

## BOOKING TERMS AND CONDITIONS

In these conditions, 'the Company' means Darjeeling Tours Limited, 'the traveller' includes any person or child travelling with or in the care of the traveller or for whom he makes any booking arrangements with the Company; 'hotel' includes any accommodation offered or provided to the traveller.

1. All reservations are accepted subject to the Company's booking conditions. Reservations should be requested on the official Booking Form or, when applicable for tailor made holidays in a letter giving the full details of transport and accommodation required. Booking Form and/or letter should be signed by a person over 18 years and should be accompanied, where appropriate, by a deposit. A Booking Confirmation will be sent by the Company acknowledging this payment.

2. Any deposit paid to the Company by the traveller shall not be repayable by the Company in circumstances where the travel arrangements are cancelled by the traveller. The deposit is repaid to the traveller in circumstances where the Company cancels the travel arrangements, or where the travel arrangements are so altered by the Company that cancellation is offered to the traveller.

3. The Company may, without notice to the traveller, alter or substitute any route, method of carriage, carrier or hotel reservation without any liability whatsoever, provided that the Company gives its reasons for so doing and that such alterations shall neither increase the charge payable by the traveller nor be of a lower standard than the Company has contracted to provide to the traveller.

In the event of a major change of itinerary being required, the traveller will be informed of such a change as soon as it becomes necessary and offered the alternative of a full refund, or transfer to another tour. A major change is defined as one which the Company makes prior to departure involving changing the departure time by more than 24 hours or deleting a substantial part of the itinerary. If the traveller wishes to cancel as a result of such a major change, this must be done in writing within 14 days of the date when such notice is sent. The liability of the Company is limited in such circumstances to a full refund of all monies paid. Optional excursions do not form part of the itinerary in the context of this clause.

4. The price of the holiday is subject to surcharge on the following items: government action, currency (any changes in the rate of exchange between the pound sterling and the relevant foreign currencies between 1<sup>st</sup> April 2022 and the commencement of the holiday), aircraft fuel, overflying charges, airport charges, increases in scheduled air fares and insurance costs. In the event of increases to any of the above the Company shall be entitled to recover from the traveller any such increase above 2.5% BUT that in these circumstances the traveller has the option of cancelling the holiday and having refunded all monies paid, less any cancellation fees levied by the various hotels and transportation companies. In order to offset the cost of this undertaking, the Company will not guarantee to reduce the cost of a holiday in the event of a favourable change in the exchange rate but we will look at each case on its merits. Surcharges will not be levied by the Company at a later date than 30 days before the commencement of the holiday.

5. All arrangements made for carriage, conveyance, refreshment or accommodation are subject to the conditions of the person or company providing the carriage, conveyance, refreshment or accommodation and also are subject to the laws of the country in which it is provided.

6. In the event of insufficient bookings being received to enable the Company to qualify for group travel concessions for escorted holidays, the Company reserves the right to cancel the tour. This will not normally be done less than eight weeks before departure. The liability of the Company is limited in such circumstances to a full refund of all monies paid. This condition does not apply to unescorted holidays.

7. Prices are based on double room occupancy at hotels. If for any reason travellers are accommodated in a room on their own, the appropriate single room supplement must be paid by the traveller.

8. All transportation and accommodation is arranged by the Company upon the express conditions that it is liable only for the provision of services required for the performance of the contract and that such services shall offer a reasonable standard in relation to the cost of the holiday.

9. The Company shall not be held liable for the death, bodily injury or illness of the signatory to the contract or of any other person nominated on the Booking Form, except when caused by the proven negligence or omission of its employees or those of its agents or suppliers whilst acting within the scope of and in the course of their employment.

10. The Company will take all reasonable care in making arrangements for transportation and accommodation but does not own or operate the transportation and accommodation suppliers referred to in the brochure. The Company accepts liability for acts or omissions employees of these suppliers only in so far as such liability arises from the contractual obligations.

11. The Client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The itinerary provided for each tour is merely representative of the types of activities contemplated, and the Company is under no contractual obligation to strictly follow it. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, climate and other unpredictable or unforeseeable circumstances.

12. Travellers acknowledge that they will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in our daily lives. By booking travel with the Company, the traveller acknowledges that she/he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. Independent travellers (i.e. unaccompanied) are solely responsible for acquainting themselves with the customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary. The company will provide guidance on the common issues that may arise upon request.

13. Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour manager or representative in arranging optional extras does not render the Company liable for optional extras.

14. Where international transportation services by land, sea or air are governed by international conventions, the obligations and liabilities of the Company and its suppliers are limited in the manner provided by such conventions.

15. The contract and any claims arising shall be governed by English law and all proceedings shall be within the exclusive domain of the English courts.

16. Responsibility cannot be accepted for losses or additional expenses due to delay, irregularity or change in air, rail, road, sea or other services, sickness, quarantine, strikes, war, weather or other causes. However the Company will make every effort to give advice and assistance in such cases.

17. The Company reserves the right in its absolute discretion to terminate without notice the holiday arrangements of any traveller whose behaviour is such that it does or is likely, in its

reasonable opinion, or in the opinion of any Tour Manager, or any other person in authority, to cause distress, damage, danger or annoyance to any third party, or to cause damage to property. In these circumstances all its obligations to you under these Terms and conditions or otherwise shall cease, full cancellation charges apply and the Company shall not be liable for any refund, compensation or costs incurred by the traveller whatsoever. These rules apply if the traveller is prevented from travelling because in the reasonable opinion of any person in authority his/her physical condition results in him/her being incapable of coping with the tour.

#### 18. Consumer Protection

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 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 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 listed on your ATOL certificate, are unable to provide the services listed (or a suitable alternative through an alternative ATOL holder or otherwise), 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 sassing absolutely to those Trustees any claims 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.

19. If you have a dispute with your tour operator which you are unable to resolve, you may call upon the low cost AITO Independent Dispute Settlement Service {details on request}. Claims which exceed £1,500 per person or £7,500 per booking form, or claims which apply principally or exclusively in respect of (or as a consequence of) illness or physical injury are not admissible for settlement under the service.

20. If a traveller has a complaint against the Company the traveller must first inform the tour manager or Company representative while on the tour in order that the tour manager/representative can attempt to rectify the matter. If satisfaction is still not reached through this means then any further complaint must be put in writing to the Company within 30 days of the end of the tour. The Company will not accept any claims received after this period.

21. Cancellation of a booking is effective only when received in writing by the Company. Cancellation fees are applicable as follows:

More than three months' notice: £195.00 fee

Between three months and ten weeks: Loss of deposit

Less than ten weeks: 100% of the cost of the holiday

Insurance premiums are non-refundable in the context of this clause. For individual arrangements made, where any costs are incurred directly related to these arrangements, the client will be responsible for the whole of that cost, except to the extent that the Company is able to obtain a refund regardless of when the cancellation is made (e.g. APEX type reduced fare tickets).

21a. A fee of £25 per booking will be charged for each amendment to a confirmed booking. This charge will not be

levied until both the customer and the Company have agreed the final itinerary, i.e., it will not be charged to customers who have made a booking and paid a deposit pending discussion on the details of the itinerary. Please note that amendments cannot be accommodated less than 30 days before departure.

22. No tickets or other documents or vouchers will be released by the Company unless and until the full balance of the cost, as confirmed, shall have been paid to the Company. Such costs will be detailed to you in the final invoice.

#### 23. Special Condition - Steam Trains and Tourist Railways

The era of regular steam passenger trains on the world's railways is now almost a thing of the past. As a result, tours that feature steam haulage are almost exclusively based on either visits to preserved railways or the operation of steam locomotives on national or private railways purely for tourist purposes.

In many parts of the world, preserved railways may only have one steam locomotive in working order at any one time and frequently where steam trains are run on otherwise everyday railways, they operate only a single steam locomotive. We will include such railways where we know such engines to be in working order, or under normal repairs or maintenance and expected to be completed by the time of our tour.

We do not include such operations where we know the engines to be out of service with no active plans or likelihood that they will be repaired. However if, despite our best efforts, a steam locomotive is unavailable on the day due to non-completion of repairs/overhauls, breakdown or other factors such as fire bans, a train may be cancelled or diesel hauled.

Our limit of liability to you will be to refund any costs we can recoup from operators resulting from such cancellation/non provision. We may not receive refunds from some operators in such circumstances. You agree that the non provision of a steam locomotive or cancellation of any sort of special train, or scheduled train on private or preserved railways will not be considered grounds for cancellation by you and normal cancellation charges will continue to apply.

Date: 1 April 2022