

## LANDTOURS T/AS TAUCK AGENCY TERMS OF BUSINESS

1. **CONTRACT:** These are the terms on which we will make a booking for your travel or holiday requirements. Other than for flight arrangements that we sell to you (when we act as principal), when making your booking for other travel services we will arrange for you to enter into a contract with the principal(s) or other supplier(s) (e.g. tour operator /cruise company/accommodation company) named on your receipt(s). We may arrange a package holiday for you in accordance with these Terms of Business, or with one company, or we can book the services that make up your holiday with different principals or suppliers, in which case you will have separate contracts with each of them.

When we act as an agent, we accept no responsibility for the acts or omissions of the principal(s) or supplier(s) or for the services provided by them. The principal's(s') or supplier's (s') Terms & Conditions will apply to your booking and we advise you to read these carefully as they do contain important information about your booking. Please ask us for copies of these if you do not have them. We may organise our own packages, where we act as the principal for the flight element (which is financially protected under our ATOL and provided in accordance with the relevant airline terms made available to you at the time of booking, see further below) and as agent for the other various travel service suppliers that may provide travel services to you as part of that package. In that case these Terms should be read in conjunction with our Package Holiday Booking Conditions and the Terms and Conditions of the travel service suppliers.

Our Terms of Business are governed by English Law and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you live there and wish to do so. All travel arrangements which we provide or which are sold through us are not an offer by us to sell any travel arrangements, but an invitation to you to make an offer to the suppliers of the arrangements. We are free to accept that offer on behalf of those suppliers or to reject it.

2. **BOOKING DETAILS:** When a booking is made all details will be communicated back to you. Once you have confirmed these details we will proceed to confirm the booking with the principal(s) or supplier(s). Please check that all names, dates and timings are correct on receipt of all documents and advise us of any errors immediately. Any changes to these details will incur the charges stated below. Please ensure that the names given are the same as in the relevant passport. The booking information that you provide to us will be passed on only to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. The information may be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any

special category (sensitive) information that you give to us such as details of any disabilities, or dietary and religious requirements. In making this booking, you consent to this information being passed on to the relevant persons. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Full details of our Privacy Policy are available upon request and can be viewed on our website.

3. **PAYMENT:** You will be required to pay a deposit or make full payment for your booking at the time of booking. Where you only pay a deposit you must pay the full balance by the balance due date notified to you. If full payment is not received by the balance due date, we will notify the principal(s) or supplier(s) who may cancel your booking and charge the cancellation fees set out in their Terms and Conditions.

4. **CANCELLATION and AMENDMENT:** Any cancellation or amendment request must be sent to us in writing and will not take effect until received by us. If you cancel or amend your booking the principal(s) or supplier(s) may charge the cancellation or amendment charge shown in their Terms and Conditions (which may be 100% of the cost of the travel arrangements) and you must pay us the cancellation or amendment charge stated below.

5. **INSURANCE:** Many principals/suppliers require you to take out travel insurance as a condition of booking with them. In any event, we strongly advise that you take out a policy of insurance in order to cover you and your party against the cost of cancellation by you; the cost of assistance (including repatriation) in the event of accident or illness; loss of baggage and money; and other expenses. We do not sell travel insurance but please contact us should you require an introduction to an insurance provider who will assist with your insurance needs.

6. **FINANCIAL PROTECTION:** All the package holidays we sell, including those that we might organise for you, come with protection for your money. If you buy a single travel service then this might not apply. Package holidays are protected by the package organiser, us acting as agent for the chosen suppliers, and we will provide you with their confirmation. 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.

If, after selecting and paying for one travel service, you book additional travel services

for your trip or holiday via our company, you will NOT benefit from rights applying to packages under the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, we will not be responsible for the proper performance of the individual travel services. In case of problems please contact the relevant service provider. However, if you book any additional travel services during the same visit to or contact with our company, the travel services will become part of a linked travel arrangement. In that case we have, as required by the Package Travel and Linked Travel Arrangements Regulations 2018, protection in place to refund your payments to us for services not performed because of our insolvency. Please note that this does not provide a refund in the event of the insolvency of the relevant service provider.

We have taken out insolvency protection with ABTA (The Travel Association). You can contact ABTA at 30 Park Street, London, SE1 9EQ; [claims@abta.co.uk](mailto:claims@abta.co.uk); 0203117 0599, if services are denied because of our insolvency.

Note: This insolvency protection does not cover contracts with parties other than with us, which can be performed despite our insolvency.

A copy of the Package Travel and Linked Travel Arrangements Regulations 2018 can be found at <http://www.legislation.gov.uk/ukxi/2018/634/contents/made>

7. **DELIVERY OF DOCUMENTS:** All documents (e.g. invoices/tickets/Insurance policies) that require to be posted will be sent to you by First Class post. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to charges as notified to you at the time of your request.

8. **PASSPORTS, VISAS AND HEALTH:** We can provide general information about the passport and visa requirements for your trip. Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Neither we nor the principal(s) or supplier(s) accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements. Please note that these requirements may change between booking and departure. Most countries now require passports to be valid for at least 6 months after your return date. Please take special note that for all air travel within the British Isles, airlines require photographic identification of a specific type. Please ask us for full details. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your specific circumstances.

9. **FINAL TRAVEL ARRANGEMENTS:** Please ensure that all your travel, passport, visa and insurance documents are in order

and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

10. COMPLAINTS: Because the contract(s) for your travel arrangements is between you and the principal(s) or supplier(s), any queries or concerns relating to the travel arrangements should be addressed to them. If you have a problem whilst on holiday, this must be reported to the principal/supplier or their local supplier or agent immediately. If you fail to follow this procedure, there will be less opportunity to investigate and rectify your complaint. The amount of compensation you may be entitled to may be reduced or you may not receive any at all depending upon the circumstances. If you wish to complain when you return home, write to the principal/supplier. You will see the name and address plus contact details in any confirmation documents we send you. We will of course assist you with this if you wish - please contact Customer Services. If the matter cannot be resolved and it involves us or another ABTA Member then you have the option to use ABTA's ADR scheme, approved by the Chartered Trading Standards Institute, see [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

## LANDTOURS TERMS AND CONDITIONS FOR TAUCK HOLIDAYS

Tauck Holidays are operated by Tauck Inc ("Tauck"), who is the supplier of the Tauck tour element of your holiday and with whom you will contract for the provision of the Tauck part of your holiday, booked through Us. These are the Terms and Conditions ("Conditions") of LANDTOURS LTD, (a company registered under number 00725478, with its registered office at Mutual House, 70 Conduit Street, London, W1S 2GF and whose trading address is at 301 Watling Street, Radlett WD7 7LA) ("We", "Us", "Our", "Landtours") for when Landtours sells Tauck packages on behalf of Tauck, acting as Tauck's agent.

### General information

Please read these Conditions carefully. They include important information you will need to know before you book a Tauck holiday through Us, and contain information about the Tauck holiday you have booked. These Conditions are subject to change and the applicable terms will be confirmed to you at the time of booking.

### Terms of the Contract

Tauck's inclusive tours are organised by Tauck and offered for sale in the United Kingdom by Landtours. This is so that Landtours can act as Tauck's agent for arranging the sale of the Tauck holidays, but ensure that Tauck holidays are sold in a way that is compliant with the laws in England and Wales regarding the sale of package holidays (which are explained further in these Conditions). Tauck contracts with you for the sale of the Tauck part of the holiday, as the principal supplier, in accordance with the Tauck Booking Conditions, which will be provided to you prior to your booking being confirmed. These Conditions apply to the way in which your booking is made with Tauck for your Tauck holiday and also apply to any flight element that Landtours books on your behalf. These Conditions provide you with details of what protections are in place for the Tauck arrangements you book through us.

Although all of the information contained in the Tauck brochure has been described in accordance with the latest information available at the time of printing, Tauck reserves the right to make changes, though any change will be notified to you before you make a Tauck booking.

Land arrangements and Carriage by Sea or River for your Tauck holiday. Your Contract for a Tauck holiday is with Tauck for the Tauck holiday element organized by Tauck and provided in accordance with Tauck's Booking Conditions, however Landtours is responsible to you for any international flight element booked as part of a Tauck holiday, as set out in these Conditions. You will therefore have two contracts for your Tauck holiday: one with us for any international flight element (booked in accordance with these Conditions) and the contract with Tauck for the provision of the Tauck part of your holiday. Both contracts will be made available to you as a package, which will be protected in accordance with the Package Travel and Linked Travel Arrangements Regulations 2018 ("Regulations"), which can

be found here:

<http://www.legislation.gov.uk/ukksi/2018/634/c/ontents/made>.

The Contracts are concluded when Landtours issues a confirmation invoice to you for all elements of the Tauck holiday. Full payment of the balance shown on the confirmation invoice is required no later than 60 days prior to departure date on tours by land and no later than 120 days prior to departure date on river cruise, small ship and event tours, in accordance with these Conditions and Tauck's Terms and Conditions. Failure to pay in full by this time may result in cancellation of your holiday and forfeit of your deposit.

### Holiday prices are per person and detailed in the Tauck Booking Conditions.

Some travel arrangements (e.g. flight tickets purchased specifically from certain airlines) may not be refundable or transferable after your booking has been made and any alteration request may incur a cancellation charge of up to 100% of that particular part of the holiday arrangements. Please see later in these Booking Conditions (and Tauck's Booking Conditions) for further details on cancellation charges that may apply to you.

### On-Tour Flights

All on-tour flights integral to the published itinerary are included and detailed in your booking arrangements. Such flights [are covered under the protection of our ATOL licence, detailed below].

### Itinerary Changes and Price Flexibility

Tauck makes every effort to operate all holidays as advertised. Tauck reserves the right to alter or curtail the itinerary, or substitute sightseeing, ports, hotels, and/or conveyances as deemed necessary. Please refer to Tauck's Booking Conditions for further information.

### 1. Your holiday contract

**1.1 Booking Procedure and Deposit:** In order to make a booking, we will process your request on your behalf and take any relevant deposits as requested in Tauck's Booking Conditions and in respect of payment for the flight element of your holiday. All monies you pay to us are held by us on behalf of the Trustees of the Air Travel Trust at all times (when booking a flight-inclusive package). This is subject to our obligation to pay monies in respect of the Tauck part of the holiday to Tauck for so long as it does not fail. If we fail, any money held at the time by us, or subsequently accepted from you by us, is and continues to be held on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to Tauck. The holiday arrangements shown in the brochure are flexible – if you wish to extend your stay pre- or post- tour, upgrade your flights or make any other arrangements, please put full details in writing to us at the of time booking, to:

Landtours Ltd 301 Watling  
Street Radlett  
Hertfordshire WD7 7LA United  
Kingdom  
Tel: 0800 8108020 Email:  
tauckreservations@tauck.co.uk  
Monday – Friday: 9:00 AM – 5:30  
PM Saturday 9:00 AM – 3:00 PM

**Tour Only Arrangements:** If you book arrangements with the Company that do not include flights, your arrangements are protected by way of a bond with ABTA. This means that in the unlikely event of our insolvency, your tour can't be provided, you will receive your money back or, if your tour has started, arrangements will be made for you to be able to continue as planned (please see further below in these Conditions for further details).

**\*Force Majeure:** means any unusual, unforeseeable or extraordinary circumstances beyond our (or Tauck Inc's) control, including (but not limited to) an act of God, war (whether declared or undeclared), terrorism, riot, accident, natural or nuclear disaster, outbreak of disease, industrial dispute, fire, adverse or severe weather conditions or other event or circumstance beyond our (or Tauck Inc's) control that contributes to or results in cancellation rates above our historical cancellation rates in the absence of such event or occurrence.

**1.2 Cancellation Fees:** Cancellations result in costly charges from travel and hotel providers covering costs and fees incurred by cancelling confirmed bookings. Please see Tauck's Booking Conditions for details of these. Time of cancellation will be when notice from you is received in Landtours' offices as detailed above in accordance with Clause 6.1.

**1.3** When you make a booking for an air holiday package where Landtours is protecting your air holiday package under its ATOL licence, you guarantee that you have the authority to accept and do accept on behalf of your party the terms of these Conditions, together with the Booking Conditions of Tauck, both sets of Conditions forming the contract with you for the provision of your Tauck holiday. Bookings are made either at our offices when you visit our offices, over the telephone or via email. A binding contract (on you and each member of your party) for an air holiday package with Tauck will exist as soon as we issue the confirmation invoice for all elements of your Tauck holiday to you (in hard copy or by email if you have provided Us with your email address). The contracts are made on the terms of these Conditions for the flight element of your holiday (if being provided) and to explain the financial protection in place on your behalf, together with Tauck's Booking Conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

**1.4** All travel arrangements which are to be provided as part of your Tauck holiday or which are sold through Us are not an offer by Us to sell any travel arrangements, but an invitation to you to make an offer to Us or to the suppliers of the arrangements. We are free to accept that offer on our own behalf for

elements that we provide and arrange for the acceptance by Tauck and/or other suppliers of your travel arrangements, or to reject it.

## **2. Your financial protection**

**Customer Protection:** Landtours complies with the bonding requirements of the Civil Aviation Authority (CAA Licence Number ATOL 9895). Landtours provides full financial protection for the package holidays sold through it, including any flight-based element that it supplies.

For flight-based holidays, our Air Travel Organiser's Licence (detailed above) is issued by the CAA of 45-59 Kingsway London WC2B 6TE [www.caa.co.uk](http://www.caa.co.uk). 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 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 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, 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.

When you buy a package holiday that doesn't include a flight, protection of your monies paid is provided by way of a bond held by Landtours as a member of ABTA (ABTA membership number Y2225). This gives you reassurance when booking through Landtours that the monies you pay to Landtours for your Tauck holiday will be secure in the unlikely event of our insolvency.

2.2 In accordance with EU Regulation 2111/2005 we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used and details of these will be supplied to you at the time of booking. You will be advised of the specific airline operating your flight and aircraft type with your flight ticket confirmation and flight schedules. Any

changes to the actual airline after you have received your ticket confirmation will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. A change of airline, aircraft type or alteration of your outward/return flights by less than 12 hours is deemed to be a minor change.

2.3 If you book arrangements other than an air holiday package with us under Clause 2.1, the financial protection referred to above in Clause 2.1 does not apply. Any financial protection given in connection with your booking otherwise than in accordance with Clause 2.1 will be detailed in the relevant Supplier Terms and confirmed to you at the time of booking.

## **3. ABTA**

We are a Member of ABTA, as detailed above. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com). You can also access the European Commission Online Dispute (ODR) Resolution platform at <http://ec.europa.eu/consumers/odr/>. This ODR platform is a means of notifying us of your complaint; it will not determine how your complaint should be resolved.

## **4. Your Holiday Price**

4.1 Your holiday price will be confirmed to you at the time of booking and is subject to change in accordance with Tauck Booking Conditions.

4.2 When you make your booking through us for your Tauck arrangements, you must pay a deposit in accordance with Tauck's Booking Conditions. Full details to be advised at the time of booking. The balance of the price of your travel arrangements must be paid no later than 60 days prior to departure date on tours by land and no later than 120 days prior to departure date on river cruise, small ship and event tours, or earlier if required by Tauck and notified to you at the time of booking. If the deposit and/or balance are not paid in time, we may notify Tauck and Tauck reserves the right to cancel your travel arrangements in accordance with its Booking Conditions. If the balance is not paid in time Tauck may retain your deposit.

4.3 The price of your travel arrangements is fully guaranteed by Tauck and will not be subject to any surcharges.

## **5. If You Change Your Booking**

5.1 If, after the confirmation invoice has been issued to you, you wish to change your travel arrangements in any way, we will contact the suppliers of your travel arrangements and do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the person who made the booking. You will be asked to pay an administration charge of £25, and any further cost we incur in making this alteration. You should be aware that these costs could increase the closer to the departure date that changes are made

and you should contact Us as soon as possible.

Note: Certain travel arrangements (e.g. Apex Tickets) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

5.2 As we act as agents for Tauck and other supplier(s) or principal(s) (other than for the flight element of your holiday) and any terms relating to changes to a customer's booking in such circumstances are set out in the Tauck's Booking Conditions and any other relevant Supplier Terms.

## **6. If You Cancel Your Holiday**

6.1 You, or any member of your party, may cancel your travel arrangements or transfer them to another person, subject to payment of any applicable fees and in accordance with Tauck's Booking Conditions and any relevant Supplier Terms.

Note: If the reason for your cancellation is covered under the terms of your insurance policy, you may be able to reclaim these charges.

## **7. If the Suppliers of Your travel arrangements Change or Cancel Your travel arrangements**

7.1 When we are acting as principal for the flight element of your booking, we may need to make changes to your flight arrangements due to the scheduled airlines with whom we book your arrangements with making changes to the flights, although this is unlikely. Occasionally we are therefore required to make changes and we reserve the right to do so at any time. Tauck may also make changes to the Tauck arrangements of your holiday in accordance with Tauck's Booking Conditions and will be responsible to you for any changes made in accordance with the Tauck Booking Conditions. Most of these changes will be minor and we will advise you of them at the earliest possible date.

7.2 When we act as principal for the flight element of your booking, we also reserve the right in any circumstances to cancel your travel arrangements where the scheduled airlines with whom we book your arrangements cancel those flights. Tauck may also cancel the Tauck arrangements in accordance with the Tauck Booking Conditions. However, your travel arrangements will not be cancelled less than 8 weeks before your departure date, except for reasons of force majeure or failure by you to pay the final balance. If the booked travel arrangements cannot be provided, you can either have a refund of all monies paid or accept an offer of alternative travel arrangements of comparable standard from Us, if available (we will refund any price difference if the alternative is of a lower value). If it is necessary to cancel your travel arrangements, we will pay to you compensation as set out in this clause.

Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Such a change is deemed to be a minor change.

Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard.

If a major change is required to be made to your holiday, we will inform you as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements of comparable standard if available (we will arrange a refund of any price difference if the alternative is of a lower value), or cancelling your booked holiday and receiving a full refund of all monies paid.

Where a responsibility falls to Us under applicable Regulations, then except where the major change arises due to reasons of force majeure, you will be paid compensation as detailed in the chart below.

The compensation offered does not exclude you from claiming more if you are entitled to do so.

You will not be paid compensation if the cancellation or change to your travel arrangements is in any way because of a Force Majeure event (as defined in Clause 1.1).

Period before departure	Where we make a major change, which is accepted	Where we cancel a Tauck holiday, or a major change is made which is not accepted
60+ days	Nil	Nil, deposit refund only
59-30 days	£15	£15 plus credit / refund under Clause 1.1
29-7 days	£20	£20 plus credit / refund under Clause 1.1
6 days – day of departure	£30	£30 plus credit / refund under Clause 1.1

7.3 If you are notified by us and your booking is cancelled when your booking is with a different principal(s) or supplier(s), then the principal(s) or supplier(s) will have their own terms relating to cancellation charges and these will be detailed in their Supplier Terms, including Tauck Booking Conditions. Therefore, we would draw your attention to the cancellation provisions in the Supplier Terms as you must pay the cancellation charges set out therein.

## 8. If You Have A Complaint

8.1 You may direct a complaint you have about a Tauck holiday to us, however Tauck is responsible to you as the supplier of your

Tauck holiday for any improper or non-performance of the travel services to you. If you have a problem during your holiday, please inform the Tauck representative on tour immediately who will endeavour to put things right. If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to Us at our address detailed in these conditions and we will forward this to Tauck, so that we are aware of your complaint and can assist you with this, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist in quickly identifying your concerns and speed up the response to you.

If you fail to follow this simple procedure we will have been deprived of the opportunity to investigate and rectify your complaint whilst you were in resort and this may affect your rights under this contract.

## 9. Our Liability to You

As detailed above, Landtours acts as an agent for Tauck, who will enter into contracts with you in connection with the travel services that they organise and/or provide. As agent, we accept no responsibility for the acts or omissions of Tauck or supplier(s) or for the services provided by them, other than as set out in these Conditions. Tauck's Booking Conditions will apply to your booking for the Tauck element of your holiday and we advise you to read these carefully as they do contain important information about your booking, including how Tauck may change the price of your travel services booked with them and in what circumstances changes may be made to your travel services, or cancellations may be made, once booked.

Our liability to you: In the event that Tauck refuses to take responsibility to you for the provision of the travel services you booked in accordance with its contract with you, then you must inform us without undue delay. If any of the travel services included in your package are not performed in accordance with the contract, or are improperly performed, by Tauck or other travel service suppliers, and this has affected the enjoyment of your travel services, you may be entitled to an appropriate price reduction or compensation or both, depending on the circumstances. Neither Tauck nor we will be liable where any failure to perform, or improper performance of, the travel services is due to:

- you or another member of your party;
- a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable;
- unavoidable and extraordinary circumstances, which means a situation beyond Tauck's or our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

Where Tauck refuses to be responsible to you for the proper performance of the package travel services you have booked with them through us, then in accordance with the Regulations, Landtours will be responsible to you in relation to the performance of the package. In such

circumstances, our liability (except in cases involving death, injury or illness) shall be limited to a maximum of three times the cost of your package travel services. Our liability will also be limited in accordance with and/or in an identical manner to:

- a) Tauck's Booking Conditions for the provision of the travel services that make up your package. The Tauck Booking Conditions are incorporated into this booking; and
- b) any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

You will have been provided with a copy of Tauck's Booking Conditions prior to completing your booking and you can ask us for copies of the international conventions, if you wish to see these.

If the travel services you book involve a flight from the EU or on an EU carrier, then under EU law (Regulation 261/2004) you have rights in some circumstances to refunds and/or compensation from your airline in cases of denied boarding, cancellation or delay to flights. Full details will be publicised at EU airports and available from airlines. However reimbursement in such cases will not automatically entitle you to a refund of your package travel services cost from us. Your right to a refund and/or compensation is set out in Tauck's Booking Conditions. If any payments to you in respect of such reimbursement and/or compensation, any payment made to you by the airline or any other service provider will be deducted.

If international flights are included as part of your booking arrangements, if it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your holiday.

Please note: This entire clause xvi does not apply to any separate contracts that you may enter into for excursions or activities whilst on holiday.

## 10. Passport, Visa and Immigration Requirements

We can provide general information about the passport and visa requirements for your holiday, but your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. Any information supplied by Us on these or related matters (such as climate, when to travel, clothing,

baggage, personal items etc.) is given as general guidance and in good faith but we do not accept liability for any decisions made on the basis of the information supplied.

The passport, visa and health requirements at the time of booking can be viewed on the Foreign and Commonwealth Office website ([www.fco.gov.uk](http://www.fco.gov.uk)). It is your responsibility to ensure that you and all members of your party are in possession of all necessary travel and health documents, and in compliance with any other immigration requirements, before you travel. If you or any member of your party is not a British Citizen or holds a non-British Passport, you must check passport and visa requirements on with the embassy or consulate of the country(ies) to or through. Neither we, nor the principal(s) or supplier(s), accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

**Passports / Visas:** British passengers should carry a full British Passport, valid for at least 6 months after the end of your holiday. Other nationalities should also carry a full passport. Visas may be required for some ports of call. Please check with Landtours. It is your responsibility to ensure that you have valid and appropriate travel documentation including passports and visas for each person travelling with you for eligibility to travel to all destinations on your tour. In addition to immigration and customs requirements, the U.S. Government and others place restrictions on the carriage of persons whose names appear on Government watch lists or who are deemed legally ineligible to travel. It is your sole responsibility to ensure your legal eligibility to travel. You are advised to check with the appropriate Government authority to determine the necessary documents and travel eligibility requirements. If you or anyone travelling with you become ineligible to travel for any reason, or are travelling without proper documentation, then you will not be allowed to travel.

**International Cruise Regulations:** Travellers must provide their passport number and date of birth to Landtours at the time of booking for all cruises or you may be denied boarding.

#### **11. Excursions**

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your air package holiday provided by Us. For any excursion or other tour that you book, your contract will be with the operator of the excursion or tour and not with Us. We are not responsible for the provision of the excursion or tour or for anything that happens during the course of its provision by the operator.

#### **12. Your information**

Once you have confirmed your details (and those of your party) with Us, we will proceed to confirm the booking with Tauck for your Tauck holiday. Please check that all names, dates and timings are correct on receipt of all documents and advise Us of any errors immediately. Any changes to these details will incur the charges stated above. Please ensure that the names given are the same as in the relevant passport. Save as

expressly set out in these Conditions, only the necessary booking information that you provide to Us will be passed on to the relevant suppliers of your travel arrangements or other persons necessary for the provision of your travel arrangements. This includes Tauck Inc, who will be providing the tour element of your Tauck holiday. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. This applies to any sensitive information that you give to Us such as details of any disabilities, or dietary and religious requirements. Certain information may also be passed on to security or credit checking companies. If you are travelling to the United States, the US Customs and Border Protection will receive this information for the purposes of preventing and combating terrorism and other transnational serious crimes. If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. Please note that, in addition to Landtours contacting you after the provision of your Tauck holiday, Tauck Inc may also contact you following your Tauck holiday with details of other holidays / tours provided by Tauck that may be of interest to you. We will provide Tauck Inc with your contact details for this purpose, unless you inform us that you do not wish to receive such approaches in future. In making this booking, you consent to this information being passed on to the relevant persons for the purposes set out in this Clause 12 (and our Privacy Policy, which is available upon request) for you and those persons included in your booking.

#### **13. Insurance and Health requirements**

**13.1** It is a condition of your booking, for you to have in place relevant travel insurance protection. Travel insurance is your entire responsibility and an essential pre-requisite to booking a holiday with Us. You must ensure that you (and all members of your party) have sufficient travel insurance in place to cover you, together with your personal property, at all times and for all potential risks. You must ensure that your insurance covers you for the full duration of your holiday including, but not limited to, medical expenses, injury, death, repatriation, cancellation and curtailment, and in respect of any sports or activities that you may wish to do whilst on your holiday. You must also ensure that there are no exclusion clauses limiting protection for the type of activities included in your holiday. Evidence of sufficient cover will need to be provided at time of booking. If you do not have holiday insurance cover at the time of booking, you may personally be liable for cancellation charges. We must receive full details of the insurance company, policy number and 24-hour emergency contact number. It is imperative that you familiarise yourself with the details and conditions of your policy and that you notify your insurance company of any pre-existing medical condition. Failure to do so can invalidate the insurance cover.

#### **13.2 Health Requirements and Insurance:**

You represent and warrant that you and everyone travelling with you are physically and otherwise fit to travel. The tour visits many destinations in a number of countries, often with difficult terrain, water crossings or in developing countries where facilities available to guests in those countries may not be sufficient if you (or anyone in your group) is not able to walk without assistance or accompaniment. There may also be restrictions (due to the types of tours that you may contemplate joining) on the equipment or additional aides that you (or a member of your group) may wish to bring with you for your comfort or ease if you are not able to walk or manoeuvre without assistance or accompaniment. You therefore need to check with Landtours at the time of booking to see whether the proposed tour that you and your group wish to join are appropriate for you and all members of your group. Landtours may ask you to go through various questions to check whether travelling on the proposed tour is possible for you and all members of your group, and may make suggestions for how the tour could be taken with certain adjustments (if required), or whether a different tour may need to be offered to you, in order to fit with any requirements that you or any member of your group may need to have in place in terms of assistance or accompaniment to be able to enjoy their holiday. Regrettably, Tauck cannot provide individual assistance to a guest for walking, dining or other personal needs.

You are solely responsible for checking (on your own behalf and on behalf of all those in your group) with your (or the group member's) doctor as to which vaccination (including from any specific illness or exposure to animals) or medication are recommended or required for those countries for those travelling and for any assistance that may be required.

Landtours (or its suppliers, including Tauck) cannot accept any responsibility for your failure to comply with the necessary medical, passport or visa requirements.

All passengers must have adequate insurance cover against cancellation, illness, repatriation loss of luggage etc. You should advise Landtours of the name of your own insurer for the insurance policy that you have taken out that will provide you with adequate insurance cover.

**13.3** We do not sell travel insurance but please contact us should you require an introduction to an insurance provider who will assist with your insurance needs.

#### **14. Documentation**

All documents (eg. invoices/tickets/Insurance policies) that require to be posted will be sent to you by First Class post. Once documents leave our offices we will not be responsible for their loss unless such loss is due to our negligence. If tickets or other documents need to be reissued all costs must be paid by you. You can ask for delivery by other means subject to the charges stated below.

Please ensure that all your travel, passport, visa and insurance documents are in order and that you arrive in plenty of time for checking in at the airport. It may be necessary to reconfirm your flight with the airline prior to departure. Please ask Us for details at least 72

hours before your outbound flight. You should take a note of any reference number or contact name when reconfirming. If you fail to reconfirm you may be refused permission to board the aircraft and you are unlikely to receive any refund.

**15. Minors**

If you are not 18 years old, you are considered at law to be a minor and we will therefore require your parent(s)/guardian to sign a Form of Consent relating to your booking at the time of booking and pay a breakages deposit (on the balance due date) as per the Form of Consent. A Form of Consent can be obtained from Us upon request.

If you are 18 years old or over, then you will be required to sign the Booking Form on your own behalf (and on behalf of the people listed in your party) and you agree to the terms of these Conditions on your own behalf (and on behalf of the members of your party), as well as the Tauck Booking Conditions.

Please note that in accordance with Air Navigation Orders in order to qualify for infant status, a child must be under 2 years of age on the date of its return flight.