

## **Terms and Conditions**

### **These are the standard Booking Conditions of International Friends and GTS Tours, part of the GTI Travel Group Ltd.**

These Booking Conditions and any other written information brought to your attention before we confirmed your booking, form the basis of your contract with **GTI Travel Group Ltd** trading as "International Friends" and "GTS Tours" In these Booking Conditions we will refer to GTI or ("**we**" or "**us**").

Please read these booking conditions 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.

By making a booking, the named person on the booking agrees:-

1. They have read these terms and conditions and has the authority to and does agree to be bound by them;
2. they consent to our use of information in accordance with our Privacy Policy;
3. They are over 18 years of age and where placing an order for services with age restrictions declares that they and all members of the party are of the appropriate age to purchase those services.
4. Accepts that English Law and Jurisdiction applies to all bookings made with GTI Travel Group Ltd

Our obligations to you vary depending upon whether you book a single component with us as Principal or whether you purchase from us a Package Holiday sold as Principal. A "Package" means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than twenty-four hours or includes overnight accommodation: transport; accommodation; other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package. All Packages offered for sale with us, which include an overnight stay, transport and excursions are Packages for the purpose of the Package Travel Regulations. This means that any Principal Single Component bookings; such as a "transfer" for example, does not constitute a Package as defined in the Package Travel, Package Holidays and Package Tours Regulations 1992.

## **International Bookings**

All bookings made directly or via one of our agents either in the UK or internationally are subject to English Law and Jurisdiction. By making a booking and paying your deposit either directly or via our agent, you accept that English Law and Jurisdiction apply. In no circumstances will the law and jurisdiction of the country (other than England and Wales) in which the international booking was made apply.

## **Booking and Paying For Your Arrangements**

A booking is made with GTI Travel Group Ltd when a) you or your travel agent tells us that you would like to accept our written or verbal quotation, and b) you pay us a deposit or full payment and c) we issue you with a booking confirmation. A binding contract will come into existence as soon as we have issued you with a booking confirmation that will confirm the details of your booking. Upon receipt, if you believe that any details on the confirmation (or any other document) are wrong you must advise us immediately. The balance of the cost of your arrangements (including any applicable surcharge) is due not less than 3 months prior to scheduled departure for all International Friends and GTS Tours. 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 below are applicable.

## **Insurance**

Adequate travel insurance is vital and is a condition of the contract. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. We reserve the right to request copies of your adequate insurance documents prior to the commencement of the tour.

## **Delays in Journey**

GTI Travel Group Ltd cannot be held responsible for any delays or alterations to the tour itinerary and reserves the right to make reasonable alterations to the itinerary for reason of unforeseen accidents, roadworks, disruptions, and alterations in ferry schedules, border crossings, or force majeure situations. Any additional expenses incurred by the participants as a result of force majeure situations will be the responsibility of the

participant.

### **Itinerary Changes**

The tour leader reserves the right to alter the itinerary or route to take into account (by way of example and not by way of limitation), weather, supplier closure, unforeseen accidents, and roadworks. The leader's decision is final.

### **Tour Meeting Points**

The tour leader will outline at the beginning of the tour the next meeting point, and the point in which the group should meet, and will leave the next meeting point. It is the participant's responsibility to meet at the designated point, and be ready for driving at the designated start point. Participants that fail to keep up with the group are liable for their own expenses in catching up with the group. Participants are liable to arrive at departure points at the times listed on their itinerary or ticket.

### **Risks**

Some of our more adventurous packages, for example (and not by way of limitation) Horse Riding in Wild Wales, Outdoor Adventure Weekend are not without risks. You must be adequately fit and of an adequate proficiency indicated in accordance with the booking form to undertake the program set out in the Tour you have chosen. Your booking is accepted on the understanding that you realise the hazards involved in your chosen activity. You acknowledge that by the very nature of the activities you are exposed to an element of personal risk and that the activities are of a potentially hazardous and unpredictable nature above those associated with conventional holidays. You therefore accept and consent to the risks inherent in the implementation of this contract and accept as reasonable the limitations of the Company's responsibility as set out in these terms and conditions.

### **Accuracy**

We endeavour to ensure that all the information and prices provided on our advertising literature is 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 your booking is confirmed.

### **Jurisdiction and applicable law**

These Booking Conditions and any agreement to which they apply are governed in all respects by English law. We both agree that any dispute, claim or other matter which arises between us out of or in connection with your contract or booking will be dealt with by the Courts of England and Wales only.

### **If you cancel your booking**

If you have to, or wish to, cancel your booking, you must immediately contact us or your travel agent and then confirm your cancellation. The day we receive your notification of cancellation is the date on which your booking is cancelled. Since we incur costs in cancelling your booking, a cancellation charge will be levied as shown in the following table.

### **Cancellation charges**

Session 1 and Sessions 1 & 2:

Cancellations received by 7th May – Full refund

Cancellations received from 8th May – 100% charge (no refund)

Session 2:

Cancellations received by 15<sup>th</sup> May – Full refund

Cancellations received from 16<sup>th</sup> May – 100% charge (no refund)

## **Cancellations or changes by us**

It is unlikely that we will have to make changes to your booking arrangements but occasionally, as we make the arrangements for your bookings many months ahead, we may have to make changes both before and after bookings have been confirmed and/or cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we reserve the right to do so at any time. Occasionally we have to make a "significant change" such as a change of property to that of a lower standard, changing the departure time by more than 12 hours. If a "significant change" or cancellation of your booking becomes necessary, we will inform you as soon as is reasonably possible before departure. All other changes are treated as "minor" in which case we shall have absolute discretion as to whether you are notified. If we have to make a significant change or cancel your booking, and provided that there is time to do so before departure, we will offer you two options:

- a) Accepting the alternative booking arrangements as offered to you;
- b) Cancelling your booking (together with a refund of any sums paid).

Following our offer of the alternative booking arrangements, you must notify us of your choice within a reasonable time. If you fail to do so we will assume that you have chosen to accept the alternative booking arrangements.

The above sets out the maximum extent of our liability under this clause and we regret we cannot meet any expenses or losses you may incur as a result of inconvenience suffered.

## **Accident or Injury to Tour Guide**

If the tour leader is involved in an accident, or is unable to continue the tour for whatever reason, GTI Travel Group Ltd will endeavour to provide a replacement tour leader. In the event that a tour leader cannot be located, the participants may continue with the tour, maps and hotel details will be provided. The participants will receive a refund in relation to the diminution in value between the 'guided' tour and the 'mapped' tour.

## **Force Majeure**

Note on 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 any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure. We will follow the advice given by the Foreign Office.

## **Special Requests**

Any special requests must be advised to us at the time of booking e.g. diet, room location, a particular facility at a hotel etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. The fact that a special request has been noted on your confirmation invoice or any other documentation or that it has been passed on to the supplier is not confirmation that the request 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.

## **Disabilities and Medical Problems**

We are not a specialist disabled holiday company, but we will do our utmost to cater for any special requirements you may have. If you or any member of your party has any medical problem or disability which may affect your tour, please provide us with full details before we confirm your booking so that we can try to advise you as to the suitability of your chosen arrangements. Acting reasonably, if we are unable to properly accommodate the needs of the person(s) concerned, we will not confirm your booking or if you did not give us full details at the time of booking, we will cancel it and impose applicable cancellation charges when we become aware of these details.

## Complaints

If a problem occurs whilst you are on the tour, you must inform the tour guide immediately so that the matter can be put right. If the tour guide cannot resolve the problem to your satisfaction at the time, you must also contact us immediately by telephoning our offices, so that we are given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write to us at [info@internationalfriends.co.uk](mailto:info@internationalfriends.co.uk) within 28 days of return to the UK quoting the original booking reference and giving all relevant information. PLEASE NOTE: - Failure to take these steps will hinder our ability to resolve the problem and/or investigate it fully and in consequence, your rights under the contract may be affected. We regret we cannot accept liability for any claims which are not notified to ourselves and/or our suppliers strictly in accordance with this clause.

## Behaviour

All participants on the tour are expected to conduct themselves in an orderly and acceptable manner and not to disrupt the enjoyment of other participants. If in our opinion your behaviour or that of any member of your party is causing or is likely to cause distress, danger or annoyance to any of our other guests or any third party or damage to property, or to cause a delay, we reserve the right to terminate your booking arrangements with us immediately. In the event of such termination our liability to you and/or your party will cease and you and/or your party will be required to leave your accommodation or other service immediately. We will have no further obligations to you and/or your party. No refunds for lost accommodation or any other service will be made and we will not pay any expenses or costs incurred as a result of termination. You and/or your party may also be required to pay for loss and/or damage caused by your actions and we will hold you and each member of your party jointly and individually liable for any damage or losses caused by you or any member of your party.

## Our liability to you

(1) **In respect of Packages**, we will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel, Package Holidays and Package Tours Regulations 1992 as set out below. Subject to these booking conditions, if we or our suppliers perform or arrange your contracted holiday arrangements negligently, taking into consideration all relevant factors (for example following the complaints procedure as described in these conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday), we will pay you reasonable compensation. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.

(2) **In respect of Principal Single Component(s)**, we have a duty to select the suppliers of the services making up your booking with us with reasonable skill and care. We have no liability to you for the actual provision of the services, except in cases where it is proved that we have breached that duty and damage to you has been caused. Therefore, providing we have selected the suppliers with reasonable care and skill, we will have no liability to you for anything that happens during the service in question or any acts or omissions of the supplier, its employees or agents.

(3) In any event, 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:-

- the act(s) and/or omission(s) of the person(s) affected;
- the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable; or
- unusual or unforeseeable circumstances beyond ours or our supplier(s) control, the consequences of which could not have been avoided even if all due care had been exercised; or
- an event which either ourselves or suppliers could not, even with all due care, have foreseen or forestalled.

(4) **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**

### **(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 £25 per person in total because you are assumed to have adequate insurance in place to cover any losses of this kind.

### **(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 twice 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.

#### **(5) Claims in respect of international travel by air, sea and rail, or any stay in a hotel**

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.

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. 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.

(6) It is a condition of our acceptance of liability under this clause that you notify any claim to ourselves and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.

(7) Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to ourselves 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.

(8) Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description 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) any business losses.

(9) 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.

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 transportation for your travel arrangements. 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; and

(b) Any relevant international convention, for example the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of 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.

You can ask for copies of the transport companies' contractual terms, or the international conventions, from our offices at GTi Travel Group Ltd, Kent Innovation Centre, Broadstairs, Kent. Ct10 2QQ.

The promises we give to you regarding the services we have agreed to provide or arrange as part of the contract, and the laws and regulations of the country in which your claim or complaint occurred, shall be used as the basis for ascertaining whether or not the services in question have been properly provided. If the services in question which caused the claim or complaint complied with the local laws and regulations applicable to those services at that time, the services shall be treated as having been properly provided. Such shall be the case even if the services did not comply with the laws and regulations of the UK which would have applied if those services had been provided in the UK.

## **Prompt Assistance**

The Package Travel etc Regulations 1992 provide that in the event that you experience difficulty, such as force majeure, we will provide you with prompt assistance. Where you experience a delay which is not owing to any failure by us, our employees or sub-contractors, this prompt assistance is likely to extend to providing help in locating refreshments, accommodation and communications but not paying for them. Any 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 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.

## **Financial security**

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the package holidays booked and for your repatriation in the event of our insolvency. We are Participants of the International Passenger Protection Scheme. Our financial security will be provided by way of a bond. Further details are available upon request.

If you are booking with an agent or re-seller it is your responsibility to check they provide Financial Protection in accordance with Package Travel Regulations. Our financial cover only extends to clients or companies who have contracted directly with us. This means we cannot provide cover should your agent or re-seller experience financial difficulties or cease trading. In such circumstances, we would treat affected bookings as cancelled.

## **Passport, Visa and Immigration Requirements and Health Formalities**

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 [www.passport.gov.uk](http://www.passport.gov.uk)

Up to date travel advice can be obtained from the Foreign and Commonwealth Office, visit [www.fco.gov.uk](http://www.fco.gov.uk)

**Non British passport holders** 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. You agree to reimburse us in relation to any fines or other losses which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities.

## **Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on your package (unless offered for sale by us) are not part of your package holiday provided by 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.

## **DATA PROTECTION**

For the purposes of the Data Protection Act 1998 we are a data controller. In order to process your booking and to ensure that your travel arrangements can be properly performed we need to collect certain personal details from you. These will include, where applicable, the names and addresses of party's members, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. We must pass on your personal details to the companies and organizations who need to know them so that your holiday can be provided (for example your airline, hotels, transport companies,

credit/debit company or bank). The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or otherwise as required by law. Where you provide us with personal details such as those mentioned above, you consent to this information being used as described above. We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. We have appropriate security measures in place to protect the personal details you give us. We may have to pass your details to organisations outside the European Economic Area, (EEA), controls on data protection in these places may not be as strong as the legal requirements in this country. You are generally entitled to ask us (by letter or e-mail) what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed.