the carrier (the contractual terms of the companies that provide the transportation for your travel arrangements are incorporated into this contract), subject to which the tickets are issued.

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

**8.6** Under EU law, 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 available at EU airports and will also be available from airlines. **However, please note that reimbursement in such cases does not automatically entitle you to a refund of the cost of your holiday from us.** Your right to a refund and/or compensation from us is set out in Clause 5. If any payments to you are due from us, then if the airline makes payment of these to you then such sum will be deducted from this amount. If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday. If your airline does not comply with such rules then you can complain to the Aviation Consumer Advocate Panel on 020 7453 6888 or [www.caa.co.uk](http://www.caa.co.uk).

NB: This clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

### 9. DATA PROTECTION POLICY

**9.1** In order to process your booking and to ensure your travel arrangements run smoothly and meet your requirements, we need to use the information you provide to us, such as name, address, contact details and any special needs/dietary

requirements. We will collect and process your personal data in accordance with our **Privacy Policy**, available on our website.

**9.2** We must pass the information on to the relevant suppliers of your travel arrangements such as airlines, hotels and transportation companies. The information may also be provided to security or credit checking companies, public authorities such as customs and immigration if required by them, or as required by law.

**9.3** We will only pass information on to persons responsible for part of your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, dietary or religious requirements. If we cannot pass this information to the relevant suppliers whether in the EEA or not, we cannot provide your booking. In making your booking you consent to this information about you and the members of your party being passed on to the relevant persons, in accordance with our **Privacy Policy**.

### 10. PASSPORTS, VISAS AND HEALTH

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

For further advice visit the FCO website, [www.fco.gov.uk](http://www.fco.gov.uk).

With COVID 19 or any other similar scenario, be aware that different countries have different rules and regulations regarding the wearing of masks, Vaccination status, presentation of Vaccination Certificates etc. We will make every reasonable effort to advise you fully of what might be required ahead of your holiday. The responsibility for double checking such requirements and meeting them is yours. If you do not follow regulations and are subsequently denied entry to an event/service on the holiday, we shall not be liable.

### 11. PHYSICAL IMPAIRMENTS, MOBILITY AND ILLNESS

Should you or any member of your group suffer from any serious physical conditions or a disability which may affect your or their travel or means you or they would experience difficulty in walking long distances and tire easily, please do bring this to our attention at the time of booking in order that we can provide the necessary assistance at airports and hotels. We cannot be responsible in the event that you or any of your party are unable to enjoy all or any aspects of the trip or cannot join certain activities due to any special arrangements not being in place, or where elements of a trip are not suitable and we cannot provide you with a refund in those instances. If you are taken ill on your holiday, we will make every effort to ensure that you have access to available local medical care and provide appropriate assistance to you as your tour organiser, however you and your next of kin remain responsible for managing all aspects of any medical emergency and ongoing care needs liaising with your insurance provider as necessary.

### 12. COMPLAINTS

**12.1** If you have a problem with your holiday please inform the relevant supplier and our representative who will endeavour to put things right quickly. If your complaint cannot be resolved locally, your representative will ask you to make a report, to include all details relating to your complaint. Please follow this up without undue delay and in any event ideally within 28 days of your return home by writing to us giving your original tour reference number and all other relevant information. If you fail to follow the requirement to report your complaint at the time or within 28 days, we will have been deprived of the opportunity to investigate and rectify it and this may affect your rights under this booking.

### 13. SPECIAL REQUESTS

Any special requests made on your Booking Form are noted and we do our very best to comply with these wherever possible. However, as our holidays are group holidays, we cannot guarantee to be able to meet specific individual requests.

### 14. TOUR MANAGERS AND LOCAL REPRESENTATIVES

Wherever possible and practical, our tours are escorted throughout by a representative from the UK. On occasions when circumstances dictate, we retain the services of a local representative to meet our clients and to escort them to cities and on excursions accompanied by our local guide.

### 15. TRAVEL INSURANCE

It is a condition of these Booking Conditions and your contract with us that you have comprehensive travel insurance cover for all non-UK holidays. We strongly recommend that you have insurance cover for ALL holidays, but if you prefer not to or cannot get holiday insurance for UK holidays we will accept

completion of our signed insurance waiver form on which you accept total responsibility for any consequential loss regarding all aspects of the holiday be that cancellation, personal possessions, medical emergencies or any other circumstance that would normally be covered by insurance.

### 16. SEVERABILITY

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

### 17. PROMOTIONAL MATERIALS

Our promotional material is our responsibility, as your tour operator. It is not issued on behalf of, and does not commit the airlines or service providers mentioned herein or any airline or service providers whose services are used in the course of your travel arrangements.

### 18. EXCURSIONS

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

### 19. ASSISTANCE

If you're in difficulty whilst on holiday and ask us to help we will provide as much assistance as we can, such as getting you to a hospital and/or providing you with information on local health services, local authorities and consular assistance; and helping you to make any alternative arrangements and to make necessary phone calls/send emails. Should we incur costs on your behalf, we reserve the right to reclaim them from you.

However, guests should note that our first commitment is to the group as a whole and so beyond immediate emergency help, tour leaders are not expected to provide unlimited or unreasonable levels of assistance to any one individual. Should you have any reason to believe you may need additional help whilst travelling with the group it is your responsibility to inform us in advance and to take necessary steps to ensure you have the help you need – for instance, to bring with you an assistant/companion.

Should it become apparent that for some reason you are no longer able to safely continue a holiday without assistance, we reserve the right to contact your stated next of kin who will be responsible for arranging for you to either have appropriate assistance in situ or to return home. You will need to pay any costs incurred.

Should your next of kin be unable or unwilling to assist for any reason, we reserve the right to make all necessary arrangements for assistance or a return home at our own discretion. You will need to pay any costs incurred.