

INTRODUCTION

These Booking Conditions only apply where you have booked a “package” as defined in The Package Travel, Package Holidays and Package Tours Regulations 1992 (the “Regulations”)

For the purposes of the Regulations a package arises where the arrangements last more than 24 hours and at least two out of the three following components are offered at an inclusive price:-

(a) transport

(b) overnight accommodation

(c) other tourist services not ancillary to transport or accommodation and accounting for a significant proportion of the package.

In the circumstances these booking conditions only apply to our “Holiday Tours”

If you have not booked a package then the booking conditions applicable to your booking can be found by following the website link to Study Day and Event (“Non Package”) Terms and Conditions

Your contract is with Siân Walters trading as “Art History in Focus” of PO Box 1509, Woking, Surrey, GU23 6XE

Your contract incorporates these Booking Conditions and by making a booking with us you confirm your acceptance of these Booking Conditions

A. BOOKING AND PAYMENT

A1. YOUR RESERVATION

A.1.1 When you make a booking and pay your deposit or full payment (as applicable), we will reserve your travel arrangements on the basis of these Booking Conditions. Your booking will be taken as confirmed in respect of all persons named on your booking and a binding contract between us will come into existence only when we send our Confirmation Invoice to you. Prior to doing so, you may receive a provisional confirmation that your booking has been received. Any such provisional confirmation simply indicates that we are dealing with your booking request and is not a confirmation of it and we will usually be able to issue a Confirmation Invoice within 14 days of receipt of your booking. Please contact us if for whatever reason you have not received a Confirmation Invoice within 14 days of receipt of your booking. We reserve the right to refuse a booking without giving any reason and in such circumstances will return any monies paid at the time of booking.

A.1.2 Please check your Confirmation Invoice together with all other documents we send you as soon as you receive them. Contact us immediately if any information which appears on the Confirmation Invoice or elsewhere appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility if we are not notified of any inaccuracies in any document within ten days of our sending it out (five days for tickets). Whilst we will do our best to rectify any inaccuracies notified outside these time limits, you will be responsible for any costs and expenses involved in doing so.

A.1.3 Any contract is with the “Lead Name” as shown on the Booking Form. We can only accept a booking if the Lead Name is at least 18 years old on or before the date of departure.

A.1.4 The Lead Name is responsible for ensuring that other members of his/her party are aware of these Booking Conditions and that they consent to him/her acting on their behalf in dealings with us.

A.1.5 Places on particular tours are allocated on a “first come first served” basis but priority booking arrangements do exist for members of Friends of Art History in Focus and further details as to how to become a member of Friends of Art History in Focus are contained within our website

A2. OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

A.2.1 We reserve the right to alter prices shown in any of our marketing literature or on our website and we will inform you of any price changes prior to the issue of our Confirmation Invoice. Once our Confirmation Invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these Booking Conditions and we particularly draw your attention to the clause A2.4 below in relation to surcharges

A.2.2 When you make your booking you are normally required to pay a deposit of £225 although this amount may vary depending on the specific tour that you wish to book. If your travel is due to commence within 13 weeks of your booking then the total price shall be payable at the time of booking. In any event the balance of the total price of your travel arrangements must be paid at least 13 weeks prior to travel commencing. Your booking will not be confirmed until we receive your deposit and if the balance is not paid by the due date then we shall cancel your booking and retain any deposit

A.2.3 Payments via our website can be made by credit or debit card via a secure payment system. We do not store credit card details nor do we share such details with any 3rd parties. Any such payments are made subject to the terms and conditions of the secure payment system provider. You may also pay by cheque or transfer provided that this is accompanied by a hard copy of our booking form. Cheques should be made payable to “Art History in Focus”

A.2.4 Changes in transportation costs (including the cost of fuel) dues, taxes, fees, exchange rates or supplier costs mean that we reserve the right to alter the price of your travel arrangements even after the issue of our Confirmation Invoice. No alteration shall be made to the price of your travel arrangements within 30 days of travel commencing. We will absorb and you will not be charged for any increase equivalent to 2% or less of the total price of your travel arrangements (excluding insurance premiums and any amendment charges). You will be charged for the amount over and above that. If this means that you have to pay an increase of more than 10% of the total price of your travel arrangements (excluding insurance premiums and any amendment charges), you will have the option of either

A.2.4.1 accepting a change to alternative travel arrangements if we are able to offer them. If any alternative travel arrangements are of higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price, or

A.2.4.2 cancelling and receiving a full refund of all monies paid, except for any amendment charges. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days of receiving details of our surcharges

If due to changes in costs etc as mentioned above, the price of your travel arrangements goes down by more than 2% of the total price of your travel arrangements (excluding insurance premiums and any amendment charges), then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

B. CHANGES AND CANCELLATION BY US

B1. IF WE CHANGE YOUR TRAVEL ARRANGEMENTS BEFORE DEPARTURE

B1.1 We hope and expect to be able to provide you with all the services we have confirmed to you in our Confirmation Invoice. We plan arrangements a long time in advance of travel commencing using independent suppliers such as hotels, transport providers, museums etc., over whom we have no direct control. On occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor and, in particular, we will normally regard changes to itineraries, programmes, train times, departure or destination stations, museum closures and changes to or non-availability of specific tour guides, group leaders or lecturers to be minor changes. If a named lecturer or guide is unavailable for your specific tour (whether through illness or any other unforeseen circumstances) we will make all reasonable efforts to find a suitable replacement. However, if we consider any changes to be a "Significant Change" we will endeavour to advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a change of accommodation to that of a lower category and/or price or a significant change of destination.

B1.2 In the case of a Significant Change before your departure we will provide you with three alternatives:

B1.2.1 alternative travel arrangements of equivalent or of very closely similar standard and price, if available, or

B1.2.2 alternative travel arrangements of a lower standard together with a refund of the difference in price; or

B1.2.3 cancel your travel arrangements with a full refund of all monies paid

In all 3 cases, compensation will be paid as detailed in clause D below unless the change occurs as a result of circumstances beyond our control where clause H.1 will apply.

B2. IF WE CANCEL YOUR TRAVEL ARRANGEMENTS

B2.1 In the unlikely event we need to cancel your travel arrangements we will tell you as soon as possible. However we will not cancel your travel arrangements less than 30 days before departure unless it is for a reason outside our control as provided in clause H.1. If we have to cancel your travel arrangements we will provide you with three alternatives:

B2.1.1 alternative travel arrangements of equivalent or of very closely similar standard and price, if available, or

B2.1.2 alternative travel arrangements of a lower standard together with a refund of the difference in price; or

B2.1.3 cancel your travel arrangements with a full refund of all monies paid

In all 3 cases, compensation will be paid as detailed in clause D1 below unless the change occurs as a result of circumstances beyond our control (in which case clause H1 will apply) or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due or where clause B2.2 applies.

B2.2 We regret that some travel packages shown on our website or in our marketing literature can only be operated if a sufficient number of people book them. If there is insufficient demand, we have the right to cancel the travel arrangements in question. If we have to do so, we promise we will tell

you no later than 8 weeks prior to departure. In this situation, you will then have the choice of having a full refund of all monies paid or, if possible, of the same package departing on a different date. Where we cancel for lack of numbers in accordance with this clause B2.2, no compensation or other amounts (for example, the cost of any connected travel arrangements you have made independently) will be payable.

C CHANGES AND CANCELLATION BY YOU

C1 IF YOU CHANGE YOUR BOOKING

C1.1 If you want to change your travel arrangements in any way you must inform us in writing as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

C1.2 Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price which applies on the day the change is made. In addition, we will also apply an administration charge of £40 per change for each person on the booking requiring a change together with any further costs we incur, for example with our suppliers, in making any change

C1.3 Any booking discount you may have received at the time your original booking was made may be altered or reduced whenever changes are made if such discount has since been altered, reduced or withdrawn

C1.4 If you have paid supplements for accommodation and the number of people in your accommodation changes, you may have to pay extra

C1.5 Any change to your travel arrangements has to apply to all members of your booking

C2 IF YOU CANCEL YOUR BOOKING

C2.1 If you wish to cancel all or part of your booking, you must write to us. If some or all of your party cancel their booking or we are entitled to treat your booking as cancelled in accordance with these Booking Conditions, we will levy a cancellation charge on the scale shown in the table set out in clause D1. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer if we cannot resell the package

C2.2 Any voluntary charitable donations made as part of your booking are passed on to the charity automatically at the time of booking and are non-refundable

C2.3 If you are travelling on a scheduled train service we cannot give you any refund until any train tickets issued are returned to us by you and any such refund is entirely dependent on us being able to secure a refund from the relevant company

C2.4 If you or anyone included within your booking is unable to go for any reason or decides that he/she does not want to travel, you may be able to transfer the whole booking or the place on the booking of the person(s) concerned to someone else/other people suggested by you and acceptable to us subject to the following:

C2.4.1 You must write to us with full details of who cannot or does not want to travel and who you would like to go instead. We must receive this information at least 18 days before departure

C2.4.2 If the change can be made, you will have to pay an amendment fee of £40 per person named on the booking together with any extra costs we incur or are asked to pay in order to make the change

C2.4.3 Anyone who travels in place of anyone who was originally due to travel must agree to these Booking Conditions and any other requirements which apply to the booking before the change can be finalised. If the full cost of the travel arrangements should already have been paid when the change is requested but has not been, this must also be paid before the change can be finalised

C2.5 If any person on the booking cancels and you cannot fill that person's place, you may have to pay additional supplements for your accommodation. For example, you may have to pay single or under-occupancy supplements.

D CHARGES, COMPENSATION AND DELAYS

D1. CHANGES AND CANCELLATION CHARGES

The following table sets out the sums payable to us or you in the event of Significant Changes or cancellation. These sums are not payable where we have to make a Significant Change or cancel your travel arrangements as a result of:-

- (a) matters outside of our control when clause H1 shall apply or
- (b) where your booking was accepted "subject to availability" or similar and the travel arrangements are not available or clause B2.2 applies

In addition they do not apply where compensation is available under the provisions of clause D2

Period before start date of package in which notice of cancellation or Significant Change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Cancellation Charge if you cancel
More than 120 days	Nil	Return of monies paid only	Retention of (or if unpaid at time of cancellation) the payment of the Deposit
Between 120 days and 90 days	Nil	Return of monies paid only	25% of total price for each person in the group who cancels
Between 89 days and 60 days	£10 per person	Return of monies paid plus £10 per person	60% of total price for each person in the group who cancels
Less than 60 days	£20 per person	Return of monies paid plus £20 per person	100% of total price for each person in the group who cancels

NOTE "total price" means the total price payable by each person for the arrangements excluding any fees payable for any changes made by you to your booking

D2. DENIED BOARDING REGULATIONS

D2.1 If any train or other means of transport you have booked is cancelled or delayed, your ticket is downgraded or boarding is denied for whatever reason, you must pursue the operating company for the compensation due to you. We have no liability to make any payment to you in relation to Denied Boarding Regulations or in respect of any transport cancellation or delay, downgrading of any ticket or denial of any boarding as the full amount of your entitlement to any compensation or

other payment (as dealt with above) is covered by the operating company's obligations under the Denied Boarding Regulations.

D2.2 TRANSPORTATION DELAYS

Unfortunately, transport delays sometimes occur. Depending on the length of the delay and surrounding circumstances, the carrier concerned should provide refreshments when and where appropriate. We are generally not in a position to provide any assistance in the event of other transportation delays (other than to pass on such information and advice as we have) and cannot accept any liability except where expressly stated in these Booking Conditions.

E. LIMITATION OF OUR LIABILITY TO YOU

E1 We will not be liable where any failure in the performance of the contract is due to:

E1.1 you; or

E1.2 a third party unconnected with the provision of the travel arrangements and where the failure is unforeseeable or unavoidable; or

E1.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall

E2 Our liability, except in cases involving death or personal injury, shall be limited to a maximum of 2 times the cost of your travel arrangements

E3 Should you or any member of your party suffer illness, personal injury or death attributable to a third party unconnected with the provision of our services, or as a result of failures due to circumstances beyond our control, we will offer you such advice, guidance and assistance as is reasonable in the circumstances

E4 Our liability will also be limited in accordance with and/or in an identical manner to:

E4.1 the contractual terms of the companies that provide the transportation for your travel arrangements which are incorporated into and form part of your contract with us.; and

E4.2 any relevant international convention, which limits the amount of compensation that you can claim for death, injury, delay to passengers and loss, damage and delay to luggage which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in these or any other such conventions

E5 Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst you are away are not part of the travel arrangements 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

E6 The provisions of clauses E1 to E5 inclusive are in addition to any other limitation of liability contained in these Booking Conditions

E7 Nothing in these Booking Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause H4

F YOUR RESPONSIBILITIES

F1. SPECIAL REQUESTS

If you have a special request, we will do our best to help, but we cannot guarantee it. Please advise us of your request at the time of booking and make sure that we are given as much detail as possible. If your special request is vital to your travel arrangements, it must be specifically agreed with us before or at the time you book. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to your departure or should be paid for locally

F2. YOUR DOCUMENTATION

F2.1 You are responsible for ensuring that you and all other persons included in the booking satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. In particular most countries require that your passport is valid for at least 6 months beyond the date of travel but you must check this before travelling. If you have any queries with regard to documentation and insurance requirements you must raise them with us well in advance of travel commencing. In the event we are asked to re-issue tickets that have been lost, destroyed or stolen and we agree to do so, any charges incurred as a result of this will be payable by you.

F2.2 You are responsible for ensuring that all details passed to us for all members of your party for the purposes of your booking and documentation generally are complete and accurate. If information that you supply to us is inaccurate then you may not be allowed to travel and clause F2.1 applies. In particular we shall require at the time of booking and in any event at least 12 weeks before travel commences the following information:-

Title (if included on Passport or ID Card)
First and Middle Names (as shown on Passport or ID Card)
Surname (as shown on Passport or ID Card)
Date of Birth
Citizenship
Country of Residence
Passport or ID Card Number
Document Type (ie Passport or ID Card) and relevant Government Issuer
Passport or ID Card Expiry Date

F2.3 Some transport providers may impose fines and costs on us if any passengers who have booked with us do not have the necessary travel or other documents for the countries they are visiting or passing through, even where this occurs through no fault of ours. In this situation we have no choice but to pass on to you all fines, costs, surcharges, financial penalties and other sums of any description which are imposed on or incurred by us. You will be responsible for reimbursing us accordingly in full.

F2.4 We will send out final details of your travel arrangements a few weeks before the date of departure. Please ensure that you contact us if you have not receive a final itinerary and other necessary documentation 21 days before travel commences. You are responsible for ensuring that any documentation that we send to you in relation to your travel arrangements is brought with you on the tour

F3. HEALTH PRECAUTIONS

F3.1 All of our tours require a certain degree of physical fitness and involve a fair amount of standing and walking, often up and down steps, over uneven ground or cobbled streets. It is your responsibility to ensure that you have the levels of fitness and ability required for such activities

F3.2 You must provide us with full details of any existing medical or physical problem (including unusual height or weight) or disability that may apply to any member of your group and which affect your arrangements (including, in particular, any accommodation requirements or difficulties that may be encountered in accessing buildings) at the time of booking. If in our reasonable opinion, your chosen arrangements are not suitable for the medical or physical problem or disability or you are not travelling with someone who can provide all assistance that may be required, we have the right to refuse to accept the booking or you may not be able to participate in certain events in which event we shall not be liable for any losses or compensation arising. If you do not give us full details of any medical or physical problem or disability at the time of booking, we can also cancel the booking when we find out the full details if in our reasonable opinion the arrangements are not suitable in the circumstances. If we cancel in this situation, cancellation charges as set out in clause D1 must be paid by the person concerned

F3.3 We will need full details from you of your travel insurance and any illness, medication currently being taken, known medical conditions and allergies. This information must be supplied in full at the time of booking, and if there are any changes or alterations you must inform us of these as soon as possible and at least 8 weeks prior to travel commencing. This information is required to assist in the case of an emergency and will otherwise be kept strictly confidential

F4. INSURANCE

We consider comprehensive travel insurance to be essential and you must have such insurance to cover, in particular, illness, accident, emergency repatriation, cancellation, lost luggage and delays. We require you to produce evidence of such insurance being in place prior to departure and reserve the right to treat your booking as cancelled in the event of you failing to provide such evidence and you will have to pay full cancellation charges (see clause D1). Travel insurance is widely available and insurance providers will have a policy available for you to purchase. Please read your policy details carefully and take them away with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs. We also recommend that you carry a European Health Insurance Card (EHIC) which can be obtained from the Department of Health

F5. BEHAVIOUR

F5.1 You must be responsible for the behaviour of yourself and your party. We can refuse to accept you as a customer or refuse to continue dealing with you and/or any other member of your party by terminating your travel arrangements if behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any driver, accommodation supplier or other person in authority, disruptive, upsetting or dangerous to yourself or anyone else or if you or any member of your party have caused or are likely to cause damage to property. We will not pay any refund, compensation or other sum whatsoever or any costs or expenses incurred by you if we have to terminate your travel arrangements due to such unacceptable behaviour. In this situation we will then have no further responsibility for you or any other member of your party (including any return travel arrangements). If your unacceptable behaviour means you are not allowed to board your outward method of transport we will treat your booking as cancelled from that moment and you will have to pay full cancellation charges (see clause D1)

F5.2 With regard to any transport that form part of your travel arrangements the transport provider authorities may prevent you or any member of your party from travelling if you or such member are considered unfit to do so, or if you or such member pose a danger to the passengers. In such circumstances we may seek compensation from you for any losses caused by your behaviour or by the behaviour of any member of your party.

G. IF YOU HAVE A COMPLAINT

If you have cause for complaint whilst travelling, you must bring it to our attention immediately. We will do our best to rectify the situation. If your complaint is not resolved immediately, please follow this up within 28 days of your return home by writing to us giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you

H. MISCELLANEOUS

H1. CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL

We will not be liable to pay any compensation if we are forced to cancel or in any way change your travel arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, changes imposed by rescheduling or cancellation of a train or other means of transport, war or threat of war, civil strife, industrial disputes, unforeseen issues resulting from Brexit, natural disaster, bad weather, epidemic, coronavirus or terrorist activity

H2. FINANCIAL SECURITY

Any package travel arrangements we make are non-licensable packages (including for example accommodation, transfers and/or other facilities such as museum tickets but not flights) and will be protected through Tour Operator insurance.

Art History in Focus does not offer licensable packages involving flights (which would require ATOL protection).

H3. DATA PROTECTION

Art History in Focus takes the privacy of its customers very seriously. Please consult our Privacy Policy which is available to download on the Art History in Focus website. Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. We may disclose this information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them. In the case of train travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or transport suppliers. We may use your information for the purposes set out in our data protection registration with the Office of the Information Commissioner. We may disclose the same to companies who act as data processors on our behalf. Some information, for example relating to your religion or health, may be "sensitive personal data" within the meaning of the Data Protection Act 1998. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness whilst travelling, we may need to make special arrangements for you and ensure that you do not return with the group immediately. From time to

time we may contact you by post with information about special offers or travel packages. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to Art History in Focus, PO Box 1509, Woking GU23 6XE

H4. PHOTOGRAPHY AND COMMENTS

We may take photographs of you during the course of any particular tour and may use such photographs on our website or for our own marketing purposes. Likewise, if you supply any photographs or written comments to us about our tours, we may occasionally use them on our website or for other marketing purposes. Please write to us if you would prefer that we do not use any such photographs or comments

H5. JURISDICTION/GOVERNING LAW

We both agree that any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with your booking or travel must be brought in the Courts of England and Wales only (unless you are a resident of Scotland or Northern Ireland in which case any proceedings must be brought in either the Courts of your own country or those of England and Wales). We both also agree that English law (and no other) will apply to your contract (unless proceedings are brought in Scotland or Northern Ireland, in which case Scottish or Northern Irish law, as applicable, will apply instead). If this provision is not acceptable to you, you must tell us at the time of booking

H6. CONDITIONS OF CARRIAGE

When you travel by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the transport company's own Conditions of Carriage will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as the transport company. You can ask us to provide you with a copy of any of the conditions applicable to your journey. These may limit or exclude liability, especially in respect of lost or delayed baggage

H7. COMMUNICATION

Generally much of our communication with you is by email and this applies particularly in respect of confirmations, changes and subsequent information that needs to be sent to you. It is your responsibility to retain copies of all communications that you receive from us electronically relating to your travel arrangements and contact us if you have not received our Confirmation Invoice within 2 weeks of making your booking or final tour details at least 2 weeks prior to departure. We cannot be responsible for any losses arising from a failure by you to receive email communications on account of technical problems, traffic congestion on the Internet or on any Website, problems with or technical malfunction of any telephone network or lines, computer equipment, software, systems, servers or providers