



Terms and Conditions and Fair-Trading Agreement

Our Fair-Trading Agreement and Tour Information sets out clearly and simply the responsibilities which we at Floral Tours have to you and which you in turn have to us when a contract is made between us. The contract is made when you make a booking and we accept it by written confirmation on the terms set out in the leaflet. When signing the Booking Form for your tour you will sign on behalf of yourself and the others named in your party, that you have read, understood and have accepted this Fair Trading Agreement and the Tour Information provided in this document. Your obligation is to pay the price of the tour and recognise your liabilities if you wish to alter the tour booking or have to make a cancellation. On our part we have obligations to provide you with the tour you have booked. Our specification of that tour and our terms are clearly stated in this document. Your contract is entered into with Floral Tours. Any other subsidiary companies of Floral Tours involved in the booking or management of your tour shall be deemed to act as our agents. These Terms and Conditions and Fair-Trading Agreement applies to all tours.

Our Promise to You

1. WE RESERVE YOUR TOUR

When you have provisionally confirmed your place on the tour of your choice, a confirmation/invoice will be forwarded to you as soon as possible after receipt of your signed Booking Form and deposit and the contract is made between us when you receive this confirmation.

2. YOUR TOUR PRICE

Tour prices include all coach travel, hotel accommodation and meals as specified in the itinerary or tour description and VAT where applicable. Morning coffee, afternoon tea and other refreshments are **NOT** included unless specifically stated in the itinerary. Gratuities to hotel staff, drivers and tour managers are discretionary. Our prices were fixed at the time of quotation and we guarantee that there will be no surcharges arising from currency fluctuations or any normal cost increases unless the quotation states otherwise. The only exception to this price guarantee is any additional or new charge of tax imposed by UK or foreign government bodies, which significantly affect tour costs. Even in this case we will absorb an amount equivalent to 2% of the tour price before making any surcharges.

3. IF WE CHANGE YOUR TOUR

The arrangements for tour are usually made many months in advance and changes are sometimes unavoidable. Most of these changes are, however, very minor, but where they are significant, we will notify you as soon as reasonably possible before your departure date. A "significant change" is one that involves changing your departure date; departure point; destination area or reducing the quality of your main hotel. Changing the location of an overnight hotel does NOT constitute a significant change. In the event of a "significant change" you may decide to: (A) Continue with your tour as amended; (B) Accept an alternative tour or Tour Voucher, valid for three years, which we may offer you; (C) Cancel your booking and receive a refund of monies paid by you less any costs that may have been incurred if the change in your tour has been influenced by war or threat of war; riots; civil strife; terrorist activity; industrial disputes; natural or nuclear disasters; fire; epidemic or health risk; technical problems to transport; closure or congestion of ports or similar events beyond our control; (D) Request a Tour Voucher valid for three years.

No other claims for compensation or expenses will be considered.

4. IF WE CANCEL YOUR TOUR

We never like to cancel any tour and disappoint you but, should insufficient bookings be received, we reserve the right to cancel your tour. If this should occur, we will return to you all the monies you have paid to us or offer you a suitable alternative tour date. However, we will endeavour not to cancel your holiday (**but do not guarantee**) less than 4 weeks prior to your departure date unless: (A) You have not paid for your tour in full or (B) Your tour is influenced by war or threat of war; riots; civil strife; terrorist activity; industrial disputes; natural or nuclear disasters; fire; epidemic or health risk; technical problems to transport; closure or congestion of ports or similar events beyond our control. If we must cancel your tour at any time, we are liable only for any monies you have paid to us at the time of cancellation less any cost that may have been incurred.

5. WHAT HAPPENS TO COMPLAINTS?

All complaints that are received are thoroughly investigated and customers kept informed at every stage of the investigation. Sometimes these investigations can take time awaiting response from our suppliers. We can normally agree an amicable settlement of the very few complaints we receive.

6. OUR RESPONSIBILITY TO YOU

We accept responsibility for ensuring that all component parts of your tour as described in the description are supplied to you to a reasonable standard. If any such part is not provided in the advertised manner, we will pay you reasonable compensation unless the non-provision was due to circumstances which we could not predict and which were beyond our control, such as adverse weather, road or traffic conditions or matters referred to in paragraph 4 (B) above. For all claims other than death or personal injury, which result from non-performance or improper performance of the contract by us, our liability to each claimant is limited to the total cost of the tour per person.

7. PERSONAL INJURY

(Whilst participating in arrangements by us); We have taken all reasonable steps to ensure that proper arrangements have been made for all the tours which are detailed in the quotation and that the suppliers of all the Floral Tours – Private and Confidential

services are efficient, safe and reputable and that they comply with the local and national laws and regulations of the country in which they supply those services. Whilst we have no direct control over the provision of services to you by us or subcontracted by us to provide any part of the arrangements for your tour as described in the itinerary where such failure or improper performance is due to fault of such person and not an event which such person could not foresee or forestall even if they had taken due care. NB: We will make payments as stated above provided: (A) That claims for personal injury are notified to us within 3 months of the conclusion of your tour. (B) The injured client(s) assign to Floral Tours any rights against a supplier or other person or party they may have relating to the claim. (C) They agree to co-operate fully with us should we or our insurers wish to enforce those rights which have been assigned to us or to which we are subrogated and – (D) such payment is limited in the case of transport by water or air to a maximum of such sum as would be obtained under the provisions of the appropriate International Conventions. This assignment is necessary to enable us to try and recover from suppliers any compensation we have paid to clients, and associated costs, arising from personal injury to clients caused by the fault of those suppliers. If we recover more than such compensation and costs, any excess will be paid to the injured client(s).

8. PERSONAL INJURY

(Unconnected with arrangements made by us): - Where appropriate and subject to our reasonable discretion, we will afford general assistance to clients who through misadventure suffer illness, personal injury, or death whilst travelling with Floral Tours, on one of our tours, arising out of an activity which does not form part of the advertised itinerary nor part of an excursion offered through the Company, and which is the responsibility of a third party.

9. HOTEL AMENITIES

Such amenities as described on the appropriate tour itinerary will normally be available for the enjoyment of our clients, sometimes with a small charge. Please remember that some amenities (e.g. hotel lifts, swimming pools etc), require servicing and cleaning and may not therefore be available at all times. Some services may be affected by weather conditions and their availability is entirely at the discretion of the provider of the service. We cannot be held liable if these facilities are unavailable for any reason. Entertainment provided by hotels is often subject to demand and its nature and/or frequency may be varied if there is a lack of demand or insufficient numbers staying in the hotel.

10. THE PUBLISHED RUNNING TIMES

of services are estimates only and we will not be liable for any loss (howsoever caused) arising from delay or failure to operate services in accordance with published timings.

Your Contract with Us

Your Promise to Us

1. YOU PAY A DEPOSIT

When you make your booking you must complete a booking form, accepting on behalf of all your party the terms of this Fair Trading Agreement, and pay a deposit of **£50.00** per person on all coach tours or the appropriate deposit as specified on the booking form.

2. YOU PAY THE BALANCE

The balance payment of the tour must be paid via the office at which you made your booking at least six weeks for UK tours and eight weeks for Continental tours before the tour departure date. If you book within the applicable balance due period, you must pay the full tour cost at the time of booking. If the balance is not paid on time, we reserve the right to cancel your tour, retain your deposit, and apply cancellation charges set out in paragraph 4 'If you cancel your tour'.

3. IF YOU CHANGE YOUR BOOKING

If, after our confirmation has been issued, you wish to change to another tour of our current year's selection or change departure date we will do our utmost to make the changes, provided that written notification is received at our offices from the person who signed the Booking Form not later than the date on which the balance of the original tour cost was due for payment. This must be accompanied by a payment of **£10.00** to cover administration costs. Any alteration by you made later than the original balance date will be treated as a cancellation of the original booking and will be subject to the cancellation charges set out below. Other alterations such as the addition of requests or change of pick-up point that require a reconfirmation to be issued must be notified with the charge of **£10.00** to cover administration costs.

4. IF YOU CANCEL YOUR PLACE ON A TOUR

You, or any members of your party, may cancel your tour at any time provided that the cancellation is made by the person signing the Booking Form and is communicated to us in writing via the office at which you made your booking. As this incurs administration costs, we will retain your deposit and, in addition, apply cancellation charges up to the maximum shown below:

Period before departure within which written cancellation is received:	Amount of cancellation charge:
MORE THAN 42 DAYS	DEPOSIT ONLY
42 TO 29 DAYS	30%
28 TO 22 DAYS	45%
21 TO 15 DAYS	60%
14 TO 8 DAYS	90%
7 DAYS OR LESS	100%

Alternatively, you have the right to transfer the booking to another person provided that they satisfy all the conditions applicable to the package and as long as you give the Company at least seven days' notice of your intention to do so. Both you and the person to whom you transfer the booking will be responsible for the payment of any outstanding monies and in addition there will be an administration charge of **£25.00** per passenger to cover cost incurred.

NOTE: If the reason for cancellation is covered under the terms and conditions of an insurance policy, you may be able to reclaim these charges.

5. IF YOU HAVE A COMPLAINT DURING A TOUR

If you have a complaint during your tour, please inform your tour manager or representative who will do his/her utmost to resolve the problem immediately. In almost all cases difficulties can be rectified on the spot and it is not possible to correct most hotel problems after the completion of your tour. Consequently, any such complaint cannot be investigated if no prior notice is made to our tour manager or representative and no claims will be entertained under these circumstances.

If the matter cannot be put right on the spot, you must notify us in writing within 28 days of the completion of your tour and this must be sent to The Customer Relations Manager, Floral Tours, Regency House, 3 Princes Street, Queen Square, Bath BA1 1HL and must quote your booking reference number, tour destination and departure date. Failure to establish your complaint immediately in accordance with the above procedure may affect the outcome of it.

6. STATUTORY AUTHORITIES

The tour leaflet is issued subject to applicable Acts of Parliament and Government Regulations and the Company reserves the right to modify itineraries to conform with requests from the competent authorities in the United Kingdom and any other sovereign state through which the tours run.

7. CONDITIONS OF CARRIAGE

When you travel on an aircraft, train or ship, the conditions of carriage of that carrier apply and are subject to National and International conditions which may limit or exclude liability. Your contract made under the terms of this Fair-Trading Agreement is subject to English (Scottish) law and jurisdiction. Coach journeys are operated by vehicles other than those owned by Floral Tours and the specification may be different to that detailed in the leaflet. The Public Service Vehicles (Conduct of Drivers, Conductors and Passengers) Regulations as amended 1990, apply to all coaches throughout any tour in the United Kingdom.

8. OTHER TERMS

On a tour you may not: (a) Bring a pet or any other animal. (b) Play a radio, cassette, compact disc player, MP3 player or DVD in a manner that could cause irritation or annoyance to your fellow passengers. (c) Utilise a mobile telephone. (d) Smoke on board a coach.

Floral Tours reserves the unconditional right to refuse a booking or terminate a client's tour in the event of unreasonable conduct which in Floral Tours opinion is likely to cause damage, distress, danger or annoyance to other clients, employees, property or to any third party. If you are prevented from travelling or continuing your tour by such a termination Floral Tours responsibility for your tour thereupon ceases. Full cancellation charges will apply, and Floral Tours will be under no obligation for any refund, compensation or loss which you may incur. You are responsible for ensuring that you are at your home or designated departure point at the correct time, and we cannot be liable for any loss or expense suffered by passengers because of their late arrival at any departure point. Excursions are included in the price of most tours and refunds cannot be made for passengers not wishing to go on these excursions.

9. TOUR INSURANCE

It is a condition of your contract with Floral Tours, you should take out adequate insurance cover to cover you for cancellation, illness, personal injury, or death during the course of your tour.

10. PASSPORTS AND VISAS

For all continental tours and tours to Jersey by air, you will require a full 10-year British Passport. If you have any doubts about your status as a resident British subject or you do not hold a full British Passport, you must check with the Embassies or Consulates of the countries to be visited to confirm the passport or visa requirements needed in your particular circumstances. **We cannot accept responsibility if passengers are not in possession of the correct travel documents and we cannot entertain any refunds in respect of tours uncompleted and/or any additional expenses incurred.**

11. HEALTH

Under normal circumstances most Western European Countries do not require visitors to be vaccinated. However, we will indicate any known vaccination or health requirements where possible for each country to be visited. If you are not sure of the health requirements of the country you are visiting, you are advised to check with your doctor before travelling.