

Art Tours

TERMS & CONDITIONS

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

These booking conditions, together with our privacy policy and any other written information we brought to your attention before we confirmed your booking, form the basis of your contract with Art Tours Ltd of 85 Great Portland Street, 1st Floor, London W1W 7LT (registered in England No.6516077) (“we”, “us”, “our”). Please read them carefully as they set out our respective rights and obligations. In these booking conditions references to “you” and “your” include the first named person on the booking and all persons on whose behalf a booking is made or any other person to whom a booking is added or transferred.

1) DEFINITIONS

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

“**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.

“**Significant 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 except between:
 - The London airports: Gatwick, Heathrow, Luton, Stansted, London City and Southend
 - The South Coast airports: Southampton, Bournemouth and Exeter
 - The South Western airports: Cardiff and Bristol
 - The Midlands airports: Birmingham, East Midlands and Doncaster Sheffield
 - The Northern airports: Liverpool, Manchester and Leeds Bradford
 - The North Eastern airports: Newcastle and Teesside
 - The Scottish airports: Edinburgh, Glasgow, Prestwick and Aberdeen
- (d) a change of outward departure time or overall length of your holiday by more than twelve hours.
- (e) a significant change to your itinerary, missing out one or more destination entirely (in this context, destination shall mean a location on the trip such as a town or city and not one stop or visit at a particular location).

“**Package**” - Means a package as defined in the Regulations.

“**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 and Linked Travel Arrangements Regulations 2018.

Unless these Booking Conditions state otherwise, any reference to European Union law and/or International Conventions in these Booking Conditions, that is directly applicable or directly effective in the United Kingdom is a reference to how it applies in England and Wales. This includes where the law has been retained, amended, extended, re-enacted or given effect on or after 11pm on 31st January 2020 (including the transition period).

2) BOOKING AND PAYING FOR YOUR ARRANGEMENTS

A booking is made with us when you pay us a deposit (or full payment if you are booking within 8 weeks of departure) and we issue you with a booking confirmation. We reserve the right to return your deposit and decline to issue a booking confirmation at our absolute discretion. A binding contract will come into existence between you and us as soon as we have issued you with a booking confirmation that will confirm the details of your booking and will be sent to you. If your confirmed arrangements include a flight, we will also issue you with an ATOL Certificate. Upon receipt, if you believe that any details on the ATOL Certificate or booking confirmation or any other document are wrong you must advise us immediately as changes can not be made later and it may harm your rights if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets).

2) BOOKING AND PAYING FOR YOUR ARRANGEMENTS

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- a. he/she has read these booking conditions and has the authority to and does agree to be bound by them;
- b. he/she consents to our use of personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable, special categories of data (such as information on health conditions or disabilities and dietary requirements);
- c. he/she is over 18 years of age and resident in the United Kingdom and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- d. he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

3) GOVERNING LAW

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.

4) PRICING

We endeavour to ensure that all the information and prices we supply to you are accurate, however occasionally changes and errors occur and we reserve the right to correct prices and other details in such circumstances. You must check the current price and all other details relating to the arrangements that you wish to book before you make your booking.

The price of your Tour was calculated using the rate of exchange quoted in the xe.com 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 confirming 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 increases which are a direct consequence of changes in: (a) the price of the carriage of passengers resulting from the cost of fuel or other power sources; (b) the level of dues, taxes or fees applicable to the holiday imposed by third parties not directly involved in the performance of the holiday, including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; and (c) the exchange rates relevant to the package. Such variations could include but are not limited to airline cost changes which are part of our contracts with airlines (and their agents), cruise ship operators and any other transport providers.

You will be charged for the amount of any increase in accordance with this paragraph. However, if this means that you have to pay an increase of more than 8% of the price of your Tour (excluding any insurance premiums, amendment charges and/or additional services or travel arrangements), you will have the option of accepting a change to another holiday if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid to us, 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

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4) PRICING (CONTINUED)

price variations, then any refund due will be paid to you less an administrative fee of £50. 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.

There will be no change to the cost of your Tour within 20 days of departure nor will refunds be paid during this period.

Please note that all payments taken on debit or credit card will be taken in GBP sterling and so if you are a customer whose payment card is not denominated in GBP, the final price will be calculated in accordance with the applicable exchange rate on the day your card issuer processes the transaction. To avoid this we can accept payment in GBP, EUR and USD by bank transfer and can specify the exact amount required for payment in the specified currency. If you wish to pay by card please call the office; we only take payment over the phone.

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 paragraph 7 below will become payable.

Payments should be made by:

- bank transfer to the bank account detailed in your Quote, giving the name of the person who MADE the booking as reference; or
- cheque, made payable to Art Tours Limited, and sent to the following address along with your completed booking form:
Art Tours Ltd, 85 Great Portland Street, 1st Floor, London W1W 7LT
- Payments can be made by credit or debit card as per the instructions above.

5) INSOLVENCY PROTECTION

We are a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with the Regulations all passengers booking with us 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 our insolvency. This insurance has been arranged with Towergate Travel through Zurich Insurance PLC. In the unlikely event of insolvency, you must inform Towergate Chapman Stevens, Towergate Travel, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN immediately on +44 (0) 1932 334140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation form as evidence of cover and value.

Policy exclusions: This policy will not cover any monies paid for Travel Insurance. We provide financial security for flight-inclusive packages by way of our Air Travel Organiser's Licence number 11126, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk.

When you buy an ATOL protected product 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. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom.

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 (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.

5) INSOLVENCY PROTECTION (CONTINUED)

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.

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 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 £50 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. Where we are unable to assist you and you do not wish to proceed with the original booking we will treat this as a cancellation by you. A cancellation fee may be payable in accordance with paragraph 7.

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.

Transfer of Booking:

If you or any member of your party is prevented from travelling, that person(s) may transfer their place to someone else, subject to the following conditions:

- that person is introduced by you and satisfies all the conditions applicable to the holiday;
- we are notified not less than 7 days before departure;
- you pay any outstanding balance payment, an amendment fee of £50 per person transferring, as well as any additional fees, charges or other costs arising from the transfer; and
- the transferee agrees to these booking conditions and all other terms of the contract between us.

You and the transferee remain jointly and severally liable for payment of all sums. If you are unable to find a replacement, cancellation charges as set out in paragraph 7 will apply in order to cover our estimated costs. Otherwise, no refunds will be given for passengers not travelling or for unused services.

7) IF YOU CANCEL YOUR BOOKING BEFORE DEPARTURE

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 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%

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7) IF YOU CANCEL YOUR BOOKING BEFORE DEPARTURE

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

Please note that insurance premiums and amendments charges are not refundable in any circumstances.

Important Note: Certain arrangements may not be amended after they have been confirmed and any alteration or cancellation could incur a cancellation charge of up to 100% of that part of the arrangements in addition to the charge above.

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

We will deduct the cancellation charge(s) from any monies you have already paid to us.

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.

8) CANCELLATION BY YOU DUE TO UNAVOIDABLE AND EXTRAORDINARY CIRCUMSTANCES

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of “unavoidable and extraordinary circumstances” occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign, Commonwealth & Development Office advises against travel to your destination or its immediate vicinity. For the purposes of this paragraph, “unavoidable and extraordinary circumstances” means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

9) CUTTING YOUR HOLIDAY SHORT

If you decide or are forced 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.

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.

10) IF WE CHANGE OR CANCEL

As we plan your holiday arrangements many months in advance we may occasionally have to make changes or cancel your booking and we reserve the right to do so at any time.

Changes: If we make an insignificant change to your holiday, we will make reasonable efforts to inform you or your travel agent as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers. Please note that carriers such as airlines used in the brochure may be subject to change.

10) IF WE CHANGE OR CANCEL (CONTINUED)

Whilst we shall do our best not to make any significant alteration to your Tour, occasionally we may have to make a Significant Change to your confirmed arrangements (as defined in paragraph 1).

Cancellation: We will not cancel your travel arrangements less than 60 days before your departure date, except for reasons of Force Majeure or failure by you to pay the final balance or where the minimum number of clients for a particular travel arrangement is not reached (provided that we shall not cancel due to not meeting the minimum numbers within 20 days of the date of departure).

If we have to make a Significant Change or cancel, 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:

- i (for Significant Changes) accepting the changed arrangements; or
- ii having a refund of all monies paid; or
- iii accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- iv if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

Compensation:

In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- (a) If, where we make a Significant Change, you do not accept the changed arrangements and cancel your booking;
- (b) If we cancel your booking and no alternative arrangements are available.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so:

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

IMPORTANT NOTE: We will not pay you compensation where:

- (a) we make an insignificant change; or
- (b) we make a Significant Change or cancel more than 8 weeks before departure; or
- (c) we make a Significant Change and you accept those changed arrangements or you accept an offer of alternative travel arrangements; or
- (d) we are forced to make a change or cancel as a result of Force Majeure; or
- (e) we have to cancel your arrangements as a result of your failure to make full payment on time;
- (f) the Tour is canceled 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.

If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

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11) FORCE MAJEURE

Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.

12) ISSUES WITH FLIGHTS

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.

If you or any member of your party misses your flight or other transport arrangement, it is cancelled or you are subject to a delay of over 3 hours for any reason, you must contact us and the airline or other transport supplier concerned immediately.

Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.

We cannot accept liability for any delay which is due to any of the reasons set out in paragraph 12 of these Booking Conditions (which includes the behaviour of any passenger(s) on any flight who, for example, fails to check in or board on time).

The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been dispatched we will contact you as soon as we can to let you know.

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.

13) PASSPORTS AND VISAS

It is your responsibility to check and fulfill the passport, visa, health and immigration requirements applicable to your itinerary. We can only provide general information about this. You must check requirements for your own specific circumstances with the relevant Embassies and/or Consulates and your own doctor as applicable. Requirements do change and you must check the up to date position in good time before departure.

Most countries now require passports to be valid for at least 6 months after your return date. If your passport is in its final year, you should check with the Embassy of the country you are visiting. For further information contact the Passport Office on 0870 5210410 or visit <https://www.gov.uk/browse/citizenship/passports>.

For European holidays you should obtain a UK Global Health Insurance Card (GHIC).

Up to date travel advice can be obtained from the Foreign, Commonwealth & Development Office, visit <https://www.gov.uk/travelaware>.

Non British passport holders, including other EU nationals, should obtain up to date advice on passport and visa requirements from the Embassy, High Commission or Consulate of your destination or country(ies) through which you are travelling,

We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. If your failure to hold 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.

A number of Governments are introducing new requirements for air carriers to provide personal information about all travellers on their aircraft to the Authorities before the aircraft leaves the UK. The data will be collected either at the airport when you check in or in some circumstances when, or after you make your booking. Accordingly, you are advised to allow extra time to check in for your flight. Where we collect this data, we will treat it in accordance with our privacy policy.

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

14) 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.

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15) YOUR 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.

We cannot be held responsible for the actions or behaviour of other guests or individuals who have no connection with your booking arrangements or with us.

16) COMPLAINTS

We make every effort to ensure that your holiday arrangements run smoothly but if you do 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) who will endeavour to put things right. 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 Ltd
85 Great Portland Street, 1st Floor
London W1W 7LT

Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. 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.

17) OUR RESPONSIBILITIES

- (1) We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Regulations, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package. The level of any such price reduction or compensation will be calculated taking into consideration all
- (2) We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
 - (a) the acts and/or omissions of the person affected; or
 - (b) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - (c) Force Majeure (as defined in paragraph 11).
- (3) We limit the amount of compensation we may have to pay you if we are found liable under this paragraph:
 - (a) loss of and/or damage to any luggage or personal possessions and money: the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.

17) OUR RESPONSIBILITIES (CONTINUED)

- (b) Claims not falling under (a) above and which don't involve injury, illness or death: the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.
- (c) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:
 - (i) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
 - (ii) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
 - (iii) 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.
- (4) It is a condition of our acceptance of liability under this paragraph that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- (5) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- (6) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description:
 - (a) 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
 - (b) relate to any business.
- (7) We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- (8) Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this paragraph, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point.

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18) USE OF YOUR INFORMATION

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 UK where controls on data protection may not be as strong as the legal requirements in the UK. All such transfers will be made in accordance with our privacy policy. If we cannot pass on your personal information to the relevant suppliers, we cannot properly effect your booking.

19) SPECIAL REQUESTS

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.

20) DISABILITIES

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.

21) FOREIGN OFFICE ADVICE

You are responsible for making yourself aware of Foreign Office advice in regard to the safety of the countries and areas in which you will be travelling and to make your decisions accordingly. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

22) PROMPT ASSISTANCE

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors, we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence.

23) CONDITIONS OF SUPPLIERS

Many of the services which make up your holiday are provided by independent suppliers. Those suppliers provide these services in accordance with their own terms and conditions which will form part of your contract with us. Some of these terms and conditions may limit or exclude the supplier's liability to you, usually in accordance with applicable International Conventions. Copies of the relevant parts of these terms and conditions are available on request from us or the supplier concerned.

24) EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your contracted arrangements with us. For any excursion or other tour that you book, your contract will be with the operator 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.

25) GENERAL

- (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.

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Regulation 5(2)(b) of the Package Travel and Linked Travel Arrangement Regulations 2018: Information to be provided to the traveller before the package travel contract is concluded, where the use of hyperlinks is not possible

Part 1: General

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore you will benefit from all EU rights applying to the packages. We, Art Tours Ltd will be fully responsible for the proper performance of the package as a whole. Additionally, as required by law, we have protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes/they become insolvent.

Part 2: Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

- Travellers will receive all essential information about the package before concluding the package travel contract.
- There is always at least one trader who is liable for the proper performance of all the travel services included in the contract.
- Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent.
- Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs.
- The price of the package may only be increased if specific costs rise (for instance fuel prices), and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8% of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs.
- Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, has changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate.
- Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package.
- Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee.
- If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem.
- Travellers are also entitled to a price reduction or compensation for damages or both where the travel services are not performed or are improperly performed.
- The organiser has to provide assistance if the traveller is in difficulty.

- If the organiser becomes insolvent, payments will be refunded. If the organiser becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured. Art Tours Ltd has taken out insolvency protection for flight-inclusive holidays by virtue of its ATOL, under ATOL number: 11126, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk and for non-flight packages via insurance arranged with Towergate Travel through Zurich Insurance PLC. Please contact Towergate Chapman Stevens, Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, Kent, ME14 3EN by telephone: +44 (0)1932 334140 or by email tcs@towergate.co.uk. Travellers may contact this entity or, where applicable, the competent authority (contact details, including name, geographical address, email and telephone number) if services are denied because of Art Tours Ltd's insolvency.

Part 3: The Package Travel and Linked Travel Arrangements Regulations 2018 can be found here:

<https://www.legislation.gov.uk/ukxi/2018/634/contents/made>