

## GODOLPHIN CULINARY TOURS

### Terms and Conditions of Booking

#### **1. Tour Reservation**

Before a booking can be accepted we must receive a signed booking form. On receipt of the necessary documentation we will advise you that your booking has been accepted.

#### **2. Payment and Deposits**

- a. The full amount of the tour must be paid at the time of booking and no later than 5 days before the date of the tour.
- b. All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.

#### **3. Cancellation by you**

Cancellation must be in writing to us (email is not acceptable). All payments will be refunded to you, less cancellation charges as follows which are based on the number of days prior to the tour start we receive notice of cancellation:

- |                    |                                    |
|--------------------|------------------------------------|
| ➤ 75-31 days       | 30% of total tour price forfeited  |
| ➤ 30-15 days       | 50% of total tour price forfeited  |
| ➤ 14-7 days        | 75% of total tour price forfeited  |
| ➤ less than 7 days | 100% of total tour price forfeited |

These have been calculated to represent fair compensation to us.

#### **4. Transfer of bookings**

If you are prevented from participating in the tour you may transfer your booking to another person if you wish [provided that such other person satisfies our conditions as to health and fitness and any other specific conditions imposed on that tour and] provided [also] that you give us reasonable notice of the transfer before the departure date. In this case both the transferor and the transferee will be jointly and severally liable to us for payment of the price or the balance, any additional costs arising from such transfer and/or any cancellation charges that may arise.

#### **5. Health, Fitness and special dietary requirements**

- a) Most of our tours involve some degree of walking and although this will generally not be arduous, a basic level of health and fitness is required. We therefore accept bookings on the basis that every person going on a tour is in normal good health. If you have any doubt as to the health or physical ability of you or any member of your party you should raise them with us before booking and we can then discuss the appropriateness of the booking and whether any special arrangements can be made.

- b) If you have any special dietary requirements you must make us aware of them before booking and we can then discuss the appropriateness of the booking and whether any special arrangements can be made. We reserve the right to refuse to accept a booking if it is impossible for us to accommodate specific dietary needs.
- c) It is your responsibility to inform us of any health or other limitations and failure to do so before booking will be taken as an assurance that you and your party are in normal good health.

## **6. Complaints**

In accordance with clause 15(9) of the Package Travel, Package Holidays and Package Tours Regulations 1992, if you wish to make a complaint in connection with the provision of services under this contract you must do so at the earliest opportunity in writing or any other appropriate form both to the provider of those services and (if we are not the direct provider of those services) to us and you must do this at the place where the services concerned are supplied. If you do not do this you may lose any right to compensation.

## **7. Insurance**

- a. We strongly advise that all our clients take out adequate travel insurance to cover cancellation, illness and accident and we recommend insurance for personal belongings.
- b. Under the terms of this Agreement you are covered under our insurance for any loss of money paid by you to us under this Agreement if we become insolvent and are therefore unable to provide you with the contracted tour.

## **8. Our Liability**

We shall not be liable to you or any member of your party for death, injury or loss or damage to property unless due to the negligence or other failure by us or by another provider of services to you under this Agreement to properly perform our obligations under this Agreement or under the general law. In the case of damage other than personal injury resulting from the non-performance or improper performance of our obligations under this Agreement compensation will be limited to £1,000,000 or such lesser amount as shall be the upper limit of cover under our insurance policy from time to time. Please apply to us for an up-to-date figure.

## **9. Changes**

Although it is unlikely that we will have to make any changes, we reserve the right to alter a tour itinerary, for example due to bad weather or similar considerations or for any other reason at any time. Clauses 12 and 13 of the Package Travel, Package Holidays and Package Tours Regulations 1992 shall not apply.

## **10. Cancellation by us**

We reserve the right to cancel a booking or a tour at our discretion, for example where the number of people who agree to take it is insufficient. In this case we will refund in full any monies already paid to us for the trip.

**11. Force majeure**

Other than as set out in this clause we shall be under no liability to you or any member of your party in respect of anything which, apart from this provision, may constitute a breach of this Agreement arising by reason of force majeure, namely circumstances beyond our control which shall include (but not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, any act of terrorism, embargo, riot, civil commotion, including acts of local government and parliamentary authority, breakdown of equipment, labour disputes or any other cause beyond our reasonable control of whatever nature and whatever cause arising. In the event of a force majeure event arising we will refund any money you have paid in full if the tour is cancelled before commencement or consider making a proportional refund at our absolute discretion if the tour has to be cancelled once underway or some of the services provided by us under this Agreement have to be withdrawn or curtailed in any way.

**12. Entire Agreement**

This Agreement with any brochure and quotation provided constitute the entire agreement between the parties and supersedes any prior agreement or arrangement between the parties except in respect of bookings already confirmed by us before the date of this Agreement, in which case any prior agreement or arrangement shall apply to those bookings.

**13. Governing Law**

This Agreement is governed by the laws of England and Wales and both parties agree to submit to the jurisdiction of the English courts at all times.

On behalf of myself and/or everyone in my party I understand and accept the booking conditions above.

Signed..... Date.....  
*1<sup>st</sup> Signature*

Signed..... Date.....  
*2<sup>nd</sup> Signature (where appropriate)*