



TERMS AND CONDITIONS

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 a single 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 which we may offer you; (C) Cancel your booking and receive a refund of all monies paid by you.

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 have to cancel your tour at any time, we are liable only for any monies you have paid to us at the time of cancellation.

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.

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 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 Fisher-Cooke Travel 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).

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 Fisher-Cooke Travel, 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.

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.

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.