

Terms and Conditions



MARTIN
RANDALL
TRAVEL

Booking Conditions

Acceptance

You accept these terms and conditions ("Booking Conditions") when you make a booking on our website, on the telephone or when you send us a signed booking form (as applicable). The tours ("Tours") or other additional services that we agree to provide to you (collectively, the "Services"), including the price for the Services ("Price") will be as described on our website, through our telephone conversation, or on the booking form (as applicable).

Our promises to you

We aim to be fair, reasonable and sympathetic in all our dealings with clients, and to act always with integrity.

We will meet all our legal and regulatory responsibilities, usually going far beyond the minimum obligations.

We aim to provide full and accurate information about our holidays. If there are changes, we will tell you promptly.

If something does go wrong, we will try to put it right. Our overriding aim is to ensure that every client is satisfied with our services.

All we ask of you

That you agree to read the information we send to you, and provide us all documentation, information and instructions reasonably necessary to enable us to provide the Services.

If in your view, we are not providing the Services in conformity with these Booking Conditions, please contact us using our contact details below.

Specific terms

Our contract with you. From the time we receive your booking and initial payment, a contract exists between you (the individual requesting the Services) and Martin Randall Travel Ltd (referred to in these Booking Conditions as "we", "us" or "our"), and these Booking Conditions will apply to the Services. We reserve the right to refuse to accept a booking without necessarily giving a reason, in which case we will refund any initial payment taken from you in a timely manner.

Eligibility. You must be in good health, free of infectious illness, and have a level of physical and mental fitness that would not impair other participants' enjoyment by slowing them down or by absorbing disproportionate attention from the tour leaders. Please read 'Fitness' overleaf and take the self-assessment tests described there; by booking you are stating that you have understood what we are asking of you and are fit to participate. If you have a medical condition or a disability which may affect your holiday or necessitate special arrangements being made for you, please discuss this with us before booking – or, if the condition develops or changes subsequently, as soon as possible before departure. If during the tour it transpires, in the judgement of the tour leaders, that you are

not able to cope, you may be asked to opt out of certain visits or to leave the tour altogether. This would be at your own expense.

Transfers. You may transfer the Services to another traveller, provided that the person to whom you are transferring the Services fulfills the eligibility criteria. We may charge you additional fees arising from the transfer, and we will notify you of these fees once you have requested us to transfer the Services.

UK Foreign, Commonwealth & Development

Office advice. Before booking, please refer to the FCDO website to ensure you understand the travel advice for the places to which the tour goes. Non-UK citizens should look at the advice issued by their governments, which may differ significantly.

Insurance. It is a requirement of booking that you have adequate holiday insurance cover. The insurance must cover, at minimum, medical treatment, repatriation, loss of property and loss of payments to us in the event that you cancel the tour. If you are making your own arrangements for international travel, please ensure you have insurance that protects you in the rare event of Martin Randall Travel cancelling the tour. *Experience indicates that free travel insurance offered by some credit card companies is not to be relied upon.*

Passports and visas. British citizens must have valid passports for all tours outside the United Kingdom. The passport needs to be valid for six months beyond the date of the tour. For Schengen countries, your passport must have been issued less than 10 years before the date you enter the country and valid for at least 3 months after the day you leave. If visas are required we will advise UK citizens about obtaining them; nationals of other countries should ascertain whether visas are required in their case.

Payment. In consideration for us providing the Services, you agree to pay all amounts due under these Booking Conditions (including the Price for the Services) in accordance with the payment terms set out in the booking. Where any taxable supply for value added tax is made, you agree to pay to us such additional amounts in respect of VAT.

If you cancel. Subject to the cancellation period, if you have to withdraw from a festival or tour on which you had booked, you agree that there is a cancellation charge which varies according to the period of notice you give to us. You agree to pay this Cancellation charge, noting that it is a reasonable estimate of the loss we will incur as a result of your withdrawal.

After, or subject to, the Cancellation Period, the Cancellation Charges are as follows:

Up to 85 days: deposit only
Between 84 and 43 days: 40%
Between 42 and 15 days: 70%
14 days or fewer: 100%

For cruises only

Up to 90 days: deposit only
Between 89 and 70 days: 40%
Between 69 and 50 days: 60%
Between 49 days and 30 days: 80%
29 days or fewer: 100%

For Private groups only

More than 56 days before departure: loss of deposit(s)

56 to 29 days before departure: 30% (or deposit(s) if greater)

28 to 15 days before departure: 60%

14 days to day of departure: 100%

Additional costs for individual arrangements (including but not limited to flight upgrades, flight amendments, extra nights at the hotel(s), room upgrades and airport transfers) are subject to the same cancellation charges, apart from in the instance where we have previously notified you that an additional cost is non-refundable.

If you cancel your booking in a double or twin room but are travelling with a companion who chooses to continue to participate in the tour, the companion would have to pay the single-occupancy price.

If you cancel a non-residential event (normally a Culture Day) we will return the full amount if you notify us 22 or more days before the event. We will retain 50% if cancellation is made within three weeks, and 100% if within three days.

We take as the day of cancellation that on which we receive written confirmation of cancellation.

If we cancel the tour. We may decide to cancel a tour if there were insufficient bookings for it to be viable (though this would always be more than twelve weeks before departure). We would refund you with everything you had paid us.

Safety and security. Cancellation may also occur if civil unrest, war, natural disaster, political unrest, war, natural disaster, political unrest, hostilities, industrial disputes, technical problems, weather problems, traffic problems or any other such events beyond our reasonable control ("Force Majeure Event") arise in the region to which the tour was due to go. If the UK Foreign and Commonwealth Office advises against travel, we would either cancel or adjust the itinerary to avoid risky areas. We will not be liable for any delay or failure to perform our obligations under these Booking Conditions for Force Majeure Events, provided that we notify you in writing of the Force Majeure Event and the extent to which we are unable to perform our obligations; and use reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event. If we cancel the Tour in its entirety based on the advice of the UKFCDO, we will refund you the Price in full.

Health and safety. We have a safety auditing process in place and, as a minimum, request that all of our suppliers comply with local health and safety regulations. However, we operate tours in



Booking Conditions, continued

parts of the world where standards are lower than those you are used to at home, particularly in the areas of accessibility, handrails and seatbelts. We ask that you take note of the safety information we provide.

The limits of our liabilities. Our obligations and responsibilities are limited where international conventions apply in respect of air, sea or rail carriers, including the Warsaw Convention and its various updates.

Nothing in these Booking Conditions limits any Liability which cannot legally be limited, including liability for(a) death or personal injury caused by negligence; and (b) fraud or fraudulent misrepresentation.

Subject to the above clause, but despite anything to the contrary, to the maximum extent permitted law if either party fails to comply with these Booking Conditions, neither party will be responsible for any losses that the other party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Booking Conditions; and a party's liability for any Liability under these Booking Conditions will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the negligent or unlawful acts or omissions of, or breach of these Booking Conditions by the other party.

This clause will survive the termination of these Booking Conditions. "Liability" means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a party to these Booking Conditions or otherwise.

If we make changes. Circumstances might arise which prevent us from operating a tour or event exactly as advertised. We would try to devise a satisfactory alternative, but if the change represents a significant loss to the tour we would offer compensation. If you decide to cancel because the alternative we offer is not in your view an adequate substitute, we would give a full refund.

Financial protection for UK residents. Any money you have paid to us for a tour which includes an international flight is protected by our Air Travel Organiser's Licence (ATOL, number 3622). Payments for tours which do not include a flight from/to the UK are protected by ABTOT – The Association of Bonded Travel Organisers Trust Limited. So, in the (highly unlikely) event of our insolvency in advance of the tour, you would get your money back, or if we failed after the tour had begun, the tour would be able to continue and you would be returned to the UK at its conclusion. Clients living elsewhere

who have arranged their own flights should ensure their personal travel insurance covers repatriation in the event of holiday supplier failure.

Financial protection – the official text. *We are required to publish the following:*

We provide full financial protection for our package holidays which include international flights, by way of our Air Travel Organiser's Licence number 3622. When you buy an ATOL protected flight inclusive holiday from us you 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. Most of our flights and flight-inclusive holidays on our website and in our brochure are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. In order to be protected under the ATOL scheme you need to be in the UK when you make your booking and/or one of the flights you take must originate or terminate in the UK with the group.

We provide full financial protection for our package holidays that do not include a flight, by way of a bond held by ABTOT – The Association of Bonded Travel Organisers Trust Limited.

We will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where we aren't 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 to be paid 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 (or confer a benefit on) 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 (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.

English Law. These conditions form part of your contract with Martin Randall Travel Ltd and are governed by English law. All proceedings shall be within the exclusive jurisdiction of the courts of England and Wales.

Privacy. By signing the booking form, or by booking online, you are stating that you have read and agree to our Privacy Policy (available online at www.martinrandall.com/privacy).

Disputes. Most complaints can be dealt with on the spot either with the relevant supplier or with your tour leader. Failing a satisfactory outcome we must be contacted immediately and every effort will be made to rectify the matter. Should there be no satisfactory outcome, you must write to us within 14 days outlining the nature of the complaint. In the unlikely event that a dispute between you and us cannot be solved amicably, we may engage in alternative dispute resolution by an alternative dispute resolution provider nominated by us.

Contact. You may contact us on

Via Mail: Martin Randall Travel Limited, 10 Barley Mow Passage, London, W4 4PH

Via Telephone: 020 8742 3355

Via Email: info@martinrandall.co.uk

Fitness

Ours are active holidays. Walking, stair-climbing and standing around for lengthy periods are unavoidable aspects of every tour. These features should not present problems for anyone of normal fitness, but our tours and events are not suitable for those who walk slowly, need support, or lack stamina.

On many tours there is a lot of walking on streets, which may be steep or poorly paved. On some you may need to scramble over fallen masonry and very uneven ground. More usually, it is just a case of walking from one place to another – and getting on and off a coach several times a day.

Secondly, the tours are group events. The presence of even one person who is not fit enough to cope can spoil the experience for everyone else.

We therefore ask that everyone wishing to join a tour take the quick and simple self-assessment fitness tests described here. It is a condition of booking that you have passed these tests.

If during the tour it transpires that you are not adequately fit, you may be asked by the tour manager to opt out of certain visits, or requested to leave the tour altogether.

Tours do vary in their physical demands. Please refer to the 'How strenuous?' paragraph towards the end of each Tour description.

Tours which are billed as walking Tours, with hikes of up to four hours through often hilly countryside, require a different scale of fitness and agility. Please attend to the tour descriptions for more information.

If you have a medical condition or a disability which may affect your holiday or necessitate special arrangements being made for you, please discuss these with us before booking – or, if the condition develops or changes subsequently, as soon as possible before departure.

Fitness tests

1. **Chair stands.** Sit in a dining chair, with arms folded and hands on opposite shoulders. Stand up and sit down at least eight times in thirty seconds.

2. **Step test.** Mark a wall at a height that is halfway between your knee and your hip bone. Raise each knee in turn to the mark at least sixty times in two minutes.

3. **Agility test.** Place an object three yards from the edge of a chair, sit, and record the time it takes to stand up, walk to the object and sit back down. You should be able to do this in under seven seconds.

An additional indication of the fitness required is that you should be able to walk unaided at a pace of three miles per hour for at least half an hour at a time, and to stand unsupported for at least 30 minutes.