

## Glossary of terms used:

"Holiday" or "Tour" means the Holiday or Tour booked by you or any person on your behalf.

"Customer"; "You"; "Your" means the customer or organised group booking the holiday with the Operator.

"Operator"; "Us"; "Our"; "We" means Success Tours Ltd. and its trading brands.

"Agent" means any travel agent through whom your booking with Success Tours is made.

"Suppliers" refers to Suppliers of the services provided to you during your holiday which may include (but not limited to) airlines, other transportation providers, accommodation providers, tour operators, ground handlers, guiding services and visitor attractions.

"Force Majeure" is defined as any unusual and/or unforeseeable circumstances, which are beyond the control of Success Tours, the consequence(s) of which could not have been avoided even if all due care had been exercised, including (but not limited to) war or threat of war; riot; industrial dispute; civil or political unrest; government action; natural or other disaster; terrorist activity; weather conditions; closure of airports; fire; flood; re-scheduling or cancellation of flights by an airline and all similar events outside our control.

"Major Change" includes the following when made before departure, change of:

- Destination or resort area for the whole or a major part of your holiday
- Accommodation to a lower standard (based on local/official classification) for the whole or a major part of your holiday
- UK departure airport (excluding change of London airports and between regional airports within reasonable proximity, for example, but not limited to Birmingham International & East Midlands airports and Manchester & Liverpool airports)
- The overall length of your holiday of 24 hours or more

Your holiday is operated by us, the Operator. We accept bookings subject to the following booking terms and conditions which apply to you and all other persons on whose behalf the booking is made:

### 1. Your Contract with Us:

When a booking is made, or after we receive your booking form, along with your non-refundable deposit, subject to the availability of arrangements, we will issue you (or your tour organiser) a confirmation invoice or receipt at which stage a binding agreement is formed between you and us in accordance with these terms and conditions. We reserve the right to refuse to accept any booking for any reason.

### 2. Payment for Your Holiday

If we do not receive the required deposit (in cleared funds) with your booking, your booking will not be accepted. If the booking is made within 8 weeks of the date of travel, then full payment is required at the time of booking. The balance is due on the date specified on your confirmation or no less than 8 weeks prior to departure. If the balance is not paid within this period, we will treat this booking as cancelled and the appropriate cancellation charges will apply. Any and all payments received by our Agents are held on behalf of the Operator.

We accept payment by bank transfer, cheque, debit card and most major credit cards.

### 3. Holiday Price:

We endeavour to ensure that the most up to date and accurate prices appear on our website and other marketing material, including brochures, flyers and e-marketing. We reserve the right to raise or lower prices at any time. In the event of becoming aware of an incorrect price due to error, either before or after the time of booking, we will notify you as soon as is reasonably possible. We reserve the right to cancel the booking if you do not wish to accept the price which is actually applicable to the holiday.

In respect of packages, the prices quoted at the time of booking are based upon known costs and exchange rates. The holiday price may increase due to increased transportation costs, fuel surcharges, government or local authority taxes, port or airport taxes and embarkation or disembarkation fees at ports and airports. We will absorb any increase in the price equivalent to 2% of the holiday price, excluding holiday insurance premiums. If your holiday cost increases by more than 10% (excluding insurance premiums) after your booking has been accepted, but not less than 30 days before the departure date, we will notify you of this immediately. In these circumstances, you may be able to alter your booking, subject to availability, or you have the option to cancel your booking and obtain a full refund. Should you decide to cancel for this reason you must let us know in writing within 14 days of receiving notification of the increase in the price. Prices have been calculated to include the UK Government's Air Passenger Duty, however reductions or increases may apply at the time of booking.

### 4. If We Change Your Booking:

The arrangements for your holiday are often made many months in advance and it may sometimes be necessary to make reasonable amendments to your holiday arrangements. If a Major Change is made, we would at all times advise you or your Agent as far in advance as possible. When a Major Change is made, you may either accept the alteration, accept a suitable substitute package, subject to availability, or cancel your booking altogether and claim a full refund, provided we have written notification from you within 7 days of the date on which we notified you of the alteration. In the event that you decide to cancel the booking, we will pay the following compensation amounts on a per passenger basis. Payments relate to the amount of time prior to departure that the notification is received by you, or your Agent:

- More than 56 days before departure Nil
- 43-56 days before departure £10
- 29-42 days before departure £15
- 15-28 days before departure £20
- 0-14 days before departure £25

We shall not be liable for any changes either before departure or during the holiday as a result of Force Majeure. In this event, we will offer you suitable alternative arrangements, subject to availability or refund the monies you have paid to us if you do not travel, but we will not pay you compensation. In the event of a Force Majeure event after departure, it may be necessary to amend or terminate your arrangements. If this situation does occur, we will be unable to make any refunds (unless we obtain any from our Suppliers), pay compensation or meet any costs or expenses you might incur as a result. Where the holiday is part of an advertised group tour, compensation will not be paid where the holiday has been cancelled because the minimum number of persons required to operate the tour has not been achieved.

#### **5. Flights & Ferries - Carriers & Timings:**

Due to the way some Suppliers only load seats and capacity, it is possible that flight and ferry carriers may not be known at the time of booking and timings cannot be guaranteed, they are for guidance only. Where we are only able to inform you of the likely carrier(s) and/or timings at the time of booking, we shall inform you of the identity of the actual carrier(s) and scheduled timings as soon as we become aware of this. Scheduled departure times or the scheduled departure terminal may be changed by the carrier between publication and the actual date of travel in accordance with the carrier's terms and conditions of carriage. Carriers do not guarantee times and terminals and therefore we are unable to guarantee times and terminals to you, but we will inform you of any changes as soon as we are made aware. Carriers and timings may also need to be changed due to regulatory authority requirements, weather conditions, maintenance or technical reasons, which may have an impact on the ability for you to check in or board on time. Sometimes delays cannot be avoided, but because we do not operate any transport services ourselves, such matters are at the sole discretion of the carrier concerned. Any change in carrier(s) or timings will not entitle you to cancel or change to other arrangements without paying our normal charges.

#### **6. If You Change Your Booking:**

In the event that you wish to make changes to your booking, please contact us directly. We will make every effort to accommodate these changes but we cannot guarantee that it will be possible. If you are unable to travel, it may be possible to transfer your booking to another person who satisfies the appropriate conditions, provided that you give us notice in writing of your intention to transfer the booking at least 30 days before the date of departure. An administration charge of £50.00 per person may be made for any changes requested by you. Subject to availability, only one change of departure date, per booking may be permitted. Any further change in departure date will be treated as a cancellation and full cancellation charges will apply. Note: Certain arrangements may not be amended after they have been confirmed, e.g. tickets to scheduled events, and any alteration may incur a cancellation charge of up to 100% for that part of the arrangement(s).

#### **7. Cancellation by You:**

If you wish to cancel your booking for any other reason other than as a result of additional costs being charged or alterations being made by us, you may do so subject to the following conditions:

- You must immediately notify us/your Agent in writing.
- Cancellation is effective from the date upon which we receive notice of cancellation. If we receive this more than 56 days (8 weeks) before the date of departure, your deposit will be forfeited. If we receive notice of cancellation after this time you will be responsible for the following cancellation charges (shown as a percentage of the total holiday price) based upon the time when we receive your cancellation:

More than 56 days before departure Loss of Deposit

43-56 days before departure 30% (or loss of deposit if greater)

29-42 days before departure 60% (or loss of deposit if greater)

15-28 - days before departure 90%

14 days or less before departure 100%

- In the event that you cancel part of your booking, you will be liable to cover the cost of any under occupancy supplements that may arise.
- Please note, in the event of group tours, if only some members of your party cancel, in addition to incurring the applicable cancellation charges, the holiday cost will be recalculated for the remaining travellers.
- No refunds will be made for tickets or services which have been booked but have not been used
- No refunds will be made for insurance premiums
- Where a refund is permitted, this will be made by the same method of payment used to make the purchase except in the case of a cash sale which will be refunded by cheque, an appropriate bank debit/credit card or by bank transfer. We will deduct any cancellation charges which are payable before crediting any refund to you. Please note that no refunds will be made until after the completion of your tour.

Please note: if the reason for your cancellation is covered under the terms of your travel insurance policy, it may be possible for you to reclaim these charges from your travel insurance provider.

#### **8. Cancellation by Us:**

Occasionally it may be necessary or preferable for us to cancel your holiday. This may be done where it is in your best interests or there is a failure to achieve the minimum number of people required to operate the tour. However:

- We will not cancel your holiday after the date when payment of the balance is due unless it is necessary to do so as a result of a Force Majeure event or you are in default of the payment terms referred to in these terms and conditions.
- We will not cancel your holiday after the date when payment of the balance is due unless it is necessary to do so as a result of a Force Majeure event or you are in default of the payment terms referred to in these terms and conditions.
- If we cancel your holiday at any time as a result of a Force Majeure event, we will inform you, or your Agent, as soon as possible and will offer

you the choice of an alternative holiday of at least comparable standard, or of lower quality and refund the difference, or offer a refund of all monies paid less a reasonable amount to cover our administrative expenses.

- If we cancel your holiday because you failed to pay the balance due, you will be liable for the cancellation charges referred to in these terms and conditions.

### **9. Our Responsibility to You:**

We accept responsibility for those arrangements of your holiday which are wholly within our control and therefore accept liability for the negligence of our employees, Agents or Suppliers. We will take all reasonable steps to ensure that proper arrangements are made for all holidays and that the service(s) provided by our Suppliers during your holiday are efficient and reputable. We accept liability for the proven negligent acts and/or omissions of our employees, Agents, Suppliers and sub-contractors whilst acting in relation to your holiday arrangements.

Although we have no direct control over the provision of these services to clients by these Suppliers, subject to the provisions below, we will pay you the appropriate damages in respect of any personal injury, including illness or death, caused by the proven negligent acts or omissions of our employees, Suppliers or sub-contractors who are engaged in the provision of any part of the arrangements for your holiday unless such injury, illness or death is not our fault or that of our Suppliers and it is attributable to:

- you or a member of your party, or
- a third party who is not expressly connected with the provision of services by us to you, or
- a Force Majeure event which we could not have foreseen or was beyond our control and could not have been avoided

Our liability in respect of carriage by air or sea is limited to the terms of the international conventions covering sea or air travel. Some of these conditions exclude or limit liability and may be the subject of international arrangements between countries.

For all damage other than personal injury, illness or death resulting from the poor or improper performance of your holiday, our liability will be limited to a maximum of twice the cost of your holiday.

We will make payments as stated above provided that you:

- inform us of any claim for personal injury within 3 months of return from your holiday
- assign to us any rights against a supplier or any other person or party you may have relating to a claim
- agree to cooperate fully with us should we or our insurers wish to enforce those rights which have been assigned to us. This assignment is to ensure that we can recover any money paid to you. We do not intend to profit from this assignment and should we recover more than the compensation and associated costs, any excess will be paid to you. In addition to the services we contract to provide, we or our Suppliers may provide an introduction to other services during your holiday, including local excursions, activities and events. These other services do not form part of the package holiday or services we are contracted to supply and these terms and conditions do not apply. In these circumstances the contract will be between you and the supplier of the relevant service or event. We will act with all due diligence, but cannot accept liability for the provision of these services in any way.

### **10. Your Responsibility**

When you book a Holiday with us, you accept responsibility for your own conduct and that of your party. If we, or any other person in authority, is of the 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 will be entitled to terminate your holiday or that of the person(s) concerned. The person(s) concerned may be required to leave the accommodation or other service and we will have no further responsibility to them including any return travel arrangements. No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination. 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 paid directly and 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.

### **11. Passport, Visa, Health and Other Travel Requirements:**

Although we will endeavour to provide you with information about passport and visa requirements and information about any health formalities which are required for your journey and your stay, it is your responsibility to ensure that all immigration requirements are met and that you have a full valid passport and visa (where applicable) for the full length of your holiday and satisfy any other requirements of the countries you are travelling to or through. All costs arising out of your failure to fulfil any requirements must be met at your own expense, including cancellation charges set out in these terms and conditions.

Please note that, very occasionally, a last minute change may entail entering an additional country and you must ensure that you are able to satisfy any requirements of this additional country. It is mandatory for anyone travelling to or transferring through the US under the Visa Waiver Program, to obtain approval to travel no later than 72 hours prior to travel by completing an online process ESTA (Electronic System for Travel Authorisation) scheme.

You must advise us at the time of booking if you have any existing medical conditions or disabilities that could affect our provision of your holiday, or if any such conditions or disabilities are diagnosed before the departure date. We cannot accept liability for any loss arising as a result of your failure to inform us of such a condition.

You are responsible for the safe keeping of travel documents including any tickets issued to you. You must retain all travel documentation and tickets for the duration of your journey and produce these as requested by our Suppliers. We do not accept liability if you are unable to travel or receive the services included in your holiday because you do not have the correct documents.

## **12. Special Requests:**

Special requests should be made at the time of booking. We will try to accommodate any reasonable requests and pass them on to the relevant supplier, but we are unable to guarantee that all requests will be met. If we are unable to meet any special request this will not be a breach of contract on our part unless the request has been specifically confirmed in writing as such.

## **13. Claims & Complaints:**

If it materialises that a significant proportion of your holiday is not or cannot be provided after the date of departure, we will, wherever possible, make suitable alternative arrangements at no extra cost to you and, where appropriate, we will compensate you for any reasonable difference between the holiday when booked and that which is actually supplied. Should you have a complaint for any reason during your holiday, please advise our Suppliers immediately so that they may do their best to remedy the situation during your holiday. If you are in difficulty, are unable to contact the Supplier or are unable to remedy the matter with our Supplier, please contact us, using the 24-hour helpline number. Failure to notify us of any complaint or failure to supply at the time may affect your ability to claim from us. All complaints must be submitted to us in writing within 28 days of returning from your holiday, providing your booking reference and all other relevant information of the matter raised. Complaints received more than 28 days after returning from your holiday will not be considered.

## **14. Bonding and Financial Protection**

If your holiday is by air it is fully protected and bonded with the CAA under our ATOL licence. When you buy an ATOL protected flight or flight inclusive holiday 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. 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 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). 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 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." The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Success Tours Ltd, membership number 5404, and in the event of their insolvency, protection is provided for the following: 1) Non-flight packages and 2) Flight inclusive packages that commence outside of the EEA, which are sold to customers outside of the EEA. ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if you are abroad. Please note that bookings made outside the EEA are only protected by ABTOT when purchased directly with Success Tours Ltd. In the unlikely event that you require assistance whilst abroad due to our financial failure, please call ABTOT on 020 7065 5311 (during office hours Monday to Friday) or their 24/7 helpline on or 01702 811397 and advise you are a customer of an ABTOT protected travel company. You can access The Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukxi/2018/634/contents/made>

## **15. Insurance:**

Travel insurance is an essential part of your holiday and it is a condition of booking with us that you take out appropriate travel insurance. If you do not purchase insurance through us, you must arrange your own travel insurance covering at least medical expenses, injury, death, repatriation, curtailment and cancellation. You must ensure that your insurer is aware of the type and location of travel to be undertaken and advise us of your insurer's name and policy number. If you do not take out appropriate travel insurance we reserve the right cancel your booking with us or you may be required to complete an insurance waiver form.

## **16. Data Protection and Privacy:**

In processing your booking and travel arrangements, it will be necessary to keep personal details – name, address, passport details, contact information, dietary requirements etc. – on file and pass those details on to the relevant Suppliers of your travel arrangements. We collect information about visitors to our website for reporting purposes, to improve content and to assist in the servicing of bookings. We would also like to hold the personal information collected by us, including any email addresses, for our own marketing purposes. Should you not wish to receive such approaches in future, please inform us. We comply with current data protection legislation in force and we take all reasonable measures, including the reliability of our employees involved in processing personal data, to ensure that proper security measures are in place to protect your personal information and measures to destroy your personal information when no longer required. Your privacy is respected and we undertake not to share or disclose your personal information for marketing or any other purposes to third parties without your consent or unless we are required to do so by law.

## **17. Jurisdiction:**

This contract shall be governed and construed in accordance with the laws of England and Wales and the sole jurisdiction of the English Courts. Registered in England: company number 476847. Registered Office: 14, New Hythe Lane, Larkfield, Aylesford, Kent ME20 6AB UK

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