

## **TravelBee/Arctic Direct Terms and Conditions**

TravelBee/Arctic Direct [The Company] accepts bookings for their tours and tours run in conjunction with other operators subject to the following conditions. Please read them carefully as they set out our respective rights and obligations. In these booking conditions, "you" means all persons named on ANY booking [including anyone who is added or substituted at a later date]. "We" means TravelBee/Arctic Direct

### **1. Making Your Booking**

You may book by telephone, email or post with TravelBee/Arctic Direct. The first named person on any booking will be treated as the tour party leader.

The tour party leader must be at least 18 and must be authorised to make the booking on the basis of these booking terms and conditions by all persons named in the booking. All communications and travel documents will be sent to the tour party leader (not individual tour party members) who will be responsible for passing them on to other members of their tour party.

### **2. Securing a Booking:**

In order to secure any booking for a chosen tour/ holiday, a deposit of 25% or amount specified in itinerary for tailored tours is required. All deposits are non-refundable. The balance of all tour/holiday costs must be received by us not less than 8/10/12 weeks prior to departure subject to Clients itinerary. If we do not receive all payments due in full and on time, we reserve the right to treat your booking as cancelled by you. In this case the cancellation charges set out in section 6 of these terms and conditions will apply. Tour party leaders are responsible for organising all payments due to us. Reminders are not sent.

### **3. Confirmed Bookings:**

A booking is accepted and becomes definite from the date when the company has received all of the required booking details, and received at least a deposit payment for each tour party member. A payment receipt is issued at this time and these terms and conditions then immediately become effective forming the booking contract. The contract is between the Company and the Client, being any person travelling or intending to travel on a tour operated by the Company. English law governs this contract and all matters arising out of it. Any dispute, claim or other matter, which arises out of or in connection with this contract or your tour/holiday, will be dealt with by the Courts of England and Wales only. Changes to these booking terms and conditions will only be valid if agreed by TravelBee/Arctic Direct in writing. The Company or their agents reserve the right to decline any booking at their discretion. All itineraries and booking confirmations should be checked thoroughly as we accept no responsibility for errors on documentation which is not immediately brought to our attention.

### **4. Brochure & Tour Cost Accuracy:**

Please note, the information and prices shown in any TravelBee/Arctic Direct Advertising, website or published brochures may have changed by the time you come to book your tour / holiday. Whilst every effort is made to ensure the accuracy of information and prices at the time of printing, regrettably errors do occasionally occur. We reserve the right to correct errors in both advertised and confirmed prices. We will do so as soon as we become aware of the error. You must therefore ensure you check all details of your chosen tour / holiday (including the price) with us at the time of booking.

### **5. Changes to a Booking:**

If any member of the party is prevented from travelling because of the death, injury or serious illness of the passenger or a close relative, redundancy or jury service, it may be possible to transfer the booking to another person provided that written notice is given. An administration fee of £25 will be levied, plus any costs imposed by the Companies suppliers. These may be substantial for some flight bookings.

### **6. Cancellations:**

Should the tour party leader, or any member of the tour party wish to cancel their booking, the Company requires written notification. The notice of cancellation will only

be effective when we receive it in writing at our offices. The deposit on all tours / holidays is non-refundable and shall be forfeited to the Company. As we incur costs from the time we confirm your booking, and may be unable to re-sell your holiday, the following cancellation charges will be payable.

These will be calculated from the date written notification is received by the Company as a percentage of the total tour price:

**FLIGHT / AGENT / CHRISTMAS TOUR**

Less than 12 weeks notice 25% of tour fare

Less than 10 weeks notice 50% of tour fare

Less than 8 weeks notice 100% of tour fare

If a Client fails to join a tour or joins it after departure, or leaves a tour prior to completion, no refund can be made. Depending on the reason for cancellation, you may be able to reclaim these cancellation charges (less any applicable excess) under the terms of your travel insurance policy. Claims must be made directly to the travel insurance company concerned. When cancelling a member from a group, single supplements or loss of group discount may apply.

**7. Changes and Cancellation by Us:**

The Company takes great care to ensure that all the information given in published brochures, website & advertising is as accurate as possible and based on the latest information at the time of going to press. However the Company reserves the right to change any of the facilities, services or prices of tours / holidays both before and after any booking is made. If a major change is known to the Company, the Client will be informed either at the time of booking, or as soon as the change has been made.

The Company will not cancel a tour fewer than 50 days before departure except for reasons of 'Force Majeure' (See section 8.), failure of the Client to pay the balance of the tour cost, or if cancellation is agreed by the customer. Every effort will be made by the Company to operate all tours as advertised. In the rare circumstance that the Company should have to cancel a tour the Company will use its best endeavours to offer alternative arrangements of a comparable nature. If the chosen alternative is less expensive than your original tour / holiday, we will refund the difference but if it is more expensive, we will ask you to pay the difference.

**8. Force Majeure:**

We regret we cannot accept liability or pay any compensation where the operation of our tours / holidays or the performance / prompt performances of our contractual obligations is prevented or affected by "Force Majeure". In these booking conditions 'Force Majeure' includes any event which the Company or the supplier of services in question could not, even with the exercise of all due care, foresee, or avoid such as war, riots and strife, terrorist activity, industrial action, natural or nuclear disaster, fire, severe weather conditions, closure of sea ports or airports, government action, and any similar event beyond our control.

In the unlikely event that 'Force Majeure' forces us to cancel a tour, we regret we will be unable to make any refunds, pay you any compensation, or meet any costs or expenses you incur as a result.

**9. Our Responsibilities to You:**

The use by the Company of transport or accommodation in connection with a Client's tour is subject to the terms and conditions of the operators or owners of such transport or accommodation, for whom the Company acts as agent. In accepting a place on the tour the Client agrees to the terms and conditions of such owners and operators.

In exceptional circumstances outside the control of the Company, the agent or suppliers, such as, but not limited to, circumstances amounting to force majeure as described above, the Company, its agents or suppliers cannot be held responsible for any limitation or withdrawal of facilities.

If the fulfillment of any tour is rendered impossible, illegal, or in the Company's opinion, inadvisable by strike, war governmental interference or any cause beyond the Company's control, the Company may, at any time, cancel such tour or the remainder thereof that it thinks fit. The Client shall be bound by any cancellation or alteration

made under the provisions of this clause and shall not be entitled to recover any sum paid by him or her unless the whole tour is cancelled before the departure date. The Company does not accept responsibility for the death, bodily injury or illness caused to any tour party member, unless resulting from the proven negligence of the Company. The Company does not accept liability for the act and/ or omissions of its employees, agents and suppliers for deficiencies in the standards of services and facilities supplied in connection with any foreign inclusive tour or holiday supplied or organised by the Company, unless resulting from the proven negligence of the company. Temporary or permanent loss of, damage to, or delay to, clients baggage are the responsibility of the client unless resulting from the proven negligence of the Company.

**10. Behaviour:**

When you book with us, you accept responsibility for any damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid immediately at the time. If you fail to do so, you will be responsible for meeting any claims (including legal costs) subsequently made against us as a result of your actions.

We expect all Clients to have consideration for other people. If in our opinion or in the opinion of any other person in authority, you or any member of your party behaves in such a way as to cause or be likely to cause danger, annoyance or distress to any third party or damage to property, we are entitled, without prior notice, to terminate the tour / holiday of the person(s) concerned. In this situation, the person(s) concerned will be required to leave the tour / holiday. We will have no further responsibility towards such person(s) 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.

**11. Complaints and Problems:**

In the unlikely event that you have any reason to complain or experience any problems with your tour / holiday whilst away, you must immediately inform our representative and the supplier of the service(s) in question. Any verbal notification must be put in writing and given to our representative and the supplier as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. Most problems can be dealt with quickly. If you remain dissatisfied, however, you must write to us within 28 days of your return to the UK giving your booking details and full details of your complaint. We regret we cannot accept liability in relation to any complaint or claim which is not notified entirely in accordance with this clause.

**12. Special Requirements and Photography:**

If you have any special requests, you must advise us in writing at the time of booking. Special requests cannot be guaranteed and failure to comply will not be a breach of contract.

If you or any member of your party has any medical problem or disability that may affect their tour/ holiday, please tell us before you confirm your booking so that we can advise as to the suitability of the chosen arrangements. In any event, you must give us full details in writing at the time of booking. No allowance or refund can be made for meals; accommodation or other services that the Client elects not to take. Any medical condition or physical disability requiring special attention or treatment must be advised in writing to the Company at the time of booking. Clients must be aware that representatives of the Company may take photographs or films of the Clients whilst on any of our tours for which the Company reserves the right to use such material for promotion, advertising or brochure production.

**13. Passport, Visas and Health Requirements:**

It is each passenger's responsibility to ensure that they are in possession of all necessary travel and health documents before departure. All costs incurred in obtaining such documentation must be paid by you. We regret we cannot accept any liability if you are refused entry onto any transport, or into any country due to failure on your part to carry correct documentation.

**14. Delay:**

We regret we are not in a position to offer you any assistance in the event of delay at

your outward or homeward point of departure.

**15. Travel Insurance:**

Travel Insurance is recommended for all clients whilst on a tour organised by the Company. Clients are responsible for ensuring that they are in possession of private travel insurance with protection for the full duration of the tour in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. Clients must ensure that there are no exclusion clauses limiting protection for the type of activities included in the tour. Clients should satisfy themselves that any travel insurance is what they require and should arrange supplementary insurance if need be.