

INTRODUCTION

The Booking Conditions cited here apply to our Guided Excursions

For purposes of clarity, Art History in Focus does NOT offer Package Tours or Holidays. In order to join one of our Guided Excursions, you are responsible for arranging your own transport and accommodation independently. We would recommend booking these together through a tour operator in order to benefit from ATOL protection and financial protection for these components. We are neither responsible nor liable for these third party services

By making a booking with Art History in Focus, you acknowledge and agree that The Package Travel and Linked Travel Arrangements Regulations 2018 (the Regulations) do NOT apply to your agreement with us or your booking and that we have no liability under the Regulations

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

Notwithstanding any other provision in these Booking Conditions, unless we have already provided the services we have contracted with you to provide in accordance with your booking, you have the right to cancel your booking at any time up to the end of the 14th day after our Confirmation Invoice is sent to you. You may do this by writing to us at the above address, or by email, and you will receive a full refund of any monies paid

A. BOOKING AND PAYMENT

A1. YOUR RESERVATION

- A.1.1 When you make a booking and pay your deposit or full payment (as applicable), 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. You may wish to contact us before booking to check that places are still available although this is normally indicated on our website
- A.1.2 Please ensure that all the relevant parts of the booking form are completed otherwise we may not be able to process your booking
- A.1.3 Please check your confirmation email or invoice together with all other documents which we may send you as soon as you receive them and contact us immediately if any information appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret we cannot accept any responsibility for any inaccuracies in any document if the correct information has not been provided. Whilst we will do our best to rectify any inaccuracies, you will be responsible for any costs and expenses involved in doing so
- A.1.4 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.1.5 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.1.6 Places on Guided Excursions are allocated on a “first come first served” basis but priority booking arrangements 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
- A.1.7 Confirmations, changes and subsequent information which need to be communicated are usually sent by email. Please retain all correspondence sent from Art History in Focus pertaining to your booking and contact us if you have not received a Confirmation email or invoice

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
- 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 Guided Excursion that you wish to book. If your Guided Excursion is due to commence within 16 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 Guided Excursion must be paid at least 16 weeks prior to it 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

B. CHANGES AND CANCELLATIONS BY US

B1. IF WE CHANGE DETAILS OF THE EXCURSION

We hope and expect to be able to provide you with all the services we have confirmed to you in our Confirmation email or invoice. 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, museum closures and changes to or non-availability of specific excursion guides, group leaders or lecturers to be minor changes. If a named lecturer or guide is unavailable for your specific Guided Excursion (whether through illness or any other unforeseen circumstances) we will make all reasonable efforts to find a suitable replacement

B2. IF WE CANCEL AN EXCURSION

In the unlikely event we need to cancel a Guided Excursion we will tell you as soon as possible. For example, we regret that some events 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 Guided Excursion in question. Unusual or unforeseeable circumstances beyond our control may also mean that we need to cancel a Guided Excursion. If we do, you will have the choice of receiving a full refund of all monies paid or, if possible, of the same Guided Excursion starting on a different date. Where we cancel a Guided Excursion no compensation or other amounts (for example, the cost of any connected travel arrangements or accommodation which you have made independently) will be payable

C. CHANGES AND CANCELLATIONS BY YOU

C1. IF YOU CHANGE YOUR BOOKING

- C1.1 If you want to change your booking 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

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 excursion

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 or anyone included within your booking is unable to go for any reason or decides that he/she does not want to take part in the Guided Excursion, 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:

C2.3.1 You must write to us with full details of who cannot or does not want to take part and who you would like to attend instead. We must receive this information at least 18 days before the Guided Excursion commences

C2.3.2 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

C2.3.3 Anyone who attends a Guided Excursion in place of anyone who was originally due to attend 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 excursion 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

C2.4 If any person on your booking cancels and you cannot fill that person's place, you may have to pay additional supplements. For example, if a private guided visit scheduled and costed for 2 people had to be revised for 1 person

D CHARGES AND DELAYS

D1. CANCELLATION CHARGES

The following table sets out the sums payable to us or you in the event of cancellation

Period before start date of Guided Excursion in which notice of cancellation is received	Amount you will receive from us if we cancel	Cancellation Charge if you cancel
More than 112 days	Return of monies paid only	Retention of (or if unpaid at time of cancellation) the payment of the Deposit
Between 112 days and 90 days	Return of monies paid only	25% of total price for each person in your booking who cancels
Between 89 days and 60 days	Return of monies paid only	60% of total price for each person in your booking who cancels
Less than 60 days	Return of monies paid only	100% of total price for each person in your booking who cancels

Note: "total price" means the total price payable by each person for the Guided Excursion

D2. TRANSPORTATION DELAYS

Unfortunately, transport delays sometimes occur. As outlined in the Introduction you must arrange your own transport and accommodation independently, allowing adequate time for potential delays before the start of the Guided Excursion. We cannot delay any part of our Guided Excursion nor can we offer any refund for the Guided Excursion or any part of it due to your non-arrival, lateness or delay

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 third parties unconnected with the provision of our services; or

E1.3 any delays or issues that arise from the transportation, transfers and/or accommodation that you will be responsible for arranging in accordance with the introduction to these Booking Conditions; or

E1.4 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 and personal injury, shall be limited to the amount payable by you to us for the provision of the relevant Guided Excursion

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 the contractual terms of the companies that provide any services on our behalf to you as part of your booking

E5. Unless otherwise expressly indicated by us in writing, excursions or other tours with third parties that you may choose to book or pay for whilst you are away are not part of the 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 I4

F YOUR RESPONSIBILITIES

F1. SPECIAL REQUESTS, DIETARY REQUIREMENTS AND ALLERGIES

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

PLEASE NOTE that some of our Guided Excursions would not, given their locations, be suitable for those with severe food allergies, such as a peanut allergy, as we cannot guarantee that all restaurants will have a nut-free environment. You must contact us if you or any of your party have any sort of severe food allergy so that we can provide guidance on whether or not the particular Guided Excursion would be suitable in the circumstances

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 for the country in which the Guided Excursion is to take place 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 the tour operator providing your transport and/or accommodation well in advance of travel commencing

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. 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 We will send out final details of your Guided Excursion arrangements a few weeks before the date the excursion starts. Please ensure that you contact us if you have not received a final itinerary and other necessary documentation if applicable 21 days before the excursion commences. You are responsible for ensuring that any documentation that we send to you in relation to your arrangements is brought with you

F3. HEALTH PRECAUTIONS

F3.1 All of our Guided Excursions involve a lot of standing and walking, often up and down steps, over uneven ground or cobbled streets, and thereby a good degree of physical fitness is required. It is your responsibility to ensure that you have the levels of fitness and ability required for such activities. If during the Guided Excursion it transpires that you are not adequately fit, you may be asked to opt out of certain visits, or requested to leave the tour altogether. If we cancel in this situation, cancellation charges as set out in clause D1 must be paid by the person concerned

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 affects your arrangements (including, in particular, any difficulties that may be encountered in accessing buildings) at the time of booking. If in our reasonable opinion, the Guided Excursion is 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 reserve the right to cancel the booking when we are made aware of 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 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 the Guided Excursion commencing. This information is required to assist in the case of an emergency and will otherwise be kept strictly confidential

F4. INSURANCE

F4.1 We consider comprehensive travel insurance to be essential and you must have such insurance to cover, in particular, illness, accident, emergency repatriation, cancellation, theft, lost luggage and delays. We require you to produce evidence of such insurance being in place prior to the Guided Excursion commencing 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 bring them with you. It is your responsibility to ensure that the insurance cover you purchase is suitable and adequate for your particular needs

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 booking if behaviour is or is likely to be, in our reasonable opinion, or in the reasonable opinion of any 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 arrangements due to unacceptable behaviour. In this situation we will then have no further responsibility for you or any other member of your party. If your unacceptable behaviour means you are not able to travel to the destination of the Guided Excursion (for example if 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 form of transport that may be taken during the Guided Excursion, 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 other 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. THIRD PARTY TERMS AND CONDITIONS

Occasionally a third party such as a venue or museum which we are visiting will require our group to adhere to its own terms and conditions. If this is the case we will make you aware of these and ask you that you and your party read them carefully and abide by them

H. IF YOU HAVE A COMPLAINT

If you have cause for complaint during the Guided Excursion, 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

I. MISCELLANEOUS

I1. 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 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, the sudden closure of a venue, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic or terrorist activity

I2. 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. This is kept safely and treated confidentially. We may however disclose information to our service providers (who may be located outside the UK/EEA) for the purpose of providing you with your arrangements, for example, we will inform them of food allergies if we are making a booking for lunch. 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. From time to time we may contact you with information about special offers we have. 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

13. PHOTOGRAPHY AND COMMENTS

We may take photographs of you during the course of any particular excursion 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 excursions, 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

14. 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 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

15. COMMUNICATION

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 booking 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 the Guided Excursion commencing. Art History in Focus is not responsible for failure of any email to be received on account of technical problems or traffic congestion on the Internet or at any Website, nor problems with or technical malfunction of any telephone network or lines, computer systems, servers or providers, computer equipment, software, or any persons' computers related to or resulting from uploading or downloading any material from our website